



**COMMISSION OF INQUIRY INTO THE CFMEU AND MISCONDUCT IN
THE CONSTRUCTION INDUSTRY**

**COMMISSIONED UNDER THE PROVISIONS OF THE
COMMISSIONS OF INQUIRY ACT 1950**

**PUBLIC HEARING
BRISBANE MAGISTRATES COURT**

**WEDNESDAY, 21 APRIL 2026
AT 10.00 AM**

DAY 19

APPEARANCES

**Mr S Wood AM KC, Commissioner
Mr E. Gisonda, Senior Counsel Assisting
Mr S. Jenkins Counsel Assisting
Mr D. de Jersey KC, Counsel for the State of Queensland
Ms M. Brooks, Counsel for the State of Queensland
Mr C. O'Grady, Counsel for the CFMEU Administration
Ms F. Fox, Counsel for the CFMEU Administration
Ms A. Hughes, Counsel for the CFMEU Administration
Mr H. Clift and S Connolly, Counsel for CEPU, ETUQ, PGEUQ
Mr D O'Brien, Counsel for Cross River Rail Delivery Authority
Mr Ryan Rosenlund, Witness
Mr Niele Rosenlund, Witness**

<THE HEARING RESUMED AT 10.01 AM

COMMISSIONER: I will deal with appearances first. Mr Gisonda, you appear with Mr Jenkins as counsel assisting?

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MR GISONDA: Yes, Commissioner.

COMMISSIONER: And Mr O'Grady, you appear with Ms Fox as counsel for the CFMEU administrator?

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MR O'GRADY: Yes, Commissioner.

COMMISSIONER: And Mr de Jersey, you appear with Ms Brooks as counsel for the State of Queensland?

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MR DE JERSEY: Yes, Commissioner.

COMMISSIONER: They're the only appearances? Very well. Mr Gisonda.

20 **MR GISONDA:** Thank you, Commissioner. Today we examine the Toombul Shopping Centre demolition project and the experience of the Rosenlund Group on that project. This is not a high-profile project like, for example, the Cross River Rail project or the Centenary Bridge project, but think of it in these terms, Commissioner: the CFMEU, in terms of its behaviour, doesn't go, in my submission, from nothing to
25 Cross River Rail. It is a logical inference to say that misconduct must also be occurring on projects that are of smaller scale and that have not entered the public consciousness in the same way that some of these larger marquee projects have.

30 So this is not a big infrastructure project. It's not a high-rise city building with hundreds upon hundreds of workers across a variety of trades on site at any given time. It's a suburban shopping centre with about 35 workers who were split across three related trades. Let me show you, Commissioner, precisely where the project was situated. Do you have handy, Commissioner, a small opening bundle?

35 **COMMISSIONER:** Yes, I think so. Yes, I do.

MR GISONDA: Consisting of 16 pages.

COMMISSIONER: Yes, I've got that.

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MR GISONDA: And if we could go to page 3 in the first instance. You'll see the red marker there. That's where the shopping centre is situated. You'll see that it's off the Airport Link, just before you hit Airport Drive going into the Brisbane Airport.

COMMISSIONER: Yes.

5 **MR GISONDA:** And at page 4 of this bundle, Commissioner, you'll set a good sense of the site in question and the structure that was there before its demolition and before the Rosenlunds were engaged.

COMMISSIONER: This is pre-demolition, page 4?

10 **MR GISONDA:** Yes, and another picture at page 5. What are some of the issues that we will look at today, Commissioner? We'll answer that question by reference to the evidence of Mr Hadgkiss last week. Mr Hadgkiss said that practices that impinge upon freedom of association are alarmingly commonplace in the construction industry. Those practices, in his evidence, are said to include
15 inappropriate pressure on workers to join the union, or a union, which may include, but is not limited to, no ticket, no start policies, show-card days and the like. The second practice he referred to in his evidence was the display of union paraphernalia on site and on property, and the third practice he referred to was the hiring of shop
20 stewards.

COMMISSIONER: And that hiring of shop stewards was also something that loomed very large in Mr Watson's evidence?

25 **MR GISONDA:** Yes. This case study will provide evidence of all three, Commissioner: a campaign to ensure all workers on site are paid-up members of the CFMEU, the display of CFMEU paraphernalia on the site, and the forced hiring of a delegate, in this case Mr Trent Broadhurst.

COMMISSIONER: Sorry, what's the delegate's name?

30 **MR GISONDA:** Mr Trent Broadhurst. You've come across him already, Commissioner. He was one of the 12 health and safety reps that the CFMEU insisted be hired by CPB on Cross River Rail.

35 **COMMISSIONER:** They were the 12 health and safety reps that you asked Mr Johnson about, and I think I got - I had a look at the transcript after I asked someone last week. I think you said some of them had dangerous criminal records.

MR GISONDA: Yes.

40 **COMMISSIONER:** And Mr Johnson agreed with that proposition.

MR GISONDA: Yes. I'm not sure whether he agreed with it. The question was whether that fact had been investigated by CPB in the hiring process.

COMMISSIONER: Right. So I got that -

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MR GISONDA: Yes. I'm not, today, going to go into the criminal records of anyone, including - well, I'll stop there. Why is a union incentivised to pressure workers to join a union? There's a variety of reasons, in my submission, Commissioner. One is that the payment of union fees or dues increases the revenue of the union. And you'll see some evidence of the direct payment of those fees by the Rosenlunds to the union, on behalf of its workers.

COMMISSIONER: One of the things you notice from the KordaMentha report, which is one of the reports we have to regard to - I think that's the phrase - is that the membership fees seem to be steadily increasing over time. Now, I'm not sure whether that's a function of subscription costs going up or members increasing, but you can see it in the revenue. You can see some - either subscriptions going up or members increasing in the revenue.

MR GISONDA: It must be a feature of increased membership, which I'll come to presently. The second point is that more members increases the potential coverage of the union. So there's an industrial imperative for more members. But the third, which isn't often remarked upon, at least by those in the industry, is that more members has political consequences.

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COMMISSIONER: What do you mean by that?

MR GISONDA: My understanding is that each year, a union, including the CFMEU, will submit what is called an ALP affiliation return. Those returns are audited, in the case of the CFMEU, by PKF. That return is prepared ostensibly by taking a list of members which is exported from the CFMEU's membership system and then excluding certain members on that system in accordance with the ALP's rules. For example, non-financial members are excluded. After those adjustments were made, the member numbers for the CFMEU, which includes the Mining and Energy Division, went from 18,277 in 2020, 18,975 in 2021, 19,343 in 2020, and then 21,969 in 2023.

So can I just park that issue for the time being but note that it is something that needs to be borne in mind and will be explored in a little further detail subsequently in this Commission, that in addition to revenue benefits, in addition to industrial benefits, there are also political benefits to more members.

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COMMISSIONER: And you might want to park this also, but it seems to flow from what Mr Irving said and what Ms Schinnerl said that some of those members, at least on Mr Irving's evidence, were not in fact financial members because of the deed of arrangement between the Queensland/Northern Territory branch of the
5 Construction and General Division of the federally registered union and the state-registered union, and secondly, if Ms Schinnerl's evidence is right, a number of persons who were enrolled to be members of the - seems to be an implication from her evidence, the number of persons who were enrolled as members of the CFMEU were not able to be enrolled because the rules of the CFMEU did not cover them.

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MR GISONDA: That second issue is likely to be very difficult to explore, but certainly the first issue - which entity were these members a member of, to whom did they pay their fees, and were the rules of the union otherwise complied with - is a very important point which will be explored in this Commission. But ascertaining
15 whether any particular employee, having regard to his or her trade or occupation, ought properly have been a member of the CFMEU at all is - you might be able to investigate some isolated incidents, but it's likely to be quite a difficult exercise on the one -

20 **COMMISSIONER:** Well, it's very factually intensive to describe and unscramble the egg, is it, to work that out?

MR GISONDA: Yes. Yes.

25 **COMMISSIONER:** I thought Mr Anson instructs - Mr O'Grady and Ms Fox might be best placed to answer this, but I thought a lot of those old union democracy cases where elections were challenged actually turned on these sort of issues about whether a person was eligible to stand as an official because they were eligible to join as a member. But that might be something you can explore with Mr O'Grady separately.
30 And you may well be right: it may be just too difficult for this Commission to look into.

MR GISONDA: Why, separately, then, Commissioner, does a union insist on, if I can put it in these terms, marking a site?

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COMMISSIONER: What did you say then, sorry?

40 **MR GISONDA:** Marking a site: putting its branding and paraphernalia on a site, the machinery that is on site and indeed the people who are on site with clothing and hats. It sends a message, Commissioner, to the workers on the site, it sends a message to the contractors, it sends a message to the community that the site is the union's turf, occupied by the union's people. It follows from that public display that the message can be sent that it controls what happens on the site.

And then there's the shop steward or the delegate imposed on the site. Why does the union do that? I'm going to say some things later, Commissioner, about the role of the shop steward and its historical evolution, but let me make this observation now,
5 which is that in this case study, the CFMEU forced the Rosenlunds to hire a single delegate, Mr Broadhurst. And put to one side the conduct of that delegate once he was on site and the disruption that caused. Take note that from the period of 20 March 2024 to 6 September 2024 Mr Broadhurst was paid \$61,189 before superannuation. And I don't need to take you to it now, Commissioner, but the
10 summary of that amount is at page 6 of the opening bundle.

COMMISSIONER: Page 6 of what, sorry?

MR GISONDA: The opening bundle.
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COMMISSIONER: All right.

MR GISONDA: Mr Broadhurst was, the evidence will show, put on the site by the union because, the evidence will show, the message had come from Mr Jade Ingham
20 himself. He was not there to assist the Rosenlunds. They didn't want him or need him. He was there, in my submission, on union business, whatever that business might be, and the net effect is that the Rosenlunds effectively subsidised the union's payment of wages to one of its officers. Not officer perhaps in the strict legal sense, but a man who was there to do things for the union.
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COMMISSIONER: Well, it is in one sense, isn't it? I mean, in one sense, the delegate is an agent of the union, and an officer in that sense. Maybe not an officer under the definition or official - whatever the definition is under the Fair Work Act, but a representative of the union, at least in part.
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MR GISONDA: At least in part, yes. You might, Commissioner, be conflating the proper role of a steward and how the union has come to treat its stewards, but it's no different, in one sense, Commissioner, to the union demanding a \$60,000 payment
35 upfront for this man.

COMMISSIONER: Well, it's even worse than that, isn't it, because not only do you have to pay him 60,000, you've got to live with him for six months.

MR GISONDA: Yes. Yes, quite so. As I said, Mr Broadhurst came to the
40 Toombul Shopping Centre directly from Cross River Rail, and next week we'll look at the circumstances of that departure. He is a former professional boxer with an impressive boxing record, it must be said. He was, as it turns out, the star attraction

of a CFMEU/BLF-sponsored event in 2013, and the flyer for that is at page 7 of this opening bundle.

COMMISSIONER: Can we just look at that on the screen, Mr Operator?

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MR GISONDA: You'll see there he's described as the BLF's own professional Trent Broadhurst, and this is an event that is put on by the BLF Charity Foundation. As it turns out, at page 8 of this bundle, the Rosenlunds attended that function.

10 That's the tax invoice. And it was this event that featured in the Heydon Royal Commission. Evidence was led in that Commission that Mirvac, who, as it turns out, are the owners of the Toombul Shopping Centre, but Mirvac had organised for work to be done by subcontractors on Dave Hanna's private residency, and Mirvac had also instructed that same subcontractor to buy 20 tickets to that event and then claim it as a variation. And, Commissioner, if you're interested more in that sequence of
15 events, there's a media article setting it all out at page 14 of the opening bundle.

COMMISSIONER: And is the subcontractor Rosenlund or someone else?

MR GISONDA: No, someone else. What this -

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COMMISSIONER: Mr Hanna was the secretary of the CFMEU before Mr Ravbar? Or was he the secretary of the BLF before it merged?

MR GISONDA: Both.

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COMMISSIONER: Both. I see.

MR GISONDA: He was the secretary of the - so in Queensland the BLF was not deregistered.

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COMMISSIONER: The state-registered body was not deregistered?

MR GISONDA: The state-registered body of the BLF in Queensland was not deregistered. For a considerable period of time, the CFMEU and the BLF remained
35 separate in Queensland. Mr Hanna was the state secretary of the BLF, I think, from about 2011. In 2014, there was a merger of the BLF and the CFMEU.

COMMISSIONER: At a state level.

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MR GISONDA: At a state level in Queensland, and Mr Hanna became the secretary of the merged union, which was called the CFMEU, for about a year, and then he resigned after an investigation and a finding was made that he had secured

the payment from a subcontractor for the IVF treatment that was being undertaken by Mick Myles or Mick Myles' partner.

5 **COMMISSIONER:** And Mick Myles was an organiser at the time who since, in the - 2016, 2017, 2018, left the employ of the Queensland branch and together with his brother went to Victoria?

10 **MR GISONDA:** Yes, that's right. And as someone who was obtaining a benefit courtesy of Mr Hanna, one assumes that Mr Myles came up through the BLF ranks and there would've been a natural affinity between those gentlemen and the regime in Victoria.

COMMISSIONER: Who were all ex-BLF.

15 **MR GISONDA:** When Mr Hanna resigned in 2015 and Mr Ravbar took over, Mr Ravbar and Mr Ingham had come through the CFMEU side, and Mr Ravbar was, from about 2008, the state secretary of the CFMEU in Queensland.

20 **COMMISSIONER:** I think you mean through the BWIU side of the CFMEU, don't you? Is that -

25 **MR GISONDA:** Well, it was just the CFMEU from about - some time in the nineties in Queensland. But you're quite right: the BWIU came into the CFMEU in Queensland. What this case study also shows, however, Commissioner, that in addition to the instruction to hire - and I should just say, before I go on, Neile Rosenlund, who will be called today, has been in the industry for more than 30 years and has experience and can share with you, Commissioner, his experience dealing with not only the modern-day union but its predecessors.

30 **COMMISSIONER:** It's a father and son that you're proposing to call?

MR GISONDA: Yes.

35 **COMMISSIONER:** And Neile is the father?

MR GISONDA: The father. Now, the instruction to hire people doesn't seem to stop at delegates; at least in this case, it also extended to the hiring of a cleaner. This cleaner, or a peggy, as she was called, to our way of thinking appears to have been or is a longstanding, loyal member of the CFMEU.

40 Back to Mr Hadgkiss: he then referred to practices that undermine the efficient resourcing of a construction company's operations, and those practices include intervening in the engagement of employees or subcontractors, prescribing the terms

upon which those employees and subcontractors are engaged, and the use of unregistered written agreements. I've already mentioned the intervention in the engagement of a cleaner, but there is also in this case study the attempted engagement of a labour hire company. At around that time, there appeared, at least
5 to us, that there were only four labour hire companies in the State of Queensland that had an EBA with the CFMEU: United, Lindores -

COMMISSIONER: What's the second one, sorry?

