



TASMANIAN INDUSTRIAL COMMISSION

CITATION: United Firefighters Union of Australia, Tasmania Branch v Minister administering the State Service Act 2000/Department of Police, Fire and Emergency Management [2026] TASIC 51

PARTIES: United Firefighters Union of Australia, Tasmania Branch (Applicant)

Minister administering the State Service Act 2000 (Respondent)

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

FILE NO: T15142 of 2024

HEARING DATE(S): Determined on the papers

DATE REASONS ISSUED: 26 August 2026

COMMISSIONER: Commissioner T J Abey

CATCHWORDS: Construction of the Firefighting Industrial Agreement 2022 – Clause 8.12.12 Camping Allowance – Tasmanian Police Academy – not commercial accommodation – application granted

**UNITED FIREFIGHTERS UNION OF AUSTRALIA, TASMANIA BRANCH v
MINISTER ADMINISTERING THE STATE SERVICE ACT 2000/DEPARTMENT OF
POLICE, FIRE AND EMERGENCY MANAGEMENT**

REASONS FOR DECISION

HOBART, 26 AUGUST 2026

[1] This is an application lodged pursuant to s 29(1) of the *Industrial Relations Act 1984* (the Act). The application concerns the construction of Clause 8.12.12, Camping Allowance, of the Firefighting Industrial Agreement 2022 (the FIA), as it relates to Trainee Firefighters recruited from the Northwest Coast who were accommodated at the Tasmanian Police Academy, Rokeby, during a training course.

[2] The matter was originally heard by Barclay P on 6 August 2024, at which time Directions were issued for the parties to file written submissions. On 1 July 2026 the parties were advised that President Barclay's term of appointment had expired and accordingly he was no longer in a position to finalise the matter. The parties were invited to provide further submissions if they wished.

[3] The file was subsequently reallocated to Abey C, who undertook inspections of the Rokeby facility in the presence of the parties on 5 August 2026. At the conclusion of the inspection both parties indicated that they were content for the matter to be finalised on the material before the Commission.

[4] The parties provided the following Statement of Agreed Facts.

1. 9 Trainee Firefighters were recruited from the Northwest of Tasmania and were provided the Tasmania Police Academy as their place of accommodation over the course of the Trainee Firefighter Development Program.
2. Whilst the course was undertaken at different locations over a period of approximately 3 months, the Trainee Firefighters were accommodated for two periods. The first period was between 4 September 2023 and 6 October 2023, and the second period was between 6 November 2023 and 15 December 2023.
3. The accommodation provided at the Tasmania Police Academy holds the following:
 - a. Each room has a bed, heater, and bathroom facilities;
 - b. Guests have access to shared kitchen and laundry facilities;
 - c. Housekeeping and hot meal preparation services were provided.
4. The parties agree that the definitions provided at 8.12.12 in the Firefighting Industrial Agreement No.2 of 2022 for "Standing camp, hut and shelter" and "Tent" are not applicable in the current matter.

5. At the time the accommodation was provided, the 9 Trainee Firefighters were employed, and remain employed by the Department of Police Fire and Emergency Management to undertake duties for the Tasmania Fire Service.
6. The Department of Police Fire and Emergency Management invoiced the State Fire Commission for the provision of accommodation at the Tasmania Police Academy for the 9 Trainee Firefighters.

[5] The relevant clause reads as follows:

8.12.12.1 Definitions

For the purpose of this clause:

Commercial accommodation means accommodation for an overnight or short term stay provided by a hotel, motel, serviced apartment, bed and breakfast or similar establishment for which a charge is incurred on behalf of the employee and is paid by either the employee or employer.

Commercial provider means a restaurant, cafe, hotel, take away or similar establishment which provides meals and for which a charge is incurred on behalf of the employee and is paid by the employee.

