

THE FAIR WORK COMMISSION

Matter Number: AG2026/2183

Applicant: REGIS AGED CARE PTY LTD

APPLICANT'S OUTLINE OF SUBMISSIONS

Introduction

- 1 The Applicant seeks an order from the Fair Work Commission (**Commission**) pursuant to section 318 of the *Fair Work Act 2009* (Cth) (**FW Act**) that the *Royal Freemasons Ltd, ANMF and HWU Home Care Enterprise Agreement 2023* (AG2024/4644) (**Royal Freemasons Agreement**) does not apply to the employment of transferring employees arising from its proposed acquisition of the home care businesses and assets of Royal Freemasons Ltd (ABN 52 082 106 821) (**Royal Freemasons**) (being the **Royal Freemasons Home Care Business**), and that instead the Applicant's own industrial instrument applies, being the *Regis Aged Care Pty Ltd In-Home and Centre Based Services (Victoria) Enterprise Agreement 2024* (AG2025/850) (**Regis Home Care Agreement**).
- 2 The Australian Nursing and Midwifery Federation (Victorian Branch) (**ANMF**) is a party to the Royal Freemasons Agreement.
- 3 Under section 318(3) of the FW Act, the Commission must, in deciding whether to make the order, take into account a number of considerations, including the views of the employees who would be affected by the order.
- 4 These submissions are provided in order to assist the Commission in its assessment in respect of section 318(3).

Background

- 5 The Applicant provides aged care services nationally across its 75 residential aged care homes and through its home care business in Victoria, Tasmania, the Northern Territory and Queensland. Across all of its operations, the Applicant currently employs over 13,000 employees.
- 6 On 31 July 2026, the Applicant entered into a business sale agreement with Royal Freemasons, whereby it will acquire Royal Freemasons' businesses and assets comprising the Royal Freemasons Home Care Business (**Acquisition**).
- 7 Subject to approval by the Department of Health and Aged Care and the Australian Competition and Consumer Commission, the expected completion date of the Acquisition is on or around 1 November 2026. When this occurs:
 - (a) the Transferring Employees are likely to be 'transferring employees' as defined in section 311(2) of the FW Act;
 - (b) the Applicant is likely to be the 'new employer' for the purposes of section 318(2)(a) of the FW Act; and

- (c) pursuant to section 313(1) of the FW Act, the Royal Freemasons Agreement will transfer with the Transferring Employees when they commence employment with the Applicant on the Transfer Date.
- 8 The Royal Freemasons Agreement came into operation on 13 January 2025, and has a nominal expiry date of 30 June 2027. It applies to Transferring Employees engaged in the Royal Freemasons Home Care Business who are employed in the following classifications:
- (a) Home Care Employees.
 - (b) Home Care Case Managers.
 - (c) Registered Nurses.
 - (d) Enrolled Nurses.
- (Together, **Transferring Employees**).
- 9 Pursuant to the business sale agreement, the Applicant offered, subject to completion, employment to the Transferring Employees on terms and conditions which are overall no less favourable than those they currently enjoy with Royal Freemasons. The Transferring Employees who accept that offer will transfer to the Applicant immediately after the Acquisition completes, which is expected to occur on or around 1 November 2026 (**Transfer Date**).

The views of the employees who would be affected by the proposed orders

- 10 The Applicant submits that, following consultation and negotiations with the Transferring Employees, the Transferring Employees:
- (a) would be materially better off if the Application were granted, as a result of superior conditions in the Regis Home Care Agreement, the Regis RAC Agreement and the proposed undertakings; and
 - (b) are broadly supportive of - and certainly do not oppose - the section 318 order being made.
- 11 To that end, the evidence of Claire Slattery (General Manager - Workplace Relations) demonstrates that the Applicant has consulted extensively with the Transferring Employees, including in order to understand their views in relation to the Application and the proposed orders. Namely, the Applicant has provided, and continues to provide, information to the Transferring Employees regarding the proposed transfer of their employment to the Applicant and this Application by:
- (a) holding group information and consultation sessions, on 12 August 2026 and between 11 and 18 September 2026, to which all Transferring Employees, the ANMF and the Health Services Union (**HSU**) were invited, and at which they could ask questions about, and discuss, their terms and conditions of employment with the Applicant if the order were made;
 - (b) offering one-on-one meetings to Transferring Employees to discuss their individual circumstances and their offers of employment and, where requested, conducting those meetings (see annexure "**CS-22**");