10 **MR GISONDA:** Lindores, spelt L-i-n-d-o-r-e-s - KPI, and Dowells, spelt D-o-w-e-l-l-s.

COMMISSIONER: So you're saying at this time - is this '23 or '24?

15 **MR GISONDA:** This was in '24. The information we've been able to put together is sometime in '23. United was the labour hire that was recommended to the Rosenlunds, and separately, there was an insistence that a scaffolder be engaged. There was some dispute about that. Ryan Darcy says that in his experience there was
20 no need for a scaffold structure, but Mr Broadhurst insisted upon it, and he recommends two.

COMMISSIONER: Why would you need a scaffolder for a demolition job?

25 **MR GISONDA:** Well, Mr Ryan Rosenlund can answer that, but it's not immediately obvious. There were, at about that time, we say, 11 scaffolding companies that had an EBA with the CFMEU, and from that list, two were recommended: Gryphon, spelt G-r-y-p-h-o-n, and RB Scaffolding.

30 **COMMISSIONER:** Should I save my questions for a later time about why there were so few with EBAs in terms of labour hire companies and scaffolders?

35 **MR GISONDA:** Yes, Commissioner. Now, this raises the question: why would a union seek to intervene in engagement decisions? In a way, the true answer probably doesn't matter, Commissioner, because you will recall from the Cross River Rail case study that was started last month, the moment the CFMEU attempted to have some influence or say in the selection of contractors, as Mr Newton gave evidence to you about, that immediately gives rise to serious probity concerns. And in one of your questions to Mr Newton, you took the more direct point, which was that it's rife for
40 corruption.

COMMISSIONER: I think he said that's one way of looking at it or that's a point of view or something. He didn't really either agree or disagree.

MR GISONDA: Yes. That's right. And then, as Mr Hadgkiss says, there's the use of unregistered agreements, and this case study shows that the CFMEU withheld the registration of an EBA until certain of its demands were met but then insisted that at least the payment obligations and the inclement weather obligations of that EBA be
5 complied with, even though that instrument had not been approved or registered.

COMMISSIONER: In relation to whom are you talking about there? Who had the EBA been withheld from?

10 **MR GISONDA:** With the Rosenlunds.

COMMISSIONER: Oh, with the Rosenlunds. All right.

MR GISONDA: Yes. One other thing that features large in this case study is the
15 position of BUSSQ, B-U-S-S-Q, and what appears to be a concerted attempt to sign up all workers on site to BUSSQ. And let me say some things about that super fund. First, BUSSQ stands for Building Unions Superannuation Scheme Queensland. It is an industry super fund that markets itself as being built for Queensland's building, construction and civil industries. Secondly, despite its name, Building Unions,
20 plural, and despite its marketing position, it is affiliated with one union entity only, and I say "affiliated" in this sense, Commissioner: the constitution of the trustee of the super fund entitles the employer body to appoint one half of the board and the scheme member body to appoint the other half. The employer body is the Master Builders' Association Queensland, and the scheme member body is the Queensland
25 branch of the Construction and General Division of the CFMEU.

COMMISSIONER: So the Queensland branch of the Construction and General Division of the federally registered union?

30 **MR GISONDA:** Yes. Third, there is another construction industry super fund, Cbus, C-b-u-s. It is a national super fund, not focused on Queensland. Half of its board includes nominees of the MBA, so that's the same as BUSSQ, but the other half, at least presently, includes nominees of the CFMEU, the ETU, the AMWU and the AWU.

35 **COMMISSIONER:** And I think that body is currently chaired by the former treasurer, Mr Swan, I think.

40 **MR GISONDA:** Yes. He replaced Mr Bracks, and the appointment of Mr Swan is arguably of some contextual relevance, which I'll come to in a moment.

COMMISSIONER: Was one of the witnesses - I think Ms King - maybe it was Ms Schinnerl - asked about why there was such a big fight - I can't remember the year;

you might remember the year where Mr Ravbar fought against the idea of BUSSQ merging with Cbus.

MR GISONDA: 2022.

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COMMISSIONER: Is that something you're going to come to?

MR GISONDA: Yes. The fourth point is that by 31 December 2025, Cbus had over \$110 billion in total funds under management. They had more than 925,000 members. BUSSQ, as at August 2024, had approximately 73,000 members and over \$6.7 billion in funds under management, so 6.7 versus 110. These things obviously change daily, but -

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COMMISSIONER: I think my recollection was - maybe I said it to the witness or the witness - I said 5 billion and 100 billion. But it's that sort of ballpark.

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MR GISONDA: Yes. Now, the fifth point is to note that APRA, A-P-R-A - that's the prudential regulator, Commissioner - has designated super schemes with less than \$30 billion under management as uncompetitive. It recommends that such smaller schemes merge with other schemes for the purpose of raising their funds under management.

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COMMISSIONER: We don't need to get into this, but presumably that's because the admin costs just chew up -

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MR GISONDA: That would be one of them, yes.

COMMISSIONER: I'm sure there's other reasons as well. Perhaps the quality of people you can hire for such a small fund - anyway, we don't need to get into that.

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MR GISONDA: And I'm sure that \$6.7 billion can be invested pretty diversely, but \$110 billion even more so. Now, sixth, BUSSQ featured in some of the evidence that was given by Mr Watson, Geoffrey Watson SC. This was the Grim Reaper incident, where, on 8 February 2022, the CEO - this is at paragraphs 203 onwards of his Queensland report - the CEO of the Master Builders' Association was contacted by the Riot Squad of Queensland to warn him that a CFMEU protest was on its way. In the end, about 5000 members marched on the MBA's offices. The march was led by Mr Ravbar and Mr Ingham, and a Grim Reaper and a coffin was produced.

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The protesters at the offices were described as being in a frenzy by the time they arrived at the MBA's head offices. The whole building was placed in lockdown. The Riot Squad placed themselves on the ground floor, and there was loud chanting and obscenities yelled at the CEO when he was seen, and they then - that is, the

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protesters - hoisted a coffin on a tree branch outside his window, the CEO's window, and said, "If you don't fix this, we will end you." And then there's a separate incident from that day where a female employee was - this is at paragraph 264 to 266 of that report. What, on one view, might be -

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COMMISSIONER: Do you want just to bring that up, Mr Operator, those pages? The paragraphs of Mr Watson's Queensland report?

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MR GISONDA: I didn't give notice to the operator for this, so if he's able to do it -

COMMISSIONER: Sorry.

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MR GISONDA: - that's impressive. But for your reference, Commissioner, it's paragraphs 264 to 266 of the report, and that incident there can on one view be characterised as a rape threat against a female employee within the MBA building.

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The reason for - well, I shouldn't say "the reason for" - some things that were happening at around that time. In early 2022, the board of BUSSQ was - I said that half is MBA and half is CFMEU Queensland.

COMMISSIONER: Half's MBA Queensland?

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MR GISONDA: MBA Queensland, I apologise. Half CFMEU Queensland. No mechanism to resolve a deadlock. And the board, in early 2022, was deadlocked on the proposal to merge BUSSQ with Cbus, and this led the three MBA directors to resign their position in January 2022: Paul Bidwell, Sonya Beyers and Madeline Dermatossian.

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COMMISSIONER: Sorry, Mr Gisonda, it's just come up. I just wanted to remind myself what Mr Watson had said.

MR GISONDA: That's the second point, the -

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COMMISSIONER: And 203, did you say, was the first -

MR GISONDA: It begins at 203, yes, and then over the page at page 32 is the picture of the Grim Reaper, and at page 33 is the picture of the coffin in the tree, when they said to the CEO of the MBA, "We will end you."

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COMMISSIONER: And who's that in the tree? Is that Mr Ingham or Mr Ravbar or you just can't tell?

MR GISONDA: I don't think it's either of them.

COMMISSIONER: Either of them. Okay. Sorry, I took you away from the deadlock in January 2022.

5 **MR GISONDA:** Yes. So that was occurring - that deadlock was ultimately resolved when three new MBA-nominated directors were appointed and a decision was made not to pursue a merger at that point in time.

COMMISSIONER: So I think you said Paul Sidwell, Sonya -

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MR GISONDA: Paul Bidwell, B-i-d-w-e-l-l.

COMMISSIONER: Sonya Beyers, did you say?

15 **MR GISONDA:** Beyers, B-e-y-e-r-s, and Madeline Dermatossian, D-e-r-m-a-t-o-s-s-i-a-n.

COMMISSIONER: They resigned and were replaced by other nominees of MBA Queensland.

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MR GISONDA: Yes. Yes, as required by the constitution as the trustee. And also in January 2022, for what is potentially contextual relevance, the CFMEU's candidate for the chairmanship of Cbus, whose name I just don't have at my fingertips at the moment, but he lost to a candidate who was backed by, among
25 others, the AWU, Mr Swan.

The seventh point is that Mr Ravbar was a director of BUSSQ from November 2021 to 12 September 2024, he being removed following the CFMEU being put into administration.

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COMMISSIONER: What was the first date, sorry?

MR GISONDA: 3 November 2021. As you know, Commissioner, he was the state secretary at the time. And you heard evidence during the Cross River Rail project
35 hearings that in August 2021 Mr Ravbar had broken right-of-entry laws, as ultimately found by the Federal Circuit Court, when he entered the Cross River Rail project site - a Cross River Rail project site - where he thereafter set up a barbecue and facilitated representatives of BUSSQ to address workers.

40 **COMMISSIONER:** You might want to deal with this in the weeks ahead, but what's the problem with a 5 billion - what did you call it - \$6.7-billion fund merging with a \$110-billion fund that's - I just don't understand what's in it for Mr Ravbar or anyone to fight so hard about this. I mean, you don't need to answer this now, but I

just - it just seems to be an obvious thing to do where you don't have scale and you've got an almost identical body - admittedly, the nominees of the national body are also the ETU, the AMWU and the AWU - and as I recall, I think Cbus has got a pretty good record in terms of - whatever you might say about other aspects of its operations, its return to members has been pretty good over the last decade or two.

MR GISONDA: I will very shortly take you to a pretty basic attempt, but an attempt nonetheless that one can do, to demonstrate the difference in performance between the two funds. Mr Ravbar's at least public statements as to his problem with Cbus involves at least two matters. One is an industrial dispute between Cbus' employees and their employer about wages. He says that he's showing solidarity with the Financial Services Union in that respect. I think they've got about 110 employees, Cbus, and there was a bargaining dispute between the workers and their employer about - really it came down to the treatment of the - the increase in the amounts of guaranteed superannuation that employees were to get. So when it jumped up to, I think, 12.5 per cent, there was a suggestion that there was going to be compensated for by Cbus by lowering the base wage. So he says, "Well, that's an industrial dispute. This is a fund that doesn't care for its workers."

And then another issue he raised was that Cbus wants to introduce a policy where it monitors its employees' emails, and he makes some comments along the lines of, "Well, that's something you might expect in a capitalist organisation or investment - Goldman Sachs, but it's not the way you treat workers who are there working for an industry fund looking after other workers." But they are at least two public statements as to the reasoning behind Mr Ravbar's position.

COMMISSIONER: The other inference might be that he doesn't want to share control with the ETU, the AMWU and the AWU.

MR GISONDA: That inference is probably stronger with the AWU than the others, yep. Or with anyone.

COMMISSIONER: Mmm.

MR GISONDA: So we'll see in this case study that Mr Broadhurst, and an organiser, Mr Porter, take a particular interest in workers signing up to BUSSQ.

COMMISSIONER: What's Mr Porter's first name?

MR GISONDA: Jamie. And this conduct might not, strictly speaking, be a breach of the myriad of rules and regulations, whether it be under the Corporations Act or the ASIC Act, about providing financial advice, but it does seem to be certainly contrary to the spirit of those laws, which requires prescribed information to be given

to people before they're given financial advice. And when someone like Mr Broadhurst turns up and says to you, "You need to change your super to BUSSQ," that carries with it, in my submission, at least an implied recommendation: that's good for the worker. And that is - seems to be implied advice or recommendation that's made without any regard to the individual circumstances of the worker.

COMMISSIONER: Because Mr Broadhurst might be a very good boxer, but he probably doesn't have expertise in financial - what would the skill set be? Financial planning.

MR GISONDA: He wouldn't have an AFSL, for example.

COMMISSIONER: Yes.

MR GISONDA: Now, why did the Rosenlunds - sorry, let me just show you, Commissioner, and then tender -

COMMISSIONER: So you need an AFSL to give any financial advice, but certainly this sort of financial advice.

MR GISONDA: Yes, if you conduct a business. Now, the -

COMMISSIONER: Just remind me, Australian -

MR GISONDA: Australian Financial Services Licence.

COMMISSIONER: Right.

MR GISONDA: Yes. But there's no suggestion, at least on the evidence, that Mr Broadhurst is running a business where he's giving that advice. There might be an argument - and this would depend on the knowledge of BUSSQ - that he's being held out as an agent of BUSSQ, and there are strict rules about the proper appointment of an agent on your behalf. There's a - let me first tender that opening bundle, Commissioner.

COMMISSIONER: Is there any objection to the tender?

MR DE JERSEY: No, Commissioner.

MR O'GRADY: No, Commissioner.

COMMISSIONER: What do you want to mark this as?

MR GISONDA: That can be ROS, short for Rosenlund, ROS1.

COMMISSIONER: So that's Toombul Shopping Centre case study, bundle of documents of - I'll just describe them as various types, 16 pages.

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<EXHIBIT ROS1 TOOMBUL SHOPPING CENTRE CASE STUDY BUNDLE OF DOCUMENTS OF VARIOUS TYPES 16 PAGES

MR GISONDA: Yes. And the second document, which is a statement from Mr
10 Chris Craner, C-r-a-n-e-r, a partner at KordaMentha, which is on the screen, as I say, he - or he organises for someone in his organisation to perform an admittedly rudimentary exercise, but it is an exercise that is made available online by ASIC. As you would know, Commissioner, a lot of effort is put into by the Federal
15 Government to ensure that workers have a range of information at their fingertips when making an important decision such as what should their super fund be. And I don't think there's page numbers, but what this exercise shows - it's just a comparison between an investment in BUSSQ and an investment in Cbus, and if your salary is \$100,000 a year, at page 65, the BUSSQ member would - is projected to receive
20 702,000 and the Cbus member \$833,000. You will see that on the screen.

20

COMMISSIONER: Yes, I see that.

MR GISONDA: And then the third page from the end, if you're earning \$150,000 per annum: 1,011,000 with BUSSQ; 1,191,000 with Cbus.