Employer provided non-commercial accommodation means accommodation provided by the employer where the employees typically have access to hot and cold running water, sleeping quarters, bathroom and kitchen facilities. This excludes staff accommodation provided under a rental agreement and commercial accommodation.

Standing camp, hut, and shelter means any type of shelter that is provided by the employer. Bed or bunk provided. Cooking appliances and equipment provided. May be located in remote or rural /semi-rural areas.

[6] Clause 8.12.12.4 provides:

An employee who stays overnight in employer provided non-commercial accommodation in performing their duties is to be paid a camping allowance of \$45.50 for each overnight stay.

[7] The issue for determination is whether the Rokeby accommodation meets the definition of “Commercial Accommodation”, or in the alternative, the definition of “Employer provided non- commercial accommodation”.

Submissions

The submissions of the Applicant are as follows:

The *Commercial Accommodation* definition only applies where accommodation is provided for an overnight or short-term stay. Various descriptions of short-stay were provided:

- Oaks Group, no more than 13 days.
- Quest Apartments, no more than 6 days
- Mantra, no more than 13 days.

- Tasmanian Police Academy Compendium (the Compendium), 5 days or less.

Whilst the trainees commonly returned home for the weekend, the accommodation continued to be provided and available and should be considered in excess of short-term accommodation. The rooms provided were serviced weekly, which is inconsistent with the Compendium as it relates to stays of five days or less.

It is conceded that the accommodation facilities and services do resemble that of a motel. However, the relevant definition refers to *similar establishment*, rather than *similar accommodation*, and this context reduces the similarity of the Academy when compared to a motel, hotel, serviced apartment or similar establishment. The primary function of most motels, hotels and serviced apartments is as a commercial venture run for profit. In contrast the primary function of the Academy is to provide accommodation for employees undertaking training at the facility. The availability of the accommodation for private bookings is no more than an ancillary function.

It is acknowledged that the Department of Police Fire and Emergency Management invoiced the State Fire Commission for the provision of accommodation for the 9 Trainee Firefighters. However, this is an internal transfer of funds, and does not amount to a charge incurred by the employer on behalf of the employee.

All three criteria must be met in order for the *Commercial accommodation* definition to be applicable. In this case only one criterion could arguably be considered to have been satisfied, being certain similarities with the facility to that of a motel.

The Academy does meet the alternative definition of *Employer provided non-commercial accommodation* in that:

- The Respondent both owns the facility and is the employer of the employees.
- The accommodation provides access to hot and cold running water, sleeping quarters and kitchen facilities.
- The accommodation is not provided under a rental agreement.

The submissions of the Respondent are as follows:

There is no definition of *short term-stay* in the FIA. The Compendium defines short-term stay as *5 days or less*. The trainees commonly returned home on the weekends, rendering each respective weekly stay as 5-days or less and therefore complying with the definition.

In addressing the criteria for Commercial Accommodation, the type of accommodation should be given more weight and emphasis than the other portions of the clause, as the Respondent believes this was the intent of the clause. The accommodation at the Academy could reasonably be described as similar to a serviced apartment for the following reasons:

- The apartments are fully furnished including an en-suite bathroom.
- Housekeeping is available
- Hot meals are available.
- Private bookings are available on request

The Tasmanian Fire Service pay the Tasmanian Police Academy for the use of the apartments.

The apartments are maintained and serviced to a standard equal to that of commercial accommodation, particularly when compared to serviced apartments.

Inspections

[8] Inspections of the Rokeby facility took place on 5 August 2026. The Commission was accompanied by Mr McCallum for the United Firefighters Union of Australia, Tasmania Branch (UFUA), Mr Dowker for the Department of Police, Fire and Emergency Management (DPFEM) and Mr Lampkin from the Academy.

[9] The Dining room is a relatively large room with long trestle-like tables. All meals are available if required. The bar area is rarely open and for the purposes of this matter, was likely not accessible by the trainee firefighters.