- (c) engaging and negotiating with the ANMF, as the representative of those **Transferring Nurses** (employees engaged as a Registered Nurse, Enrolled Nurse, and/or Clinical Nurse Consultant), regarding the terms and conditions that would apply to them on transfer, and corresponding with the HSU in relation to the Application and the proposed undertakings;
 - (d) providing undertakings and assurances to the Transferring Employees that certain beneficial terms and conditions that they currently enjoy will be maintained following their transfer to the Applicant if the Application is granted, including in relation to travel allowance, salary packaging, personal/carer's leave accrual and overall earnings;
 - (e) operating a dedicated "concierge" email inbox through which Transferring Employees could raise queries with the Applicant about the terms of their transfer and their employment offers (including their terms and conditions with the Applicant if the proposed order were made), to each of which the Applicant has responded individually; and
 - (f) providing information materials, including FAQ documents, the Applicant's 'Vehicle Allowance and Reimbursement Policy', a comparison of the terms of the Royal Freemasons Agreement and the Regis Home Care Agreement, and plain language communications explaining the proposed undertakings.
- 12 The Transferring Employees (and the ANMF on behalf of the Transferring Nurses) raised a number of initial queries about whether their existing terms and conditions would be maintained following their transfer to the Applicant, including in relation to:
- (a) travel allowance and the Applicant's travel expectations;
 - (b) salary packaging arrangements;
 - (c) overall earnings and take-home pay, including the pay rates and contract hours specified in their offers of employment;
 - (d) working hours, shift patterns, rostering arrangements and existing flexible working arrangements;
 - (e) recognition of prior service and the transfer of accrued leave entitlements, including long service leave;
 - (f) operational matters, such as car parking, uniforms, working from home and access to devices and systems; and
 - (a) in the case of the Transferring Nurses, their preference to have an enterprise agreement apply to them as a term of their employment contract on transfer to the Applicant.
- 13 During consultation and its negotiations with the ANMF, the Applicant reiterated its commitment that the Transferring Employees would be no worse off on transfer of their employment to the Applicant, and undertook that:
- (a) they would not suffer any reduction in their pay as a result of the transfer;
 - (b) a beneficial travel allowance would apply (including, for the Transferring Nurses, clause 10(f)(i) of the Regis Home Care Agreement);

- (c) the value of their existing salary packaging arrangements would be maintained;
- (d) their personal/carer's leave accrual would be maintained; and
- (e) their prior service and accrued entitlements would be recognised.

14 Notwithstanding:

- (a) the Applicant's view that the Transferring Nurses would be no worse off as a result of their employment transferring to the Applicant, and the Application succeeding; and
- (b) that the Applicant does not have an enterprise agreement which applies to, and covers, nursing employees working in its home care business,

the Applicant took into account the Transferring Nurses' preference to remain covered by an enterprise agreement after the Transfer Date.

15 Given the preference of the Transferring Nurses, the Applicant:

- (a) undertook a comparison of the terms and conditions contained in the Royal Freemasons Agreement against the provisions in the *Regis Aged Care Pty Ltd, ANMF & HWU Enterprise Agreement - Victoria 2025* which applies to the Applicant's Registered Nurses and Enrolled Nurses (amongst others) who work in its residential aged care homes in Victoria, to the exclusion of the Applicant's employees working in its home care business (**Regis RAC Agreement**);
- (b) determined that if it applied, as terms of the Transferring Nurses' employment contracts:
 - (i) the Regis RAC Agreement;
 - (ii) certain home care-specific terms contained in the Royal Freemasons Agreement; and
 - (iii) the terms of the Royal Freemasons Agreement contained in the Applicant's proposed undertakings,

the Transferring Nurses would equally suffer no disadvantage as a result of their transfer to the Applicant and the Application succeeding.

16 In fact, the Applicant considers that they would be much better off under those terms than they would be if the Royal Freemasons Agreement continued to apply to them, including because the Regis RAC Agreement (as compared to the Royal Freemasons Agreement) contains:

- (a) higher base rates of pay;
- (b) higher shift loadings;
- (c) more beneficial rates for shifts worked on weekends;
- (d) an extra week's annual leave for Enrolled Nurses; and

- (e) 12 weeks' paid parental leave (compared to four weeks' paid leave under the Royal Freemasons Agreement).
- 17 With the ANMF's express support and agreement, the Applicant revised its offers to the Transferring Nurses so that the Regis RAC Agreement, and certain home care-specific clauses, would apply to them as contractual terms.
- 18 The Applicant submits that it has resolved the Transferring Employees' queries (and the ANMF's concerns) by virtue of its offers of employment (including its revised offers of employment made to the Transferring Nurses). In support of its position, the Applicant has:
- (a) received 31 out of 38 signed contracts of employment from the Transferring Employees as at the date of these submissions; and
 - (b) filed undertakings (see annexure "**CS-28**") to which the ANMF has expressly agreed.
- 19 The Applicant is consulting with the remaining seven Transferring Employees who are yet to return their signed employment contracts. Whilst those discussions are ongoing, none of those employees have declined their employment offers or indicated to Regis that they oppose the Application.