25

COMMISSIONER: And that's quite consistent with APRA saying any fund with under \$30 billion of funds under management is - what was your phrase - uncompetitive.

MR GISONDA: Uncompetitive. Possibly. And there are of course many features you need to look at when considering a superannuation fund. That includes fees and insurance and other benefits, perhaps the provision of tailored advice, that sort of stuff. But what this shows, as I say, at an admittedly elementary level, is that it can't
30 be said that BUSSQ far exceeds the performance of Cbus. If anything, there's an argument that Cbus outperforms BUSSQ. So I tender that statement, Commissioner.
35

COMMISSIONER: Any objection? No objection. What do I call this, Mr Gisonda?

40 **MR GISONDA:** ROS2.

COMMISSIONER: So three-page statutory declaration made 2 April 2026, with - they don't have page numbers on them. How many pages of attachments are there?

5 **MR GISONDA:** I think there's three attachments. Yes, three annexures.

COMMISSIONER: Three annexures?

MR GISONDA: Yes.

10

COMMISSIONER: So statutory declaration made by Christopher John Craner, 2 April 2026, three pages with three annexures, will be ROS2.

15 **<EXHIBIT ROS2 STATUTORY DECLARATION MADE BY CHRISTOPHER JOHN CRANER, 2/4/2026, THREE PAGES WITH THREE ANNEXURES**

20 **MR GISONDA:** Yes. So as you will see in the evidence, the Rosenlunds felt pressured. They felt as though they had no choice to comply with some of the demands that were made of them by the CFMEU or its people. They explain why that's so in their statement. But there is another element to it, in my submission, which is that the individuals or some of the individuals that they came across in this project were men of a certain physical - possessing certain physical attributes that could understandably lead to intimidation.

25

COMMISSIONER: And you're talking about Mr Broadhurst here or Mr Broadhurst and others?

30 **MR GISONDA:** Well, I'll start with Mr Broadhurst. So I want to show you a video of Mr Broadhurst, which is the same video that Ryan Rosenlund watched when he was told that Trent Broadhurst was coming on site, and I believe that's got the current marking of CA6. So if we could just play that footage, please.

(Video played).

35

MR GISONDA: Commissioner, that was Mr Broadhurst with the knock-out. Can I then show you another video. This is marked CA7A and CA7B, and this is select footage of Eben Cox.

40 **COMMISSIONER:** Just before you go back to that, one of the flyers described Mr Broadhurst as a professional taking on - this is at page 7 of ROS1 - taking on amateurs. Is that common, for professionals to fight amateurs in boxing tournaments?

MR GISONDA: I think what that would be suggesting, Commissioner, is that the amateurs are part of the undercard.

5 **COMMISSIONER:** Oh, I see.

MR GISONDA: But I don't know who Mr Broadhurst was fighting on that occasion, but presumably another professional. The next video is Mr Eben Cox. He is, or was at the time, an organiser for the CFMEU. So if we could play that footage,
10 please.

(Video played).

MR GISONDA: That was Mr Cox with the knock-out. And then the third video is
15 marked CA8A and CA8B. This is footage of Trevor Sinclair, another - sorry, another organiser, former Queensland organiser of the CFMEU at the time.

COMMISSIONER: You said "former".

20 **MR GISONDA:** Former Queensland organiser. He is now presently employed by the New South Wales branch of the Construction and General Division of the CFMEU as an organiser.

(Video played).

25 **COMMISSIONER:** What's Mr Eben Cox's situation, the fighter before the - in the second clip? Is he a former organiser or current organiser of -

MR GISONDA: Mr Eben Cox was removed by way of redundancy on 20 August
30 2025 in circumstances described by Mr Irving last year. Mr Trevor Sinclair was removed by redundancy on 22 July 2025.

COMMISSIONER: But he's now employed by the New South Wales branch of the Construction and General Division of the federal union?

35 **MR GISONDA:** Yes, as an organiser. He seems to be in the same position as Dean Reilly, who was also removed by redundancy on 22 July 2025, but in the last month or so has become employed by the, again, New South Wales branch of the Construction and General Division.

40 **COMMISSIONER:** And I'll just make sure I'm right about this, but the New South Wales of the Construction and General Division is controlled by Mr Irving by the same scheme of arrangement that allows him to control the Queensland branch?

MR GISONDA: Yes. Can I tender those three videos, please.

COMMISSIONER: Any objection?

5

MR DE JERSEY: No, Commissioner.

COMMISSIONER: How will I describe - we'll perhaps deal with each one independently, the first one involving the boxing match -

10

MR GISONDA: Boxing footage of Trent Broadhurst.

COMMISSIONER: Do we have a date? Or is it enough just to say "boxing footage of Trent Broadhurst"?

15

MR GISONDA: I think that's enough, just to -

COMMISSIONER: Boxing footage of Trent Broadhurst will be ROS3.

20 <EXHIBIT ROS3 BOXING FOOTAGE OF TRENT BROADHURST

MR GISONDA: Yes.

COMMISSIONER: And the next one?

25

MR GISONDA: MMA -

COMMISSIONER: So what's that mean? Mixed martial arts?

30 **MR GISONDA:** Yes.

COMMISSIONER: Mixed martial arts footage of Eden -

MR GISONDA: Eben, spelt E-b-en, Cox, C-o-x.

35

COMMISSIONER: Undated again?

MR GISONDA: Undated.

40 **COMMISSIONER:** Will be ROS4.

<EXHIBIT ROS4 MIXED MARTIAL ARTS FOOTAGE OF EBEN COX

MR GISONDA: Yes.

COMMISSIONER: And the last one?

5 **MR GISONDA:** MMA footage of Trevor Sinclair.

COMMISSIONER: Mixed martial arts footage of Trevor Sinclair, undated, ROS5.

10 **<EXHIBIT ROS5 MIXED MARTIAL ARTS FOOTAGE OF TREVOR
SINCLAIR**

MR GISONDA: Yes. Commissioner, I want to have a quick look at the application that came in this morning to cross-examine both of the Rosenlunds by Mr O'Grady. I'm now ready to call, first, Mr Ryan Rosenlund. Would it be convenient to have the
15 break now and I can have a look at that application?

COMMISSIONER: Yes. Do I have a copy of that application to cross-examine?

20 **MR GISONDA:** You might not, because I think it came in just before the start of play.

COMMISSIONER: How much time do you need? Do you want 15 minutes?

25 **MR GISONDA:** Yes, that should be fine, Commissioner.

COMMISSIONER: We'll adjourn until 22 past 11.

<THE HEARING ADJOURNED AT 11.08 AM

30 **<THE HEARING RESUMED AT 11.22 AM**

COMMISSIONER: Mr Gisonda, before I forget, I think I interrupted you during your opening, and I think you said at some stage you were going to take the Commission to the historical basis of the role of shop steward or delegate. I'm not
35 asking you to do it now, but I just - I would be assisted by that at some stage.

MR GISONDA: Yes. I think that might be better to do once the witnesses are finished for the day.

40 **COMMISSIONER:** Very well.

MR GISONDA: And so to that end, can I now call Mr Ryan Rosenlund, please.

COMMISSIONER: Is Mr Rosenlund in the body of the courtroom? Mr Rosenlund, can you come forward to the witness box, please.

<RYAN KAARL ROSENLUND, AFFIRMED

5

<EXAMINATION BY MR GISONDA

COMMISSIONER: Thank you, Mr Rosenlund. Just take a seat there. I think you've got your statement and annexures next to you on that - I don't know you call it, little table, and Mr Gisonda will ask you some questions.

10

MR GISONDA: Thank you. Can you please tell the Commissioner your full name?

MR R. ROSENLUND: Ryan Kaarl Rosenlund.

15

MR GISONDA: And what is your occupation?

MR R. ROSENLUND: I'm a managing director of the group of companies at Rosenlund Group.

20

MR GISONDA: And your business address is Wentworth Place, Banyo?

25

MR R. ROSENLUND: That's correct.

MR GISONDA: And you appear today having received a summons to appear via the Commissioner?

30

MR R. ROSENLUND: Yes, that's right.

MR GISONDA: And you have also affirmed a statement, having received a notice from the Commissioner requiring you to do so; is that right?

35

MR R. ROSENLUND: That's right.

MR GISONDA: And that statement is dated 14 April 2026. You've got a copy there in front of you?

40

MR R. ROSENLUND: Yes, I do.

MR GISONDA: And that statement is 23 pages and 227 paragraphs long. Can I just direct you, please, to paragraph 118, please, of that statement. That's at page 13.

MR R. ROSENLUND: Yes.

MR GISONDA: Are you able to see that okay on the screen?

5 **MR R. ROSENLUND:** Yeah, I can see it on the screen.

MR GISONDA: These are the dates that your records show that Mr Broadhurst shut down the site, and you see at paragraph (d) and (e) the year is 2026.

10 **MR R. ROSENLUND:** Yep.

MR GISONDA: Is that an error and should it be 2024?

15 **MR R. ROSENLUND:** Yeah, that would have to be 2024.

MR GISONDA: And then you've got attached to that bundle, and you refer to that bundle throughout your statement, documents totalling 469 pages; is that right?

20 **MR R. ROSENLUND:** That's right.

MR GISONDA: I tender the statement of Mr Rosenlund and bundle of documents.

COMMISSIONER: Any objection?

25 **MR DE JERSEY:** No.

COMMISSIONER: No objection.

30 **MR GISONDA:** That should be ROS6, Commissioner.

COMMISSIONER: Thank you, Mr Gisonda. The witness statement of - is it C for Carl or K for Kaarl?

35 **MR R. ROSENLUND:** K for Kaarl.

COMMISSIONER: The witness statement of Ryan Kaarl Rosenlund, dated 14 April 2026, 227 paragraphs, 23 pages, with 30 annexures, as amended in the witness box at paragraph 118(d) and (e), will be ROS6.

40 **<EXHIBIT ROS6 WITNESS STATEMENT OF RYAN KAARL ROSENLUND, DATED 14/4/2026, 227 PARAGRAPHS, 23 PAGES, WITH 30 ANNEXURES, AS AMENDED IN THE WITNESS BOX AT PARAGRAPH 118(D) AND (E)**

MR GISONDA: Thank you, Commissioner. Can you tell, Mr Rosenlund, the Commissioner just a little bit about your excavation and demolition business? What does the business involve and what sort of projects does the business work on?

5

MR R. ROSENLUND: Rosenlund Contractors has been around for over 50 years. We generally work on -

COMMISSIONER: Did you say 50 years?

10

MR R. ROSENLUND: 50 years, yes. And we generally work on the larger demolition projects around town. They're generally referred to as EBA jobs. That's with working under the -

15 **COMMISSIONER:** You might just have to speak up or slow down or both, Mr Rosenlund. I know it's a bit - I'm just finding it hard to hear you.

MR R. ROSENLUND: Okay. Sure. So we work generally on the larger demolition projects around town in Queensland, New South Wales, and Victoria
20 sometimes, but mostly in the south-east pocket of Queensland.

MR GISONDA: Just if we go to page 19 of the bundle, your statement, please. Sorry, page 19 of the bundle. Just perhaps zoom in on that second picture a bit so we can see it a bit clearer. Just explain to the Commissioner what that picture is of that
25 piece of machinery there.

MR R. ROSENLUND: So that is a picture of the Gold Coast Hospital that we demolished at Southport for the State Government. The excavator in the centre of the picture is our customised ultra high-reach demolition excavator that is used to
30 demolish very tall structures.

COMMISSIONER: Which hospital was it again?

MR R. ROSENLUND: The Gold Coast Hospital at Southport.

35

MR GISONDA: And you're one of the few companies, perhaps the only company that has that piece of machinery; is that right?

MR R. ROSENLUND: At the time we were the only company. There's another
40 one of a similar scale in the country at the moment, but it's one of two.

COMMISSIONER: You said only one or two in the country?

MR R. ROSENLUND: In the country, yes, and it's only in recent times.

MR GISONDA: The focus of what we're going to talk about today is the Toombul Shopping Centre. And that shopping centre was damaged by the 2022 Brisbane floods; is that right?
5

MR R. ROSENLUND: That's correct.

MR GISONDA: And who owned the site at the time that it was damaged by the floods?
10

MR R. ROSENLUND: Mirvac owned the site at the time.

MR GISONDA: Mirvac owned the site. And at some point in 2022, Mirvac made a decision to demolish that centre, because you received, didn't you, in August 2022, an invitation to tender for its demolition?
15

MR R. ROSENLUND: That's correct, yes.

MR GISONDA: And you give some evidence in your statement - this is around paragraphs 31 and 32 on page 3, and then going on to page 4, the top of page 4, that this tender process seemed to drag out for over a year, and it's not until December 2023 - this is at paragraphs 36 to 38 of your statement - that you were told you'd won the tender; is that right?
20

MR R. ROSENLUND: Yeah, that's right. There were several different aspects to the tender process. The - initially, the works were around the clean-up of the inside of the building, and it wasn't till later on when Mirvac knew that they were going to demolish the entire structure that the tender was revised.
25

COMMISSIONER: I'm just finding it hard to hear your evidence. Sorry, Mr Rosenlund. Does the witness need to be a bit closer to the mic? Is that -
30

MR GISONDA: See if you can sit forward a bit, Mr Rosenlund.
35

MR R. ROSENLUND: Yep.

COMMISSIONER: I'm sorry, can you just give your answer again, Mr Rosenlund?

MR R. ROSENLUND: So there were several aspects to the tender process. Initially, the works were about cleaning up the inside of the flood-damaged structure. Ultimately, we didn't do that work. It was only later on that Mirvac changed the - our scope of works to include the structural demolition of the entire building.
40

MR GISONDA: And so in December 2023 you're told you've won the tender, and in January 2024 you sign a contract for the demolition works. Can I ask you, is it your understanding that your blue-collar workforce are eligible to be members of the CFMEU. Is that your understanding?
5

MR R. ROSENLUND: That's my understanding, yes.

MR GISONDA: And is it correct that, typically, your workers consist of labourers, Bobcat and mini-excavator operators, and large excavator and heavy machinery operators?
10

MR R. ROSENLUND: That's right.

MR GISONDA: And you explain that historically it was the position that Rosenlund Contractors Pty Ltd always had an EBA with the CFMEU. Is that historically the case?
15

MR R. ROSENLUND: Yes, historically we'd had an EBA for 20-odd years throughout the part.
20

MR GISONDA: And you say at page 2 of your statement, paragraph 9, that, armed with an EBA, Rosenlund Contractors only tendered for EBA work, and you contrast this with another company in a group -
25

COMMISSIONER: Sorry, which paragraph is this, Mr Gisonda?

MR GISONDA: That's paragraph 9 on page 2.