[10] The apartments consisted of a bedroom area and an adjacent en-suite bathroom. Overall, I would describe the apartment as clean, comfortable, fit for purpose, but nonetheless basic. The furnishings consisted of a bed, desk and desk chair. There is no armchair/visitor chair. There is no television, fridge or tea or coffee making facilities. The en-suite appeared to be of good standard.

[11] There is a common living room area with a widescreen television in reasonable proximity. Similarly, there are communal kitchen and laundry facilities available.

[12] In response to a question from the Commission, Mr Lampkin said there was no minimum or maximum stay. However, the accommodation was only available to staff of DPFEM and not the general public. The Compendium applied equally to resident Police Trainees and visitor guests. The charge rate for visitors at the relevant time was \$88/night and is now \$91/night.

Findings

[13] The parties are agreed that this matter should rely on the words as they are presented in the relevant clause. I agree with this approach subject to the words offering a sensible meaning in the industrial context of which they appear. Importantly, clause 8.12.12.5 reads:

The allowance in sub-clauses 8.12.12.2, 8.12.12.3 and 8.12.12.4 are compensation for the standard of accommodation and all working conditions. If the minimum standards applying to one form of accommodation is not fully met, the next higher allowance is payable.

[14] It follows that the allowances prescribed are compensation for the “standard of accommodation and all working conditions”. Hence, I tend to agree with the Respondent’s contention that the nature of the accommodation should be given a higher emphasis than the more technically based aspects of the definitions. I also note that that if the minimum standards applying for one form of accommodation are not fully met, the next higher allowance is payable.

[15] I do not believe a great deal turns on the length of stay of the individual. In my view the definition of commercial accommodation insofar as “overnight or short-term” refers, relates more to the offering of the accommodation provider rather than the length of stay of the employee. To read it otherwise would mean that a 10-day stay in a five-star hotel would not be considered commercial accommodation, which is plainly an absurd outcome. There is no

minimum or maximum stay at the Academy. I am therefore satisfied that this aspect of the definition for commercial accommodation is met.

[16] I am also satisfied that a charge has been incurred on behalf of the employee and paid for by the employer. Whether this is characterised as an internal transfer between two entities within the same Agency is not material in my view.

[17] I turn now the nature of the accommodation.

[18] I consider the Applicant's concession, that the accommodation is similar to motel accommodation, to be generous. In my view the accommodation provided by the Academy is fit for purpose; the purpose being the provision of adequate and safe accommodation for police trainees in a residential training setting. It is, however, basic in terms of creature comforts. An example is the absence of a visitor chair(s), a television, a fridge and coffee and tea-making facilities. These are all items I would expect to find as standard in even modest motel accommodation. The comparison is even more stark with serviced apartments, where you would expect to find, in addition, adequate self-contained kitchen facilities.

[19] The Compendium, which applies equally to all users, both residents and visitors, is instructive. For example, there is a blanket prohibition on the consumption of alcohol, other than in the licensed areas. There are restrictions on visitors, minimum dress codes and a requirement for personal and visitor identification. I make these observations, not as a criticism. The Compendium rules are what would be expected in a training establishment of this nature. They are, however, restrictions and rules which would not normally be encountered in a commercial accommodation facility.

[20] Perhaps even more telling is the statement of Mr Lampkin, to the effect that bookings are only available for staff of DPFEM, not the general public. To be a commercial accommodation provider, surely means that the accommodation offering must be available to the public.

[21] For the above reasons I conclude that the Academy cannot reasonably be considered "commercial accommodation" in the context of clause 8.12.12.1 of the FIA. It follows that the allowance applicable for "employer provided non-commercial accommodation" applies in the circumstances applicable to this application.

Order

[22] Pursuant to section 31 of the Act I hereby order that Trainee Firefighters the subject of this application be paid the allowance prescribed in Clause 8.12.12.4 of the Firefighting Industrial Agreement 2022.



Tim Abey
Commissioner