



TASMANIAN INDUSTRIAL COMMISSION

CITATION: Filing of the Firefighting Industrial Agreement of 2025 [2026] TASIC 25

PARTIES:

Minister administering the State Service Act 2000

United Firefighters Union of Australia, Tasmania Branch

SUBJECT: *Industrial Relations Act 1984*, s 55 application for filing of the Firefighting Industrial Agreement of 2025

FILE NO: T15342 of 2026

HEARING DATE(S): 7 May 2026 June 2026

HEARING LOCATION: Tasmanian Industrial Commission, Hobart

DATE REASONS ISSUED: 5 June 2026

MEMBER: Acting President N M Ellis

CATCHWORDS: Filing of industrial agreement – application approved – effective 1 July 2025 and remains in force until 30 June 2026 – cancellation of Firefighting Industrial Agreement No. 2 of 2022

REPRESENTATION:

James King and David Hodgson for Minister administering the *State Service Act 2000*

Leigh Hills for United Firefighters Union of Australia, Tasmania Branch

FILING OF THE FIREFIGHTING INDUSTRIAL AGREEMENT OF 2025 [2026] TASIC 25

REASONS FOR DECISION

HOBART, 5 JUNE 2026

[1] On 7 May 2026, the Minister administering the State Service Act 2000 (MASSA) lodged with the Registrar, pursuant to Section 55(2) of the *Industrial Relations Act 1984* (the Act), an application for filing of the Firefighting Industrial Agreement of 2025 (the Agreement).

[2] The Agreement replaces the Firefighting Industrial Agreement No. 2 of 2022, and the parties sought the cancellation of that agreement.

[3] The Agreement has been subject to a period of extensive negotiations. The Head of the State Service presented a formal offer to the United Firefighters Union of Australia, Tasmania Branch (UFUA) via correspondence dated 4 December 2026. As per the letter of response received 20 December 2026, that offer was accepted.

[4] MASSA's submissions outlined that "As part of the offer the new and amended Tasmanian State Service (TSS) standard conditions that were agreed with all public sector unions will be varied in the Tasmanian Fire Fighting Industry Employees Award ...".

[5] The Agreement will apply for one year from 1 July 2025 until 30 June 2026. In addition, a structural adjustment to base salaries will be applied to the percentage increases as set out in the MASSA submissions:

"Clause 4 - Salary Increases

- Subclause 4.1.1 of the Agreement sets out the salary increase that will apply for employees covered by the Agreement as follows:
 - (i) 3.0 percent per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2025, for all employees covered by the Agreement, employed at the time of registration of the Agreement.
 - (ii) 1.0 percent per annum structural adjustment to the base salaries applied prior to the 3.0 per cent salary increase for Firefighting Classifications, Communications Classifications, and Community Fire Safety Officer Classifications, employed at the time of registration of this Agreement as set out in Schedule 1 of this Agreement, with effect from the ffppcooa 1 December 2025.
 - (iii) The Fire Communications classification salaries have been aligned with Firefighting classifications, with effect from the ffppcooa 1 December 2025 as outlined in schedule 1 (16.1.2), and following the increases applied as per (i) and (ii) above.

- Subclause 4.1.2 provides that annual rates of pay effective from 1 December 2025, as per the terms of subclause 4.1.1, are set out under Schedule 1 of the Agreement.”

[6] In addition to the salary increases, the following conditions as set out in MASSA’s submissions, in part, have been included:

“Clause 1.9 – Commitments

- Award variation - Previously clause 1.9.1(a) provided that neither party will take action to vary the Award unless by consent (during the life of the Agreement). This clause has been amended in the new Agreement by additional wording providing that neither party will take action to vary the Award unless by consent prior to 30 June 2026 and following that date and the expiry date of the Agreement the clause 1.9.1(a) will cease to have any effect.
- FireComm Organisational Structure Review - Amendment to subclause 1.9.1(c), refining the scope for further review of the FireComm Organisational structure to the Senior Communications Officer, Leading Communications Officer, and Supervisor classifications (including an update to Statement of Duties and assessment against classification descriptors).

Clause 2.4 – Fixed-term Casual Employment

- All references in clause 2.4 have been amended from ‘casual’ to ‘fixed-term casual’. Amended title of definition under 2.4.2 from ‘Casual Employee’ to ‘Fixed-Term Casual Employee’.

Clause 4.6 – Payment to Rostered Shift Workers for Attendance at Authorised Meetings

- Amendment to the title and wording of this clause to remove reference to the term ‘voluntary/voluntarily’. Previously this clause was titled ‘Payment to Rostered Shift Workers for Voluntary Attendance at Meetings’.

Clause 5.4.9 – Time Off in Lieu of Overtime

- This sub-clause has been amended to reflect the change to arrangements for attendance at authorised meetings (Schedule 2) that previously attracted TOIL and now the payment will be the relevant overtime rate in all cases.

Clause 8.1 – Wage Related Allowance Increases

- As per the terms of the Wage Related Allowance Increase mechanism, allowance rates have been adjusted against relevant subclauses, as follows:
- 5.2.1.1 – International Deployment Allowance
- 8.5.6 – Availability Allowance
- 8.12.12 – Camping Allowance

Clause 8.4.2 Meal Allowance - Rates

- The meal allowance rates have been adjusted from the latest ATO Determination.