COMMISSIONER: Thank you.
30

MR GISONDA: Do you see the first sentence:

"Rosenlund Contractors only tendered for EBA work."
35

Can you explain, please, to the Commissioner, what does that mean, EBA work?

MR R. ROSENLUND: So EBA work would generally be work done under a principal contractor that also holds an EBA with the CFMEU. And so the builders were - would generally only go out to other subcontractors who also held an EBA with the CFMEU.
40

MR GISONDA: And is that a written rule somewhere, or was it an unspoken rule?

MR R. ROSENLUND: It's an unspoken rule.

5 **MR GISONDA:** All right. So, just so we understand, if it's a - if you're bidding for work on a contract where the head contractor has an EBA with the CFMEU, you understood the expectation to be that you too needed an EBA in order to win that subcontract?

10 **MR R. ROSENLUND:** Yes, absolutely.

COMMISSIONER: When you say "absolutely", why do you say that?

15 **MR R. ROSENLUND:** It had proven time and time again that you just would not get invited to the tender process at all if you weren't compliant with the EBA and the CFMEU.

MR GISONDA: And Rosenlund Contractors had an EBA with the CFMEU that expired on 31 December 2022. Do you remember that?

20 **MR R. ROSENLUND:** Yes, I do.

25 **MR GISONDA:** And if we could go to page 35 of your bundle, please, that's the agreement there between Rosenlund Contractors and the CFMEU, described as a Union Collective Agreement. Can I just now focus on your dealings with an organiser of the CFMEU by the name of Jamie Porter.

MR R. ROSENLUND: Mmm-hmm.

30 **COMMISSIONER:** Just before you do that, you mentioned there is this spoken or unspoken rule. Is the reason you asked that question because it would be unlawful for a principal contractor to require a CFMEU enterprise agreement, or indeed any enterprise agreement, prior to allowing someone to tender for work as a subcontractor?

35 **MR GISONDA:** Certainly inconsistent with the code of conduct, which you've heard evidence about, and there's an argument that it's also inconsistent with the Fair Work Act.

40 **COMMISSIONER:** I'm sorry. I interrupted you.

MR GISONDA: So turning to your - well, let's be a bit more accurate - your brother's dealings with Jamie Porter, the CFMEU organiser, but you were then provided with a copy of the emails recording those dealings. Given what you've just

said, when the EBA expires, which it did in this instance on 31 December 2022, you - that is, Rosenlund Contractors - want another EBA with the CFMEU in order to bid for EBA projects.

5 **MR R. ROSENLUND:** That's correct.

MR GISONDA: And if we go to page 206 of your bundle, and if we could just focus on the email that's at the bottom of the screen. Thank you. This is from Jamie Porter, organiser of the CFMEU, to Darcy Rosenlund, your brother, and the title of
10 the email is EOI - or the subject is EOI 23-27, and Mr Porter says first:

"Attached is the EOI 23-27 as discussed, can you get this filled in and get back to me asap."

15 Can we go, please, to the opening bundle - that's ROS1 - and page 10 of that bundle. Sorry, ROS1, the opening bundle, page 10. Perhaps if we just zoom in at the top of that page so we can see it. That's a document entitled Expression of Interest for a Union Collective Agreement. That's the EOI that was being provided to your
20 organisation by the CFMEU; is that right?

MR R. ROSENLUND: That's right.

MR GISONDA: And you say there at the top under the heading it says:

25 "Please return this completed form along with payment of \$2,970.00 (incl.GST)."

Is it your understanding that in order to secure an EBA with the CFMEU, you must first fill out this form and pay \$2,970?

30

MR R. ROSENLUND: That's correct.

MR GISONDA: And if we go over to page 11 of this bundle, you'll see that - the transaction, the payment on 24 July 2023, of that amount: 2970. Do you see that?

35

MR R. ROSENLUND: Yes.

MR GISONDA: And over the page - this is just for your reference, Commissioner, page 12 - this is a bank statement from the CFMEUQ, the CFMEUQ main account,
40 and the particular transaction is on page 13, about halfway down, you'll see there a credit for Rosenlund Contractors: 2970.

COMMISSIONER: Why has it gone to the state body? This is a federal agreement. Is that a question I should -

5 **MR GISONDA:** That's a question for another time, Commissioner. Now, if we go back to page 206 of the bundle, of your witness bundle, and this is the email from Jamie Porter. So page 206. Okay. So that's the EOI that he's saying has to be filled out and you need to get back to him, and we saw that that was filled out and paid about five days later. Then he says:

10 "Furthermore can I get names, dates of birth and superannuation for each employee."

Do you know why he was asking for those details?

15 **MR R. ROSENLUND:** I can assume to be able to check their details with BUSSQ.

MR GISONDA: Yes. And he's not drawing a distinction there between employees who are members of the union and those employees who are not. Do you agree with that?

20 **MR R. ROSENLUND:** Yes.

MR GISONDA: And then he says:

25 "As discussed the superannuation fund for this agreement is BUSSQ most members have been in meetings with our hierarchy explaining this, we will need each employee to have a BUSSQ account."

30 Do you remember this being an issue between your organisation and the CFMEU in 2023?

MR R. ROSENLUND: Yes.

35 **MR GISONDA:** And what exactly were they wanting Rosenlund to do about BUSSQ?

MR R. ROSENLUND: I think they thought we were able to swap people's superannuation funds over at a click of a button, but that's not possible.

40 **MR GISONDA:** It's not possible because it depends upon the employee electing to open an account with BUSSQ and choosing BUSSQ as the nominated fund for the payment of super from its employer?

MR R. ROSENLUND: That's right.

MR GISONDA: And then he says:

5 "I will also attach a link to a fair work approved agreement which will be mirrored throughout so you can read through and change rates."

And you might just be able to see there that at the very end of the link, you see the words "Reo-Tek". Can you see that at the end of that link?

10

MR R. ROSENLUND: Yes.

MR GISONDA: They had provided to you an EBA that had already been agreed with an organisation called Reo-Tek.

15

MR R. ROSENLUND: That's right.

COMMISSIONER: This might not be a question for this witness, Mr Gisonda, but this payment of \$2,970, did Ms King - Ms Schinnerl said no other union that she was aware of charged employers for the costs associated with entering into an enterprise bargaining agreement?

20

MR GISONDA: I'm almost certain it was Ms Schinnerl, and one assumes that the reason why that's so is because it's a possible contravention of 353 of the Fair Work Act, which prohibits the making of a bargaining services fee.

25

Then if we go to page 205 of your bundle, this is now an email from Mr Porter dated 3 August. You've filled in the form, you've paid the money, and the response is:

30 "Hi Darcy, I'm still waiting on a list of all employees with date of birth and current super fund that each is with. Each of the 15 employees will need to have a BUSSQ account."

And then the email at the top of the page, Darcy says:

35

"We have had a reasonable attempt at trying to get all the guys across."

And he attaches an email trail:

40 "We will send the information out again and try to finalise."

So your organisation was trying to, if I can use this word, persuade your employees to transfer their nominated super fund to BUSSQ; is that right?

MR R. ROSENLUND: Not in those words. I provided very general advice in an email to all employees about the end of financial year occurring, and while they were looking at their myGov account, they should also perhaps look at their performance of their superannuation fund, and if they've got any questions they should contact BUSSQ. I certainly wasn't in a position to give them any financial advice or direct them to change their fund.

MR GISONDA: And why did you feel you couldn't go further and say, "Well, employees, you really need to put your super with BUSSQ if you want to have a position with us going forward"?

MR R. ROSENLUND: Well, it's - a person's superannuation fund is their own choice. It's nothing to do with me.

MR GISONDA: Okay. And so this exchange goes on for a little bit about - he's wanting these BUSSQ accounts to be set up. And then if we go to page 201 of the bundle, there's an email at the bottom of that page from Mr Porter, again to Darcy. We're now at 29 August. He says:

"Hi Darcy, I have a few guys that owe money for dues."

And he sets out seven workers who appear - what this appears to be a reference to is money owing to the union for their membership fees.

MR R. ROSENLUND: That's right.

MR GISONDA: And then he says - we're now at page 202:

"I am also still waiting on a few names for the superannuation if you send me through jobs they are all on then I can go and see them personally. Until we get these two issues sorted we can proceed."

What was that a reference to: "We will proceed once these two issues are sorted"?

MR R. ROSENLUND: That's a reference to having everyone with BUSSQ and us paying those union fees, allegedly union fees.

MR GISONDA: Yes, and then proceed to do - he says, "Until we can get those issues sorted we can proceed." What's the "proceed" a reference to?

MR R. ROSENLUND: That would be proceeding with the EBA.

COMMISSIONER: When you say "union fees", do you mean what are alleged to be membership dues? Is that what you mean by "union fees"?

5 **MR R. ROSENLUND:** Yes, that's what I mean, yes.

COMMISSIONER: I don't understand why you're being asked to pay membership dues for seven of your employees in various amounts.

10 **MR R. ROSENLUND:** I - that's just what occurred. I can't add any more to that.

MR GISONDA: We'll come back to the next round of fees that are paid by your employees in 2024 in a little while. If we just now go back - so that was occurring in 2023, and presumably those issues were not sorted - or perhaps you'll tell me there's another reason - because going into 2024, you still didn't have an EBA, did you?

15 **MR R. ROSENLUND:** No, we didn't.

MR GISONDA: And was this the reason - what we've just spoken about, was this the reason why you didn't have one or was there another issue circling around?

20 **MR R. ROSENLUND:** The issue was about the BUSSQ. It was an issue that was insolvable, in my opinion.

COMMISSIONER: Was insoluble?

25 **MR R. ROSENLUND:** Insolvable. I couldn't solve it myself.

MR GISONDA: If we then go back to the Toombul project. So you start works on the site in February 2024; is that right?

30 **MR R. ROSENLUND:** That's right.

MR GISONDA: And that begins with might be described as enabling works and preparations. And it's not until March '24 that you get a full cohort of workers on site and you start knocking down structures. Is that correct?

35 **MR R. ROSENLUND:** That's correct.

COMMISSIONER: And is the cohort the 35 or so that Mr Gisonda opened this case study with? Were you in the courtroom this morning?

40 **MR R. ROSENLUND:** Yes, I was.

COMMISSIONER: You heard Mr Gisonda talk about 35 members and - 35 workers and three related trades?

5 **MR R. ROSENLUND:** Yes. That wasn't until much later, once the major structural works started.

MR GISONDA: So there's a ramp-up to 35; is that right?

10 **MR R. ROSENLUND:** Yes, that's right.

MR GISONDA: And do you have a guess as to how many workers might've been there in March at about the time Mr Broadhurst turns up?

15 **MR R. ROSENLUND:** There probably would've been about 10 to 12 workers.

MR GISONDA: And so one consequence of you not having a registered EBA with the CFMEU is that, legally speaking, you're obliged to pay your workers in accordance with the 2022 expired EBA. Is that your understanding?

20 **MR R. ROSENLUND:** That's my understanding, yes.

MR GISONDA: And so in March - and you can confirm whether this is correct, but in March you get a visit from Mr Eben Cox; is that right?

25 **MR R. ROSENLUND:** That's right.

MR GISONDA: And on that visit, you say he hands you the Reo-Tek agreement?

30 **MR R. ROSENLUND:** Yes.

MR GISONDA: And what does he say to you about that agreement?

35 **MR R. ROSENLUND:** He says, "These are the new rates you have to start paying on the site, and if you don't start, you won't pick up a shovel on the site again."

MR GISONDA: And did he make that comment about not picking up a shovel on the site, was that a comment about paying the rates under the Reo-Tek agreement, or was that about the hiring of Mr Trent Broadhurst? Because he made two demands of you in March, didn't he?

40 **MR R. ROSENLUND:** Yes. So it's - the shovel comment and the Trent Broadhurst, the hiring of him, they all happened in around the same time, so, yeah, the - in terms of what we had to pay to the new EBA, that was certainly - when I was

given the document, that was at the expectation that we would then start paying all the pays and conditions that were in the EBA that we hadn't signed.

5 **MR GISONDA:** Right. So when you were visited by Mr Cox at some point in March, he makes the statement to you, in relation to one of his demands, that if you don't do it, you won't pick up a shovel on the site again.

MR R. ROSENLUND: Yes.

10 **MR GISONDA:** And what was your reaction or what did you think about that statement being made? What did it mean to your business?

15 **MR R. ROSENLUND:** Look, it was an existential threat to us. We - at the time, we'd already started the project. We were locked in with Mirvac and we needed to get the job done. And any delays would not only impact us; it had the potential to impact other Mirvac sites.

20 **MR GISONDA:** And so despite the fact that you didn't have a registered EBA with the - sorry, let me correct that. Despite the fact you didn't have a new registered EBA with the CFMEU, you'd put in an application form in the middle of 2023; right?

MR R. ROSENLUND: That's right.

25 **MR GISONDA:** You'd paid \$2,970; correct?

MR R. ROSENLUND: That's right.

30 **MR GISONDA:** You'd tried your best to get workers at least thinking about BUSSQ as a super option; correct?

MR R. ROSENLUND: Yes.

35 **MR GISONDA:** Despite those things, you still weren't given the new registered EBA, but the CFMEU insisted that you pay in accordance with the new EBA; is that right?

MR R. ROSENLUND: That's correct.

40 **MR GISONDA:** And you complied with that demand?

MR R. ROSENLUND: Yes.

MR GISONDA: And you've calculated that that cost your company on this project an extra \$293,000 in wages?

MR R. ROSENLUND: That's right. Just that project.

5

MR GISONDA: If we then turn to the -

COMMISSIONER: And did you comply with the demand to pay the seven employees the so-called - or pay the union the so-called membership fees?

10

MR R. ROSENLUND: At what time was that?

COMMISSIONER: This is August 2023.

15 **MR GISONDA:** Remember in '23 there was the BUSSQ issue, and then they produced a list of six or seven employees.

MR R. ROSENLUND: Yep, yep.

20 **MR GISONDA:** Do you know whether fees for those employees were paid or not?

MR R. ROSENLUND: Yes, they were paid.

COMMISSIONER: By you?

25

MR R. ROSENLUND: By us, yes.

COMMISSIONER: To whom?

30 **MR R. ROSENLUND:** To the CFMEU.

MR GISONDA: I think we'll come back to this shortly, Commissioner, but it's not strictly - yes, there's a direct payment from Rosenlund to the union, but it's not, strictly speaking, them paying for the fees. But we'll come back to that.

35

COMMISSIONER: Right. If you want me to stop asking questions because you're going to come to it, just tell me that you'll come to it. It might be difficult.

40 **MR GISONDA:** Okay. I then want to ask you about the visit from Mr Cox about Mr Trent Broadhurst, which you set out from paragraph 63 onwards of your statement. That's at page 6 of your statement. And you'll see there at paragraph 64 that there's a reference to Jade needing a union delegate - deciding that you needed a

union delegate on site. What do you remember about that conversation with Mr Cox?