Conclusions as to the views of the affected employees

- 20 The Transferring Employees have had multiple opportunities to make their views about the Application and the proposed orders known to the Applicant, whether at the information and consultation sessions, in individual meetings, through the "concierge" inbox, in writing, or through the ANMF or the HSU. The absence of any expressed opposition is therefore not the product of a lack of opportunity, but is a meaningful indication of the Transferring Employees' views.
- 21 The ANMF accepted, in consultation with its members, that the Home Care Employees would be covered by the Regis Home Care Agreement.
- 22 The concerns the ANMF later raised on behalf of the Transferring Nurses were the subject of the revised offers of employment and undertakings described above.
- 23 After the Applicant had provided its proposed undertakings and issued its revised offers of employment, the ANMF informed the Applicant, by written correspondence on 12 October 2026, that it:
- (a) supported the Application; and
 - (b) would withdraw the dispute it had raised under the Royal Freemasons Agreement.
- 24 Similarly, the HSU, which is entitled to represent the industrial interests of the Home Care Employees, was notified of the Acquisition on 3 August 2026 and was provided with the proposed undertakings and a comparison of the Royal Freemasons Agreement and the Regis Home Care Agreement on 9 September 2026. To the Applicant's knowledge, the HSU has not raised any objection to the Application, has not sought to be heard or joined in the proceedings, and has not made any submissions to the Commission.

25 Having regard to:

- (a) the extent of the Applicant's engagement with the Transferring Employees and their representatives;
- (b) the resolution of the concerns they raised;
- (c) the number of Transferring Employees who have accepted the Applicant's offers of employment; and
- (d) the ANMF's express support for the Application being granted (and the absence of any expressed opposition from the HSU),

the Applicant submits that the Commission can be satisfied that the majority of the Transferring Employees:

- (e) are content with the terms and conditions of employment that the Applicant has offered them, in support of the Application being granted; and
- (f) on that basis, do not oppose the Application being granted and the Commission making the orders sought.

Undertakings

26 In further support of the Application, the Applicant is prepared to provide undertakings to the Commission to maintain certain entitlements for the Transferring Employees on transfer of their employment to the Applicant.

27 A copy of the Applicant's proposed undertakings is annexed to the witness statement of Ms Slattery (see annexure "**CS-28**").

28 The proposed undertakings are offered on the basis of the Applicant's consultation and negotiations with the Transferring Employees and the ANMF (as representative of the Transferring Nurses), during which the Transferring Employees expressed a strong desire that - if the Application were to be granted and the relevant order made - the following entitlements be maintained or conferred (notwithstanding that they would no longer be covered by the Royal Freemasons Agreement):

- (a) Maintenance of any base rates of pay under the Royal Freemasons Agreement that are higher than equivalent base rates of pay under the Regis Home Care Agreement or the Regis RAC Agreement.
- (b) An allowance, paid to compensate them for the loss of not-for-profit salary packaging arrangements with Royal Freemasons, that the Applicant is unable to provide (due to it being a 'for profit' aged care provider).
- (c) Personal/carer's leave accrual rates under the Royal Freemasons Agreement.
- (d) For Registered Nurses, Enrolled Nurses and Clinical Nurse Consultants to have the benefit of the following, applied to them as contractual terms:
 - (i) the Regis RAC Agreement; and

- (ii) benefits in the Regis Home Care Agreement, namely: Travel and Mileage; Sleepovers; 24-hour Care; Excursions; and Client Cancellation.

29 The proposed undertakings are also consistent with the Applicant's commitment to the Transferring Employees that they will transfer to the Applicant on terms that are substantially similar to, and overall no less favourable than, the terms that they currently enjoy at Royal Freemasons - and that they would not be disadvantaged in relation to their terms and conditions of employment as a result of the Commission granting the orders sought.

Other matters

30 The Applicant repeats, and relies upon, the matters set out in its Form F40 which address the other factors set out in section 318(3) of the FW Act.

31 That information, in the Applicant's submission, also weighs in favour of the Commission granting the orders sought.

Conclusion

32 For all of the above reasons, and such other reasons as the Commission considers sufficient including having regard to the Applicant's Form F40 transfer application, the orders sought by the Applicant should be made.

Hall & Wilcox

12 October 2026