Clause 8.7.2 Meal Rate of Allowance (Overtime)

- The meal allowance rates have been adjusted from the latest ATO Determination.

Clause 8.12.2 Travel Allowance

- The travel allowance rates have been adjusted from the latest ATO Determination.

New Clause 9.7 – Day Worker - Christmas Close Down Days (Community Fire Safety and Fire Equipment Officers)

- This new clause is inserted consistent with the standard clause applying in a number of State Service Agreements including the Public Sector Union Wages Agreement. It has been agreed that this will also apply in this Agreement to employees classified as Community Fire Safety Officers and Tasfire Equipment Officers.

Clause 13.2.5 – Workplace Union Delegates

- As part of the TSS State Service Standards it has been agreed to provide for arrangements and payment to part-time employees at their normal rate of pay who may be scheduled to undertake workplace delegate training on a day they are not either rostered or contracted as part of their pattern or arrangement to work. Noting provision has also been added for full-time shift workers.

Schedule 1 (16.1.4) - Salaries

- A preamble note has been included at Schedule 1 (16.1.4), TasFire Equipment Classifications.
- This is to confirm that TasFire Equipment employees are covered by the Tas Fire Service (TasFire Equipment) Industrial Agreement 2013 and both the classifications and salary increases are determined in line with that Agreement in accordance with clause 13(b) and 14. These employees receive salary increases the same as those applying to other employees working in the TFS covered by the TSSA (i.e. salary increases applying to PSUWA).
- Therefore, it is confirmed that the Tas Fire Equipment employees will be receiving the salary increases and adjustments that apply in line with the Public Sector Union Wages Agreement (PSUWA) that was registered on 11 May 2025 and 16.1.4 is for reference only.
- Clause 3.1.6 – Tasmania Fire Service (TasFire Equipment) Industrial Agreement 2013 Transition - sets out the commitment to transition the TasFire Equipment employees employed under the Tas Fire Service (TasFire Equipment) Industrial Agreement 2013 into this Agreement and refers to Schedule 1 for their salary table and Schedule 6 for their classification structure.

Schedule 2 (16.2) – Payment to Rostered Shift Workers to Attend Authorised Meetings

- Schedule 2 of this Agreement (see reference in clause 4.6 of Agreement and above) has been varied to remove reference to TOIL and include payment at the relevant overtime rate.
- The title of this Schedule has been changed to remove reference to 'voluntary attendance at meetings' and amended to 'Payment to Rostered Shift Workers to Attend Authorised Meetings'.

- Clause 16.2.1 has been amended to remove the reference to volunteering to attend meetings and now refers to where a rostered shift worker is required or authorised to participate in an authorised meeting.
- Subclause 16.2.1 (a) has been amended to provide that where an attendance at an authorised meeting occurs during the employee's normal rostered shift, the employee shall be entitled only to their ordinary rate of pay.
- Subclause 16.2.1 (b) has been amended to provide that where an attendance at an authorised meeting occurs outside the employee normal rostered shift, they are to be paid the applicable overtime rate in accordance with the Award.
- Provisions relating to maximum payment for meeting time including travel and administrative arrangements are the same.
- Subclause 16.2.1(d) (second dot point) provides clarity for the calculation for meetings that are three hours or longer in duration.
- Travel-time continues to be counted towards an employee's total time incurred for attendance at authorised meetings, and five new travelling times have been inserted in this Schedule:
 - Burnie/Devonport Return
 - Hobart/Cambell Town return
 - Launceston/Campbell Town
 - Devonport/Cambell Town
 - Burnie/Cambell Town
- Subclause 16.2.2 has been amended to update and amend the list of 'Authorised Meetings.'

[7] The written submissions of the United Firefighters Union of Australia, Tasmania Branch stated that there is consent to the variations, the variations do not disadvantage those employees covered by the Agreement and that the variations sought are in the public interest.

[8] MASSA representatives submitted the new Agreement provisions do not disadvantage the employees covered by this Agreement as there is no reduction in the overall terms and conditions of employment of those employees compared with the award or agreement that otherwise applies to these employees, there is genuine consent of the parties to this Agreement, and consistent with section 55(4C)(b) of the *Industrial Relations Act 1984* (Tas) the public interest is satisfied.

[9] I am satisfied that the Agreement does not disadvantage any employees covered by it, that there is genuine consent to the Agreement and its registration, the term does not exceed five years and that the Agreement is consistent with the public interest requirements of the Act.

[10] The Agreement replaces the Firefighting Industrial Agreement No. 2 of 2022, and the parties sought the cancellation of that agreement. I am also satisfied that the cancellation will not disadvantage any employees covered by it given the approval for registration of the Agreement, and pursuant to s 59(1) of the Act, I order that agreement be cancelled.

[11] Pursuant to s 55(4) of the Act, this Agreement is approved with an effective commencement date of 1 January 2025 and shall remain in force until 30 June 2026.

[12] The relevant file will now be referred to the Registrar for registration of the Agreement in accordance with the requirements of s 56(1) of the Act.



Neroli Ellis

**Acting President
Tasmanian Industrial Commission**