5 **MR R. ROSENLUND:** I remember he was very insistent that the direction came from Jade and it was a decision that was out of his hands and we were all just going to have to live with it and that's - that's the end of it.

10 **MR GISONDA:** And you say that in the context of the shovel comment, you didn't feel like you had a choice?

MR R. ROSENLUND: You didn't have a choice.

15 **MR GISONDA:** And what did your - did you have a discussion with your father about this turn of events?

MR R. ROSENLUND: Not at that time. I knew - I knew what Neile's position would be, and, you know, he would've not particularly liked that decision, and it just would've inflamed the situation.

20 **MR GISONDA:** Why do you say that you knew that he wouldn't like the decision?

MR R. ROSENLUND: Well, historically he would not have - you know, he would've probably shut the site down himself and just, you know, thrown the keys at them, so to speak, and just gone, "I'm not doing that."

25 **MR GISONDA:** But you felt - well, perhaps we're repeating ourselves now, but just explain again to the Commissioner why, despite that historical position of your father and despite you knowing what your father's position would be, why you felt that this was a decision that you were going to go along with?

30 **MR R. ROSENLUND:** Well, the decision was largely based around the fact that he was only going to be there for two months and we'll just have to grin and bear it for two months and it's just going to be a cost to the project and in two months' time we'll be out of the - out of it and we'll be able to move on with it.

35 **MR GISONDA:** Sorry, that was - there was a comment there, was there, at the start that you asked for how long he'd be there.

40 **MR R. ROSENLUND:** Yep.

MR GISONDA: And the response was?

MR R. ROSENLUND: Was two months.

MR GISONDA: So you felt, "Well, as bad as this might be, I can live with two months."

5 **MR R. ROSENLUND:** Yes. It was a commercial decision.

MR GISONDA: And at paragraphs 69 and 70, you set out - now, you don't know whether this is in fact true or not, but when you were making this decision, you had already been told by workers on other sites that this was something that was
10 happening on those sites too.

MR R. ROSENLUND: Yes.

MR GISONDA: And one of those sites was Herston at - where Hutchinson
15 Builders were forced to hire a delegate. Do you know what that site was, what that project was?

MR R. ROSENLUND: Yes, that was building a car park at the hospital.

20 **MR GISONDA:** And what about the project in paragraph 70, the ADCO QTMP site?

MR R. ROSENLUND: So the ADCO QTMP site is a more recent site, and that is - you know, we see the same sort of behaviour on that site as we saw at Toombul.
25

MR GISONDA: But you're just there - that's what you had been told by others. You didn't know if it was true or not, but it seemed consistent with what you were now confronted with?

30 **MR R. ROSENLUND:** Very consistent, yes.

MR GISONDA: At page 7 of your statement, paragraph 75, you say that you thought to yourself, "Well, how do I ensure that" - these are my words, not yours: "How do I ensure that this man is gone after two months?" That was what was
35 exercising your mind; is that right?

MR R. ROSENLUND: That's right.

MR GISONDA: And so what did you try and do to protect yourself?
40

MR R. ROSENLUND: I drafted up an employment contract to attempt to isolate his role to the Toombul Shopping Centre project and for a period of two months.

MR GISONDA: Can we go to page 189 of the bundle, please. This is an email that you sent to Mr Broadhurst; is that right?

5

MR R. ROSENLUND: That's right.

MR GISONDA: And you attach to this email an employment contract, and you make clear that you will be paying him in accordance with the newer '23-'27 agreement; is that right?

10 **MR R. ROSENLUND:** That's right.

MR GISONDA: And that's the agreement that Mr Cox said to you that you have to pay your employees in accordance with?

15 **MR R. ROSENLUND:** Yes.

COMMISSIONER: You say that you weren't - this is at 73 - you weren't provided a copy of his CV, you weren't given the opportunity to interview him, and the first time you met him was when he turned up on site. How did you recognise him? How
20 did you know this was the chap you had to employ?

MR R. ROSENLUND: How would you recognise Mr Broadhurst? He stands out as a - he certainly didn't wear attire that you would expect a construction worker to wear on site. He was, you know, dressed all in black with shorts on. He wasn't there
25 to do - do any construction work, put it that way.

MR GISONDA: And you didn't know that he had just come from the Cross River Rail project, did you?

30 **MR R. ROSENLUND:** No, I had no idea.

MR GISONDA: You didn't know the circumstances of his departure from that project?

35 **MR R. ROSENLUND:** No.

MR GISONDA: And if we go to page 192 of your bundle - page 192, please. Yes. Paragraph 1. That's your attempt to say, "You will be here for two months and on
40 the Toombul Shopping Centre only."

MR R. ROSENLUND: Yes.

MR GISONDA: And why were you - what was your thinking in terms of restricting it to the Toombul Shopping Centre?

5 **MR R. ROSENLUND:** I was told that's where he was going to be working, and I obviously didn't want him going around to all the other sites that we had running at the same time and causing issues on those sites also.

COMMISSIONER: When you say "told", told by Mr Eben Cox?

10 **MR R. ROSENLUND:** That's right.

MR GISONDA: And if we go to page 199, you see there job title Union Delegate. Why have you given him that job title?

15 **MR R. ROSENLUND:** I was told he was our new union delegate.

MR GISONDA: You didn't have any vacant role that needed to be filled at that time on the site?

20 **MR R. ROSENLUND:** No, we didn't.

MR GISONDA: You didn't have any need for an additional worker on the site?

25 **MR R. ROSENLUND:** No.

MR GISONDA: You were told that he was the new delegate, so that's why you've got his job title here as Union Delegate.

30 **MR R. ROSENLUND:** Yes.

COMMISSIONER: Who - again, you were told by Mr Eben Cox?

MR R. ROSENLUND: Yeah.

35 **MR GISONDA:** And he never signed his contract, did he?

MR R. ROSENLUND: No.

40 **MR GISONDA:** You never heard from him about this contract?

MR R. ROSENLUND: No, it was never brought up again.

COMMISSIONER: It was never what, sorry?

MR R. ROSENLUND: It was never brought up. He never referred to it.

5 **MR GISONDA:** What did you think about his failure to sign it or otherwise respond to this document?

MR R. ROSENLUND: It was sort of expected. I wasn't expecting him to return it signed. I thought that as long as I had sent something, I'd created a record, and, you know, that's - that's as good as it's going to get at this point.

10 **COMMISSIONER:** How did you give it to him?

MR R. ROSENLUND: I emailed it to him.

15 **COMMISSIONER:** How did you get an email address for him?

MR R. ROSENLUND: He filled out a paper employee details form, and that came back through for payroll processing, so I had some basic contact details for Trent.

20 **MR GISONDA:** He turns up on the site on the 20th - I can show you the pay record if that would assist, but do you remember it being 20 March?

MR R. ROSENLUND: I don't remember the exact date, but a time in March I do remember.

25 **MR GISONDA:** Yes. Perhaps you can take it from me that he was - this will be in Mr Neile Rosenlund's witness statement and bundle - that he was first paid from 20 March 2024 to 26 March 2024. So if 20 March appears to be the first day that he received some payment, if we then go to page 200 of your bundle, please. This is a
30 text message that you received from him; is that right?

MR R. ROSENLUND: That's right.

MR GISONDA: And you received it on the afternoon of 21 March; is that right?

35 **MR R. ROSENLUND:** That's right.

MR GISONDA: And he says:

40 "Hey mate. It's Trent, just had to duck off and grab some flags, posters from the office and pick up some membership cards. Should be finished around 3pm will let you know if it's earlier."

What happened after you received that text message on the site?

MR R. ROSENLUND: The site would always run better when he wasn't there. I don't exactly remember what happened specifically after 1.23 pm on the 21st.

5

MR GISONDA: What about in terms of - he says he's going to grab some flags and posters and things. Did they then turn up on site?

MR R. ROSENLUND: They would've shown up the following day. He wouldn't have come back at 3 o'clock to the site. He would've gone home.

10

MR GISONDA: And do you remember the site being covered in flags and posters and those sorts of things?

MR R. ROSENLUND: Yes.

15

MR GISONDA: And I think you say in your statement that the site office looked like a shrine to the CFMEU with all the stickers and things that had been put up?

MR R. ROSENLUND: Yes, that's an accurate description.

20

MR GISONDA: And those things weren't there before Mr Broadhurst started and they were there after he started?

MR R. ROSENLUND: Yes.

25

MR GISONDA: Then there's an incident with a man by the name of Neil Muller or Mueller. Do you know what Neil Muller is?

MR R. ROSENLUND: Yes, I do.

30

MR GISONDA: And he - this is now at page 8 of your statement, paragraph 84 - he was an experienced excavator operator; is that right?

MR R. ROSENLUND: That's right.

35

MR GISONDA: And how long had he been with your business for?

MR R. ROSENLUND: At least 28 years. A very long time.

40

MR GISONDA: And he was, at the time that the project started, the delegate that the workers had voted up, if I can use those words?

MR R. ROSENLUND: Yes, that's right.

MR GISONDA: And you describe an incident on - about a month after Mr Broadhurst turning up on site - this is at paragraph 85 - where there's a - and you
5 received this report from Mr Muller; is that right?

MR R. ROSENLUND: I think I would've got a phone call from the project manager on site, the site foreman.

10 **MR GISONDA:** And the report to you was that there had been a verbal altercation between Mr Broadhurst and Mr Muller?

MR R. ROSENLUND: That's right.

15 **MR GISONDA:** And Mr Broadhurst had accused him of being a shit delegate. Is that what you remember being told?

MR R. ROSENLUND: That's what I remember, yes.

20 **MR GISONDA:** And Mr Broadhurst had also accused Mr Muller of not doing enough to ensure that the workers were members of the union and that they had moved their super to BUSSQ.

MR R. ROSENLUND: Yeah. Yes.

25

MR GISONDA: And what happened? What did Mr Muller then do after that altercation?

MR R. ROSENLUND: He resigned as the - well, they forced him - they voted
30 someone else up to be the union delegate for the site.

MR GISONDA: And he - did he then take some time off work, did he?

MR R. ROSENLUND: My recollection was, yeah, he took some time off work.
35 We continued to pay him as if he was at work. It wasn't - it wasn't taking, like, stress leave. It was just to, I guess, have a break. That's my recollection.

COMMISSIONER: When you said "they" voted someone else up, who's the
40 "they"?

MR R. ROSENLUND: The - the workforce.

MR GISONDA: And that person was Mr Harding; is that right?

MR R. ROSENLUND: Yes, that's right.

5 **MR GISONDA:** And so was it the case that after this incident you effectively had two delegates on site: you had Mr Broadhurst and you had Mr Harding?

MR R. ROSENLUND: That's right.

10 **MR GISONDA:** And you describe Mr Harding as someone who started off as a good worker but he became, in a way, Mr Broadhurst's protege.

MR R. ROSENLUND: Yes.

15 **MR GISONDA:** And what did you notice about his behaviour as time went on, that is, Mr Harding?

20 **MR R. ROSENLUND:** It became more and more difficult to manage Mr Harding. He would take more and more time off work for union business. He would find reasons to stop or slow down work on site. He - he just became indoctrinated with the - the union mentality.

MR GISONDA: And what did he tell you about his other union activities, that is, Mr Harding?

25 **MR R. ROSENLUND:** At times, he would tell me that he - you know, he'd been on the Cross River Rail picket line at night. He was actively in the WhatsApp group, whatever that is, and he was very much participating in the union activities, and this was - this was a good thing for our company, because, you know, he's becoming more well known in the union circles.

30

MR GISONDA: And that WhatsApp group that you describe, what did he say was happening in that WhatsApp group?

35 **MR R. ROSENLUND:** It was more like a chat between all the union organisers and delegates about issues that are happening around town.

MR GISONDA: Did he mention anything to you about the Youth Crew?

40 **MR R. ROSENLUND:** Yes. Yes.

MR GISONDA: What did he say to you about that?

MR R. ROSENLUND: He was an active member of the Youth Crew, wore their T-shirts and those sorts of things. He was of the right age to be a member of that Youth Crew. He was quite young.

5 **MR GISONDA:** How old roughly was he?

MR R. ROSENLUND: I would say he would've been at the time late 20s, early 30s.

10 **COMMISSIONER:** Do you know anything about this vote to vote Mr Harding up? Was it a secret ballot? Was it a show of hands? If it was a show of hands, was Mr Broadhurst present (indistinct) about the vote?

15 **MR R. ROSENLUND:** I wasn't there for the vote. I could draw some assumptions, but it would just be me.

COMMISSIONER: What are the assumptions?

20 **MR R. ROSENLUND:** The assumption would be that it was a tokenistic vote: Mr Broadhurst was there and it was a foregone conclusion that they get what they want.

COMMISSIONER: Why do you say that?

25 **MR R. ROSENLUND:** The other workers aren't going to stick their nose out to - to say something's wrong. They're just going want to get on with the project.

COMMISSIONER: Because of the desire to get on with the project or because of the nature of Mr Broadhurst or something else?

30 **MR R. ROSENLUND:** The nature of Mr Broadhurst wouldn't have helped the situation. He's a very volatile man.

MR GISONDA: You say that there are several occasions where Broadhurst complained to you about the BUSSQ situation; is that right?

35

MR R. ROSENLUND: That's right.

MR GISONDA: And what was he telling you about BUSSQ? What was his complaint?

40

MR R. ROSENLUND: His complaint that everyone wasn't with BUSSQ and that everyone just had to move over. It was a direction from the top, and that's just what the decision is.

MR GISONDA: Just to be clear, it's him saying that the need to move workers over to BUSSQ was a direction from the top?

5 **MR R. ROSENLUND:** That's right.

MR GISONDA: And your standard response was the same as - you described before your position about your employees and their super choices. What did you say to Mr Broadhurst when he told you that?

10

MR R. ROSENLUND: I said, "It's not a problem I can solve. It's out of my hands. If you wish to talk to the members about changing the superannuation funds and they choose to sign up and provide me with their member number, then that's a decision between - that they can make.

15

MR GISONDA: If we then go to page 208 of your bundle, that is another text message from Mr Broadhurst and he says:

"Eben has said if you don't have labour to use these guys."

20

Did he send you the contact details of a company called United Labour?

MR R. ROSENLUND: Yes.

25 **MR GISONDA:** And Eben: that was a reference to Mr Cox?

MR R. ROSENLUND: That's right.

MR GISONDA: Did you, in fact, use United Labour Hire on site?

30

MR R. ROSENLUND: Not to my recollection, no.

MR GISONDA: Was this pushed any further by Mr Broadhurst?

35 **MR R. ROSENLUND:** No.

MR GISONDA: Using - had he pushed you further for it? Well, I'll withdraw that. About a month later, though, you were told that you had to hire a peggy; is that correct?

40

MR R. ROSENLUND: That's correct.

MR GISONDA: And if we go to page 10 of your statement, you were told to do that by Mr Broadhurst and Mr Cox together; is that right?

MR R. ROSENLUND: That's right.

5

MR GISONDA: And what did they say was the reason why you needed a peggy?

MR R. ROSENLUND: That the facilities were unhygienic.

10 **MR GISONDA:** And was that true? I mean, you were on site from time to time. Were the facilities unhygienic?

MR R. ROSENLUND: No, they weren't. They were being regularly maintained by a professional cleaner.

15

MR GISONDA: So you had hired a professional cleaner on the site, had you?

MR R. ROSENLUND: Yes.

20 **COMMISSIONER:** There couldn't have been the need for many facilities. You only had, what, a dozen people at the start, ramping up to 35.

MR R. ROSENLUND: Yeah, that's correct.

25 **COMMISSIONER:** I think you mentioned there was a site shed which was turned into a shrine. In that text message there's a reference to smoko sheds, plural, and the toilets. How many toilets, smoko sheds and site sheds were there?

30 **MR R. ROSENLUND:** So the - I think there's included the site layout of the site compound. There was only one - there was a toilet block. It probably had five toilets and a urinal in it. We started off with one smoko shed, which was a 40-foot container, and then it went to a second one, an addition, and there was a 40-foot site shed for our management.

35 **COMMISSIONER:** That was the one that was turned into a shrine?

MR R. ROSENLUND: No, the shrine was the first aid room, which was adjacent to the site shed. That was a separate - separate shed.

40 **COMMISSIONER:** So, in effect, the toilet facilities and four sheds?

MR R. ROSENLUND: Yeah, that's right. It wasn't very large.

MR GISONDA: If we go to page 239 of the bundle -

COMMISSIONER: I just don't know - you might be coming to this, Mr Gisonda, but I can't understand what a full-time cleaner would do.

5

MR GISONDA: Well, that's an aerial shot of the site. And the circle in red, that's the site shed, so-called; is that right?

MR R. ROSENLUND: That's right, yes.

10

MR GISONDA: And then at page - the next page over, that's the layout of the site shed; is that right?

MR R. ROSENLUND: Yes, that's right.

15

MR GISONDA: And the toilets are there on the bottom right-hand corner of that diagram. They're the toilets?

MR R. ROSENLUND: That's right.

20

MR GISONDA: And that there, which we're looking at, is what Mr Cox and Mr Broadhurst said required a full-time cleaner?

MR R. ROSENLUND: Yes.

25

MR GISONDA: And she became - she was employed - at least, she was paid to be there - full time? Eight hours a day, five days a week?

MR R. ROSENLUND: Yes, that's right. Yes.

30

MR GISONDA: And so what was she doing when she wasn't - I assume she's not spending eight hours cleaning that little structure there. What was she doing?

MR R. ROSENLUND: I tried not to bother myself with that, but I saw her on her phone lots, and - there wasn't a lot for her to do there.

35

MR GISONDA: And what happened to your existing cleaners that you'd engaged?

MR R. ROSENLUND: We had to stop - stop them.

40

MR GISONDA: And why did you stop them?

MR R. ROSENLUND: Because we were already paying for a peggy on site.

COMMISSIONER: And these were contract cleaners that you say in your statement had just - came in every evening and -

5 **MR R. ROSENLUND:** Yes, they were contract cleaners that worked with the 24-hour security, so they could come in late, early morning, and clean the sites every day.

COMMISSIONER: And you say they did an immaculate job?

10

MR R. ROSENLUND: Yeah, they did.

MR GISONDA: And did they say to you where this woman was coming from, why they had picked her to be the peggy?

15

MR R. ROSENLUND: No, they just - it was a bit like the Broadhurst situation. You just - a person appeared.

MR GISONDA: So you had no understanding as to why they had chosen her as opposed to others?

20

MR R. ROSENLUND: No.

MR GISONDA: You were just told, "This woman's turning up on site. Her name is Tammy. You will employ her."

25

MR R. ROSENLUND: Pretty much, yeah.

MR GISONDA: And did you have any - did you observe at all her interactions with Mr Broadhurst on site?

30

MR R. ROSENLUND: They always hung out a lot just by the nature of, you know, Trent having the - his office there and Tammy being, I guess, based as a peggy on - they - they sort of hung out a lot.

35

MR GISONDA: What was the reference there to it being a Mirvac site? And this is at paragraph 103 of your statement, on page 10. You say that Mr Cox told you that because it was a Mirvac site you needed a peggy?

40 **MR R. ROSENLUND:** Yeah. So I think the union was confused. I think they assumed that Mirvac was the principal contractor on the site and because of that reason - the expectation is that if it's a Mirvac site, Mirvac has peggies and we will have to have one too.

MR GISONDA: Now, the performance of Mr Broadhurst on site, you've set out from - just to round out Tammy Davies, sorry, what observation do you have about her skills as a cleaner?

5

MR R. ROSENLUND: I don't think she was particularly good at cleaning, but she was employed for the role. If you've got eight hours to keep a few toilets clean, I'm sure anyone can manage that.

10 **MR GISONDA:** And then turning to Mr Broadhurst -

COMMISSIONER: But she couldn't. You said she wasn't a good cleaner.

15 **MR R. ROSENLUND:** She wasn't an efficient cleaner. Like, the same cleaning was done by a professional cleaner overnight, in an hour or two, and, you know, she would - she was there all day to do the same job.

20 **MR GISONDA:** And then turning to Mr Broadhurst, in the first instance he was - we're now at page 12 of your statement, paragraph 116 onwards. You describe his role on site as that of a non-working delegate. Did you ever see him perform any substantive works on the site?

MR R. ROSENLUND: No.

25 **MR GISONDA:** And in fact, I think you said before there was nothing for him to do. You didn't need him as a worker on the site.

MR R. ROSENLUND: That's right.

30 **MR GISONDA:** And you saw him talking a lot to other workers and on his phone and otherwise in the site office; is that right?

MR R. ROSENLUND: That's right, when he was on site.

35 **MR GISONDA:** And you were told on a couple of occasions that workers had seen him asleep in the office?

MR R. ROSENLUND: Yes.

40 **MR GISONDA:** And at paragraph 117, you set out 36 separate instances where he was absent from site, one of which included, I think, two weeks of leave. That's at subparagraph (g). That essentially neutralised his disruptiveness on site; is that a fair comment?

MR R. ROSENLUND: Yeah, definitely.

5 **MR GISONDA:** And you say at paragraph 118 onwards that there was instances where he would shut down the site; is that right?

MR R. ROSENLUND: That's right.

10 **MR GISONDA:** And what were a couple of the things or some of the things that he was relying upon to justify shutting down the site? What was he saying the problem was?

15 **MR R. ROSENLUND:** He would rely on the inclement weather provisions of the EBAs to -

MR GISONDA: And - sorry, continue.

MR R. ROSENLUND: To justify his behaviour.

20 **MR GISONDA:** And one of the inclement weather provisions was what might be described as clause 16 of the - if we can call it this - the Reo-Tek agreement.

MR R. ROSENLUND: Yes.

25 **MR GISONDA:** And you didn't have that inclement weather provision in your existing, albeit expired, EBA; is that right?

MR R. ROSENLUND: That's right.

30 **MR GISONDA:** And is it correct that one of the things that Mr Broadhurst was particularly focused on - and if we go to page 126 of the bundle to your statement, page - that's probably good enough. That is the clause 16.14, and what he was particularly focused on was the need for a covered walkway between the workers' shed or the smokers' shed and the area where the worker was to be performing work;
35 is that right?

MR R. ROSENLUND: That's right.

40 **MR GISONDA:** What we might call - you've got a dry area, so that might be the site shed, and then he was saying, "It's been raining or it is raining. They now need to go to the excavator. You need to cover the workers' journey from the site shed to the excavator." Is that a point he was making?

MR R. ROSENLUND: Covered with a covered walkway.

MR GISONDA: With a covered walkway. And if we go back to that site -

5 **COMMISSIONER:** How could you possibly - how could that work on a site where - a demolition site where the excavator is moving all the time?

MR R. ROSENLUND: It can't work. And that's the very point.

10 **MR GISONDA:** And you also described that the excavators themselves were, in a way, a dry area, because it's enclosed for the operator and the operator can be in the excavator without getting wet; is that right?

MR R. ROSENLUND: That's right.

15

MR GISONDA: And he was - when it would rain, he was requiring workers to leave the dry excavator and come back to the site shed; is that right?

MR R. ROSENLUND: That's right.

20

MR GISONDA: And they would get wet in the process.

MR R. ROSENLUND: That's right, yes.

25 **MR GISONDA:** And then he'd complain that they'd gotten wet and hadn't been covered in the walk from the excavator to the site shed?

MR R. ROSENLUND: Yes.

30 **MR GISONDA:** Is there any danger or problem in someone remaining in an excavator whilst it's raining?

MR R. ROSENLUND: Not that I'm aware of.

35 **MR GISONDA:** What about this issue about when it had rained there were some puddles on site, and he was complaining about the workers potentially getting foot rot. Do you remember that?

MR R. ROSENLUND: I do remember that, yes.

40

MR GISONDA: And what was his position about that issue?

MR R. ROSENLUND: That if workers' feet get wet and they stay wet during the day, they can get foot rot and it's very dangerous, and it was - that was his complaint.

5 **MR GISONDA:** And what did you do in response to him saying that?

MR R. ROSENLUND: I - I went to Bunnings and bought a whole lot of steel-capped Wellington-style boots and took them to site. And some socks.

10 **MR GISONDA:** And what happened once you turned up to site with that gear that you'd purchased?

MR R. ROSENLUND: It still didn't placate his demands.

15 **MR GISONDA:** You also give some evidence about what you were informed by a worker about the trashing of the toilets on site. What were you told by that worker?

MR R. ROSENLUND: I was told that Trent trashed the toilets to have an excuse to shut the site down.

20 **COMMISSIONER:** How did he trash the toilets?

MR R. ROSENLUND: What was that, sorry?

25 **COMMISSIONER:** How did he trash the - what does that mean, "trash the toilets"?

MR R. ROSENLUND: Put toilet paper on the ground, make it appear to look dirty, and then shut the site down for not having hygienic facilities.

30 **COMMISSIONER:** He had a friend who was a full-time cleaner. Surely she could've cleaned it up.

MR R. ROSENLUND: Yeah. I - that sounds reasonable to me.

35 **COMMISSIONER:** So why did he close the site?

MR R. ROSENLUND: He just told the workers to go home.

40 **MR GISONDA:** I just want to - I won't go too much now into detail in relation to this campaign against Mr Fraser. Just tell the Commissioner briefly who Mr Fraser is.

MR R. ROSENLUND: Mr Fraser is another long-term employee at the Rosenlund Group. He's been there for 20-odd years. He's our operations manager. He sort of sits at, you know, the management level with myself, my brother and my father and runs the business with us.

5

MR GISONDA: And word got out on site, did it, that Mr Fraser was a - in the union's eyes - a dog; is that right?

MR R. ROSENLUND: That's right.

10

MR GISONDA: And that was a label that had been attributed to him by Mr Broadhurst?

MR R. ROSENLUND: Mr Broadhurst repeated it, but I'm told it had come from the union.

15

MR GISONDA: And you said that one of your workers told you about a rumour that, in the union's head office, there was what was described as a wall of dogs?

MR R. ROSENLUND: That's right.

20

MR GISONDA: And Mr Fraser's picture was on that wall?

MR R. ROSENLUND: That's right.

25

MR GISONDA: But you don't know if that's true.

MR R. ROSENLUND: I don't know.

MR GISONDA: But that was the rumour.

30

MR R. ROSENLUND: That was the rumour, and that was the reason they used to have a vendetta out against him.

MR GISONDA: So we'll deal with Neile Rosenlund in more detail this issue, but you did attend a meeting at your head office with Mr Cox and Mr Sinclair and your father; is that right? To discuss the Fraser issue?

35

MR R. ROSENLUND: Yes.

40

MR GISONDA: And what do you remember happening in that meeting?

MR R. ROSENLUND: I - I remember it - it got - it didn't get resolved. We discussed it in our boardroom with - with them, and then they insisted we leave our phones in the meeting room and we go and discuss it out in the car park, and that's where they said that Tim's not allowed on the site any more.

5

MR GISONDA: So if we go to paragraph 150 of your statement, this is at page 16 of the statement, it was Mr Cox, you say, that told you to remove your phone and to follow him outside?

10 **MR R. ROSENLUND:** That's right.

MR GISONDA: And what were you thinking when this was going on?

15 **MR R. ROSENLUND:** I thought this is ridiculous, but you know, if this is what we've got to do to try and keep the project going, we'll just see what happens.

MR GISONDA: And you say that once outside, Mr Cox said that Jade had directed us - us being Mr Cox and Mr Sinclair - that Mr Fraser was not allowed on site.

20 **MR R. ROSENLUND:** Yes, and he wasn't allowed to speak to any of their members.

MR GISONDA: And there was some resolution in the end to this issue, but your father dealt with that?

25

MR R. ROSENLUND: Yes.

COMMISSIONER: Who was Mr Fraser, sorry?

30 **MR GISONDA:** He was the member of Rosenlund management that -

COMMISSIONER: Below you, Mr Rosenlund, because you were the managing director?

35 **MR R. ROSENLUND:** Mr Fraser's also a director.

COMMISSIONER: Right.

40 **MR GISONDA:** Is it correct to say that with your - once your father has - your father and his brother were running the business, perhaps more so your father in more recent times, but in at least the last year or two, it's really fallen to yourself, your brother Darcy and Mr Fraser to run the company; is that right?

MR R. ROSENLUND: Yes, that's very accurate.

COMMISSIONER: And is Mr Fraser your father and your uncle's generation or your generation?

5

MR R. ROSENLUND: He's of my generation.

COMMISSIONER: Just going back to 117 for a moment, these are the - this is the - I don't know if it's right to talk about leave when you're a non-working delegate. Perhaps doesn't make any sense to talk about it. But Mr Gisonda said that Mr Broadhurst was paid \$61,000 before superannuation for the period 20 March 2024 to 6 September 2024. There's a lot of - what's the neutral word - absences during that six-month period, including, it looks like, a week of - two weeks' leave at point (g). For those other dates, did you pay Mr Broadhurst as if he was at work? I know that doesn't make sense, because he's a non-working delegate, but do you understand the gist of my question?

10
15

MR R. ROSENLUND: I understand the gist of your question, and mostly, yes, we did pay Mr Broadhurst whether he was there or not.

20

COMMISSIONER: And why was that?

MR R. ROSENLUND: That's just what we were expected to do.

COMMISSIONER: By whom?

25

MR R. ROSENLUND: By the union.

MR GISONDA: Can I ask you next about the scaffolding incident. So this is page 17 of your statement, paragraph 157 and 158. Mr Broadhurst told you that he needed some - that the site needed some scaffolding, and you heard the Commissioner's question during the opening. He said, "Why would there be a need for scaffolding on a demolition project?" What was he saying about the need for scaffolding, and what was your reaction to his assertion?

30
35

MR R. ROSENLUND: So he was referring to a specific area of the site - most people would remember it as the Kmart Tyre & Auto area - and it was still being used as an entranceway to the bus terminal that was active at the time. And so the bus terminal was still part of the Toombul Shopping Centre private property, and, you know, we - we had an option to do out-of-hours demolition of that structure that was on the boundary inside of the driveway. And there wasn't actually a need for scaffolding at all, but Trent thought there was, and that's where we ended up.

40

MR GISONDA: If we go to page 270 of the bundle, he gives you two options, doesn't he: Gryphon Scaffolding and RB Scaffolding.

MR R. ROSENLUND: That's right.

5

MR GISONDA: And he says in that text messages to you - gives you the contact detail of Rhys Mirkin from RB Scaffolding, and he says, "RB Scaffolding. The other company" - that would be Gryphon - "hasn't got back to me at all. If you call him" - presumably talking about Mr Mirkin from RB Scaffolding - if you call Mr
10 Mirkin - "just say Trent said to give you a ring and he said your look after you." What was the - what did you know about RB Scaffolding at the time? Were they a well-known company?

MR R. ROSENLUND: They're a well-known scaffolding company.

15

MR GISONDA: And are they known as having a particular reputation in terms of their relationship with the union?

MR R. ROSENLUND: They're very union friendly.

20

MR GISONDA: Do you remember whether, in getting with contact with RB Scaffolding, you did mention that Trent had said that they would look after you?

MR R. ROSENLUND: I don't remember if that was mentioned or not.

25

MR GISONDA: In any event, you got two quotes, one from RB Scaffolding, which was in excess of \$80,000 and one from Gryphon, which was in excess of \$20,000, and so you went with Gryphon?

MR R. ROSENLUND: Yes, of course.

30

MR GISONDA: And in your view, you didn't need scaffolding at all?

MR R. ROSENLUND: That's right.

35

COMMISSIONER: What's the reference there in the text, in the contact details, Sekona Mau Gryphon. What's that mean?

MR GISONDA: That's the contact for Gryphon.

40

COMMISSIONER: That's the name of the person?

MR GISONDA: Yes, Gryphon. And at page 280 of the bundle, just for your reference, Commissioner, there's an email from Sekona Mau, who's described then as a director of Gryphon.

5 **COMMISSIONER:** I see. Sorry, his name is Sekona Mau, not Sekona Mau Gryphon. I get it.

MR GISONDA: Yes. Okay. Then if we just go to page 285 of the bundle, you see at the bottom there an email from Mr Harding. That's the other delegate that you
10 described earlier?

MR R. ROSENLUND: Yes.

MR GISONDA: He says:
15

"Please find attached can we pay to the bsb and account on top of forum..."

I think that should be "form":

20 "...by COB. There will also be an authority coming through for the boys to give back over weeks."

And I think you're a bit confused about what this all means and how it's all structured, but you work it out in the end, which is at the top of this page, 285.
25 You've worked out that all of these workers are to have \$400 deducted from their wages and paid to the union?

MR R. ROSENLUND: Eventually deducted, yes.

30 **MR GISONDA:** And that totals \$9,600 there?

MR R. ROSENLUND: Yes.

MR GISONDA: And at page 289, this was the form that you were given. We've
35 blanked out the employees' addresses and their signatures, but each employee had said that they authorise a \$400 amount to be paid to the union, and then they've signed off on that.

MR R. ROSENLUND: Yes, that's my understanding.
40

MR GISONDA: And there was some confusion, if you then go over to page 291. You then got a second form that had different amounts, but what this form was really

saying was that some workers wanted \$100 deducted over four weeks and some wanted \$50 deducted over eight weeks?

MR R. ROSENLUND: Yes, that's right.

5

MR GISONDA: And at page 295 of the bundle, you've paid the union \$9,600 on account of those -

MR R. ROSENLUND: I've paid to a bank account I thought was - that was on that deduction form, yes.

10

MR GISONDA: The bank account that was on top of the deduction form.

MR R. ROSENLUND: The first one.

15

MR GISONDA: And what you then do, so this clarifies the question that the Commissioner was raising with you, is you pay the union \$9,600 directly and then you deduct the wages you pay the workers, some of them \$100 a week for four weeks.

20

MR R. ROSENLUND: Yes.

MR GISONDA: And others \$50 a week for eight weeks.

MR R. ROSENLUND: Yes, that's right.

25

MR GISONDA: But you understood there was a concerted campaign on the site to ensure that all workers were paid-up members of the CFMEU?

MR R. ROSENLUND: Yeah, definitely.

30

COMMISSIONER: Is this a lawful way to do this? I thought, at least going back a couple of centuries, there were laws against paying workers other than in the coin of the realm and in full unless they themselves - and even in some circumstances, they themselves couldn't change that rule. But assuming there's some authority to do it, how do they do it indirectly through the union?

35

MR GISONDA: Sorry, how do they do it -

COMMISSIONER: Do it indirectly through the union. I mean, how do you know this is legitimate?

40

MR GISONDA: Well, what you'll see is -

COMMISSIONER: Because these people might have been forced into doing this or - I don't - maybe it's not an issue.

5 **MR GISONDA:** Well, one thing that is noteworthy is that if you're, say, for
example, Gary Ellis, and you're presented with a form that already has 11 or so of
your co-workers who've signed up, you might think that it's a bit difficult to be the
odd person out and say you don't want to sign up. That's certainly an inference that's
open on the presentation of this form. You had a payroll officer, Eryn Laine; is that
10 right?

MR R. ROSENLUND: That's right.

MR GISONDA: And you regarded her as - she hadn't been with the company long,
15 but she was an old-school payroll officer who knew her way around EBAs and the
proper processing of wages due to workers; is that right?

MR R. ROSENLUND: That's right, yes.

20 **MR GISONDA:** And perhaps picking up the Commissioner's point, at page 300 of
the bundle, she did - tell me if you've got a different view - what might be described
as a very proper and diligent thing to do, which is send an email to those workers and
say, "We've received a request to deduct this payment from your wages. Would you
please confirm you authorise this to occur?"
25

MR R. ROSENLUND: Yes.

MR GISONDA: Do you agree that's a sensible and proper thing for her to do?

30 **MR R. ROSENLUND:** Yeah, very professional.

MR GISONDA: And the result at 298, page 298 of the bundle, is a report from Ms
Michelle Meyer-Gleaves. She's someone else in your office, is she?

35 **MR R. ROSENLUND:** She is, yes.

MR GISONDA: She says - this is a Microsoft Teams message; is that right?

MR R. ROSENLUND: That's right.

40 **MR GISONDA:** To you. I think it's cut off a bit there, but she's asking when you're
back in the office:

"Just letting you know Trent..."

That is, Mr Broadhurst:

5 "...just rang Eryn and ripped her a new one and she probably needs a rant with you."

Do you remember getting that message?

10 **MR R. ROSENLUND:** Yes, I do.

MR GISONDA: And you spoke to Ms Laine after this incident, did you?

MR R. ROSENLUND: Yes.

15

MR GISONDA: And how was she when you spoke to her?

MR R. ROSENLUND: She was quite shaken from the incident.

20 **MR GISONDA:** And you say in your response, just after this:

"I just gave her a call, it's a joke. We will have to do something about this. He rung me after speaking with Eryn in a huff too."

25 **MR R. ROSENLUND:** Yes.

MR GISONDA: And do you remember what he said to you?

MR R. ROSENLUND: Not particularly, no.

30

MR GISONDA: And this led to - I think you describe in your statement that at this point, enough was enough with Mr Broadhurst?

MR R. ROSENLUND: Yes, this was the final straw.

35

MR GISONDA: And you had after - two months had passed by now, and had you raised with Mr Cox or anyone else that, "Listen, you said he was going to be here for two months."

40 **MR R. ROSENLUND:** We would continually raise it, pretty much every chance we had.

MR GISONDA: And what did they say to you about the reason why he was still on site?

5

MR R. ROSENLUND: "Jade hasn't found a home for him yet."

MR GISONDA: And you meet with Mr - you spoke to Mr Sinclair about the behaviour of Mr Broadhurst. You went through with him on the phone the things that he'd been doing on site; is that right?

10 **MR R. ROSENLUND:** That's right.

MR GISONDA: And he said to you that - or maybe he didn't say to you, but he called you back later and said that he'd spoken to someone on site and they'd confirmed that what you said was accurate?

15

MR R. ROSENLUND: Yes.

MR GISONDA: And he effectively told you that person was Tammy Davies; is that right?

20

MR R. ROSENLUND: Yeah, he misspoke and said "she" when he had said that he had confirmed it. He mentioned "she".

MR GISONDA: And "she" was significant because -

25

MR R. ROSENLUND: There was only one woman on site.

MR GISONDA: And what happened when you - sorry, just bear with me. Your meeting was with Mr Sinclair, and you say another big guy who you can't now remember, at the union's offices?

30

MR R. ROSENLUND: Yes, yes.

MR GISONDA: And you went through the issues you had with Mr Broadhurst in that meeting. And what did they say to you about what would happen to Mr Broadhurst?

35

MR R. ROSENLUND: So they asked us to prepare a list of when he wasn't on site, and when I took that into the office, they said they'll handle it.

40

MR GISONDA: They said they'll handle it. And what happened then?

MR R. ROSENLUND: And then I got an email the following day from Trent resigning.

5 **COMMISSIONER:** And Mr Sinclair was the chap who was a kickboxer, is that right, who was the third of the clips that you showed?

MR GISONDA: Yes.

10 **COMMISSIONER:** And won his bout by kneeing his opponent repeatedly in the head.

15 **MR GISONDA:** Yes. Is that a convenient time? I will - I may have one more question for Mr Rosenlund; I may have none. Mr O'Grady has an application to cross-examine Mr Rosenlund. I won't be opposing that. I will then be much shorter with Mr Neile Rosenlund.

COMMISSIONER: How long will you be cross-examining Mr Rosenlund, Mr O'Grady? Do you want to do it now or do you want to wait till after lunch?

20 **MR O'GRADY:** I'm happy to wait till after lunch.

COMMISSIONER: We'll adjourn till 2 pm.

25 <THE HEARING ADJOURNED AT 12.51 PM
<THE HEARING RESUMED AT 2.00 PM

COMMISSIONER: Mr Gisonda.

30 **MR GISONDA:** Just one final question for you, Mr Rosenlund. Are you able to assist the Commissioner at all with any views as to why the CFMEU targeted your company on this project?

35 **MR R. ROSENLUND:** I think they targeted our company more so to the fact that it was a - a Mirvac site was - that comes front of centre in mind as to why we were - copped so much heat during that period.

MR GISONDA: And why do you think it's relevant that this site was a Mirvac site?

40 **MR R. ROSENLUND:** It was very much in the media. Everyone sort of - the neighbourhood people were very upset at not being kept in the loop as to what was happening. We certainly weren't aware of what was going to happen in the future, and I - I think the union wanted to get in early and make sure their people were, you know, in places for when the shopping centre was rebuilt eventually.

45

MR GISONDA: Mr Rosenlund, those are my questions for you for the moment. Mr O'Grady is now going to make an application to ask you some questions on behalf of the union.

5 **COMMISSIONER:** Can I just ask one question, Mr Gisonda. There was an SMS, I think of 21 March of 2024, from Mr Broadhurst to Mr Rosenlund. I don't know if you can just bring that up. I can't remember the exhibit number. It was the text message which said, "I'm going to the union office to get flags and paraphernalia," and you asked some questions about it. That's it. That's the one.
10 And you said, Mr Rosenlund, that one of the sheds was decorated in union paraphernalia like a shrine. I just wanted to ask you about the other bit: "pick up some membership cards". What did you observe, if anything, about Mr Broadhurst's conduct in relation to that issue?

15 **MR R. ROSENLUND:** In relation to membership cards?

COMMISSIONER: Yes.

20 **MR R. ROSENLUND:** I know that they were very consistent on people having a physical, paper-based membership card. That's my only observation there. I thought that was very antiquated.

COMMISSIONER: And when you say they were insistent, what do you mean by that?
25

MR R. ROSENLUND: They were insistent to ensure that anyone that was signed up had signed a physical membership card. It was like a two-sided black card.

30 **COMMISSIONER:** When you say "anyone who'd signed up", what do you mean by that?

MR R. ROSENLUND: Yes. Workers on site.

35 **COMMISSIONER:** And what was the attitude to the - any obligation for workers on site to sign up?

MR R. ROSENLUND: It was certainly made blatantly obvious that they had no alternative but to join the CFMEU.
40

COMMISSIONER: Thank you. There's no objection to your application, Mr O'Grady, as I understand it, so -

<CROSS-EXAMINATION BY MR O'GRADY

45 **MR O'GRADY:** Thank you, Commissioner. Mr Rosenlund, the majority of the events you describe occurred in either 2023 or 2024; that's right, isn't it?

MR R. ROSENLUND: That's right.

5 **MR O'GRADY:** Yeah. And that was prior to the appointment of Mr Irving KC as the administrator for the CFMEU?

MR R. ROSENLUND: Some of it was, some of it wasn't.

10 **MR O'GRADY:** Well, that didn't occur until August of 2024.

MR R. ROSENLUND: Some of the events later on, but the Toombul was prior to the administration.

15 **MR O'GRADY:** Yeah. All right. And you understand there was a High Court challenge to the administrator being appointed?

MR R. ROSENLUND: Yes.

20 **MR O'GRADY:** And that challenge wasn't determined or rejected by the High Court until June 2025?

MR R. ROSENLUND: That sounds right.

25 **MR O'GRADY:** Yeah. And so all of the events that you describe on site, they all occurred prior to the determination by the High Court of the Ravbar challenge, didn't they?

MR R. ROSENLUND: Yes.

30 **MR O'GRADY:** Yeah. Now, to the extent that the things you describe were occurring at the direction or instigation of Mr Jade Ingham, that obviously pre-dated the appointment of the administrator?

35 **MR R. ROSENLUND:** Yes.

MR O'GRADY: Because you understand that when the administrator was appointed, Mr Ingham was removed from the union, wasn't he?

40 **MR R. ROSENLUND:** Yes, I was aware of that.

MR O'GRADY: Yeah. And going through them in turn, Mr Broadbent, he's no longer a delegate?

45 **MR R. ROSENLUND:** Mr Broadhurst?

MR O'GRADY: Broadhurst, sorry.

MR R. ROSENLUND: He's - he no longer works for us. I don't know what he's doing now.

5 **MR O'GRADY:** Okay, I understand. And he was removed in September of 2024?

MR R. ROSENLUND: That sounds right.

10 **MR O'GRADY:** And he was removed as a delegate just after the administrator had been appointed in August 2024?

MR R. ROSENLUND: Yeah, that sounds right, yeah.

15 **MR O'GRADY:** And just after you had formally made a complaint about his behaviour to the CFMEU?

MR R. ROSENLUND: Yes, we'd made a complaint to them.

20 **MR O'GRADY:** You'd made a formal complaint, they asked for details, and the next day he resigned.

MR R. ROSENLUND: I'm not sure about the formal process, but we did approach them, because it was their problem to sort out.

25 **MR O'GRADY:** You did approach them. They asked you for a list of what he did wrong.

MR R. ROSENLUND: Yes.

30 **MR O'GRADY:** You provided them with a list of what he'd done wrong.

MR R. ROSENLUND: Yes, we did.

35 **MR O'GRADY:** And then the next day he resigns.

MR R. ROSENLUND: Yes.

40 **MR O'GRADY:** Thank you. Now, you'd agree with me that it's legitimate for the administrator to seek to address poor behaviour by delegates?

MR R. ROSENLUND: Yes.

45 **MR O'GRADY:** And he said that he's doing that through providing training. Did you understand that?

MR R. ROSENLUND: I'm not aware of that, no.

MR O'GRADY: And another way in which that might be addressed is getting delegates to sign up for a code of conduct. And you'd accept that that's a legitimate and indeed a worthy thing for the administrator to be trying to do?

5 **MR R. ROSENLUND:** That sounds like a good idea.

MR O'GRADY: Yeah. Thank you. Now, Mr Porter, he's no longer a Queensland/Northern Territory organiser?

10 **MR R. ROSENLUND:** If you say so.

MR O'GRADY: And if you don't know, don't hesitate to say you don't know.

15 **MR R. ROSENLUND:** Okay. I don't know.

MR O'GRADY: I need to put these things to you, as in fairness.

20 **MR R. ROSENLUND:** Okay, yeah, look, I'm not aware of who is still employed by the CFMEU.

MR O'GRADY: All right. I understand. Mr Cox, he's no longer a Queensland/Northern Territory organiser?

25 **MR R. ROSENLUND:** Yes.

MR O'GRADY: Mr Sinclair, he's no longer a Queensland/Northern Territory organiser?

30 **MR R. ROSENLUND:** That's correct.

MR O'GRADY: And it was Mr Cox and Mr Sinclair who were running the campaign against Mr Fraser?

35 **MR R. ROSENLUND:** Yes, they were part of it, yes.

MR O'GRADY: Yes. So necessarily the campaign against Mr Fraser that you describe occurred prior to the appointment of the administrator, didn't it?

40 **MR R. ROSENLUND:** Yes, it did.

MR O'GRADY: Now, you gave evidence about a request that you pay rates set out in the new pattern agreement. Do you recall giving that evidence?

45 **MR R. ROSENLUND:** Yes.

MR O'GRADY: And that's something that occurred in or about mid-March 2024?

MR R. ROSENLUND: Yes.

5 **MR O'GRADY:** And you say that at that point in time you were still bound by the 2019-2022 EB?

MR R. ROSENLUND: Yes, that's right.

10 **MR O'GRADY:** Could page 80 of the tender bundle be brought up, and perhaps enlarged. Now, this is Appendix 1, Rates of Pay from the 2019-2022 EB that you've attached to your statement?

MR R. ROSENLUND: Yes.

15 **MR O'GRADY:** And the last pay increase -

COMMISSIONER: Which one is this, Mr O'Grady? Is this the old one or the -

20 **MR O'GRADY:** This is the old one.

COMMISSIONER: The old one.

25 **MR O'GRADY:** And the last pay increase that that provided for was in July of 2022?

MR R. ROSENLUND: That's right.

30 **MR O'GRADY:** So as at the time you're having this discussion in mid-March 2024, your employees had not received a wage increase under their EB for almost two years?

MR R. ROSENLUND: Yes, that's right.

35 **MR O'GRADY:** Yeah. And you understand that even though an enterprise agreement might set out rates of pay, you're not obliged to pay them no more than what's in that rate of pay?

MR R. ROSENLUND: That's right.

40 **MR O'GRADY:** Yeah. And indeed, when there has been a significant lag between the last pay increase in an expired EB and the replacement of that EB with a new EB, it's not uncommon for employers to, even though they're not bound to do so, to increase the rates of pay for their employees?

45 **MR R. ROSENLUND:** I've never heard of such a thing.

MR O'GRADY: Okay. All right. Well, you'd agree that not having had a pay increase for some almost two years could occasion considerable hardship to employees?

5 **MR R. ROSENLUND:** It should give some incentive for the union to sign the new EBA up against us if that it what - if it cares about its members having a pay increase.

10 **MR O'GRADY:** Could you perhaps just answer my question. You would agree that not having a pay increase for almost two years could occasion hardship for your employees?

MR R. ROSENLUND: I wouldn't use the word "hardship".

15 **MR O'GRADY:** Well, you understand that there was significant inflation during this period?

MR R. ROSENLUND: I guess so, yes.

20 **MR O'GRADY:** Yes. And you understand that if prices are going up and your wages aren't, then that could occasion hardship, couldn't it?

MR R. ROSENLUND: If you put it that way, yes.

25 **MR O'GRADY:** Thank you. And you expected that when you entered into a new agreement with the CFMEU, that there would be an increase in the pay rates that you would be paying your employees?

MR R. ROSENLUND: Yes, as part of a new agreement.

30 **MR O'GRADY:** And the rates of pay that you were asked to pay, namely, those set out in the Reo-Tek EBA, are broadly the same as the rates that you subsequently agreed to pay your employees in the Rosenlund Contracting 2023-2027 EB, aren't they?

35 **MR R. ROSENLUND:** It's the pattern agreement, yes.

MR O'GRADY: Now, towards the end of your statement, you make reference to a matter that's in the Fair Work Commission?

40 **MR R. ROSENLUND:** That's right.

MR O'GRADY: And I don't want to be unfair to you and I don't want to in any way prejudice those proceedings, but I want to put some broad propositions to you if I can. You don't dispute that - or that matter concerns allegations of
45 underpayment by your company?

MR R. ROSENLUND: Yes.

MR O'GRADY: Yes. And it also concerns a request for an audit?

5 **MR R. ROSENLUND:** That's right.

MR O'GRADY: Yes. And you understand that it's legitimate for the CFMEU to be concerned that its employees are paid properly?

10 **MR R. ROSENLUND:** Yes, that's a legitimate concern.

MR O'GRADY: And you understand that there is a provision in your current enterprise agreement that provides for an audit, doesn't it?

15 **MR R. ROSENLUND:** There is a provision, yes.

MR O'GRADY: Yes. If the Commission could be shown page 434 of the tender bundle, and if we could expand upon clause 53.3. And in the matter before the Fair Work Commission, the union is relying upon this clause, 53.3, to say that
20 there should be an audit, aren't they?

MR R. ROSENLUND: I'm led to believe that, yes.

MR O'GRADY: Yeah, okay. And the agreement also makes provision for
25 disputes to be referred to the Fair Work Commission?

MR R. ROSENLUND: Yes.

MR O'GRADY: And you've agreed that the union can refer disputes to the
30 Commission?

MR R. ROSENLUND: Yeah, that sounds right.

MR O'GRADY: And employers can refer disputes to the Commission?
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MR R. ROSENLUND: Yes.

MR O'GRADY: And both parties agree to be bound by whatever the
40 Commission decides?

MR R. ROSENLUND: Yes.

MR O'GRADY: And there's nothing illegitimate in the CFMEU seeking to
45 ensure that its members are appropriately paid, is there?

MR R. ROSENLUND: I would say that sounds correct, yes.

MR O'GRADY: And there's nothing illegitimate in the union seeking to rely upon clause 53.3, which gives it the right to request an audit.

5 **MR R. ROSENLUND:** I would say the words "reasonable suspicion" would be something that would need to be further -

MR O'GRADY: Yeah. But that's a matter that can be determined by the Fair Work Commission.

10 **MR R. ROSENLUND:** That's correct.

MR O'GRADY: In the dispute resolution procedure that you've agreed to.

15 **MR R. ROSENLUND:** Yes.

MR O'GRADY: And there's certainly nothing improper in the CFMEU seeking to rely upon that dispute resolution process in order to ensure that the enterprise agreement is appropriately applied.

20 **MR R. ROSENLUND:** Okay.

MR O'GRADY: I have no further questions, Commissioner.

25 **COMMISSIONER:** Do you have anything arising out of that, Mr Gisonda?

MR GISONDA: No, Commissioner.

30 **COMMISSIONER:** I had just a couple of questions. You were asked a question about the involvement of Mr Sinclair and Mr Cox in relation to the campaign against Mr Fraser, and you said, "They were part of it." What did you mean by that?

35 **MR R. ROSENLUND:** They were very active at ensuring that Tim was not allowed on the site. They - they - yeah, they were the - the people that enforced what - what they wanted.

COMMISSIONER: What they wanted in terms of Mr Fraser?

40 **MR R. ROSENLUND:** Yes, yep, and what they wanted from us.

COMMISSIONER: Were there any other members of the union involved in enforcing what the union wanted from you in respect of Mr Fraser?

45 **MR R. ROSENLUND:** At the time, they were the people we were dealing with, so they were the - the people involved in it.

COMMISSIONER: You were asked some questions about the difference between the rates that you were asked to pay under the Reo-Tek agreement and the rates under your old agreement with the CFMEU - sorry, the new agreement with the CFMEU, and you were asked whether or not they were broadly similar rates, and your answer was, "It's the pattern agreement, yes." What did you mean by that?

MR R. ROSENLUND: So the CFMEU EBAs, you don't get a chance to negotiate them. You're given the document. It's a pattern document. They change the company details on it and you're expected to sign it. There's no negotiation with the rates or conditions in that agreement. It is handed to you and that is - that is it.

COMMISSIONER: Mr Gisonda, you don't have any other questions? Can Mr Rosenlund be excused?

MR GISONDA: Yes, Commissioner.

COMMISSIONER: Thank you. I know you come here under compulsion, Mr Rosenlund, but thank you for your evidence.

MR R. ROSENLUND: Thank you.

<THE WITNESS WAS RELEASED

MR GISONDA: I next call Neile Rosenlund, Commissioner.

COMMISSIONER: Is Mr Rosenlund - he seems to be in the body of the hearing room. Mr Rosenlund, when you get a chance, would you be able to come forward to the witness box, please.

<NEILE KAARL ROSENLUND, AFFIRMED

<EXAMINATION BY MR GISONDA

COMMISSIONER: Thank you, Mr Rosenlund. You should have your statement, not your son's statement, hopefully, in front of you.

MR N. ROSENLUND: Excuse me?

COMMISSIONER: You should have your statement next to you, I hope.

MR N. ROSENLUND: I do. I do. I've got my copy as well.

COMMISSIONER: You've got a copy of it there as well?

MR N. ROSENLUND: Yep.

COMMISSIONER: And Mr Gisonda will ask you some questions.

MR N. ROSENLUND: Sure.

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MR GISONDA: Thank you, Commissioner. Could you please tell the Commissioner your full name?

MR N. ROSENLUND: My name is Neile Kaarl Rosenlund.

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MR GISONDA: And what is your occupation?

MR N. ROSENLUND: Effectively I'm retired, but I help out sometimes in the - in the operations of the business that my son and - my sons and Tim Fraser run.

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MR GISONDA: And you appear today having received a summons from the Commissioner requiring you to attend?

20 **MR N. ROSENLUND:** That's correct.

MR GISONDA: And you've also affirmed a statement dated 14 April 2026 having received a notice from the Commissioner requiring you to do so?

25 **MR N. ROSENLUND:** That's correct.

MR GISONDA: And do you have that statement in front of you?

MR N. ROSENLUND: Yes, I do.

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MR GISONDA: And it's 14 pages long and contains 130 paragraphs; is that right?

MR N. ROSENLUND: I believe that would be correct, yes.

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MR GISONDA: And you refer in that statement to a bundle of documents which is attached to the statement, and that's 254 pages long?

MR N. ROSENLUND: Yes, that's correct.

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MR GISONDA: Commissioner, I tender the statement of Neile Rosenlund, Neile Kaarl Rosenlund, and accompanying bundle of documents, and that can be marked as exhibit ROS6.

45 **COMMISSIONER:** Is there any objection?

MR DE JERSEY: No.

MR GISONDA: RO7.

5 **COMMISSIONER:** The witness statement of Neile Kaarl Rosenlund, 13 pages, 130 paragraphs, made 14 April 2026, with 14 annexures, will be exhibit ROS7.

<EXHIBIT ROS7 WITNESS STATEMENT OF NEILE KAARL ROSENLUND, 13 PAGES, 130 PARAGRAPHS, MADE 14/4/2026, WITH 14 ANNEXURES

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MR GISONDA: Mr Rosenlund, I want to do two things with your evidence. I want to ask you about a couple of discrete matters on the Toombul project.

MR N. ROSENLUND: Sure.

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MR GISONDA: And then I want to ask you about your history dealing with unions and some observations you might have about that history.

MR N. ROSENLUND: Sure.

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MR GISONDA: The Toombul project took place at a time when you were transitioning to retirement; is that fair?

MR N. ROSENLUND: That's correct.

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MR GISONDA: And at that time, you were encouraging your sons, Darcy and Ryan, as well as Mr Fraser, to have greater involvement?

MR N. ROSENLUND: That's correct.

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MR GISONDA: And take greater responsibility for the business?

MR N. ROSENLUND: That's correct.

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MR GISONDA: But they did keep you updated about things that were happening on the project from time to time?

MR N. ROSENLUND: From time to time, yes.

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MR GISONDA: And one thing that your son Ryan told you was that a union-installed delegate would be starting employment on the project? Do you remember that?

MR N. ROSENLUND: He did - yes, he did mention that.

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MR GISONDA: And is it fair to say that news troubled you?

MR N. ROSENLUND: It certainly did trouble me.

MR GISONDA: And can you tell the Commissioner why that news troubled you?

5

MR N. ROSENLUND: I have historically been of the view not to employ a union - I would say a stooge - in our employment, because I've heard in the industry over the years that these people tend to cause more trouble than what it's worth employing them. It's - it's appeasing the union, and I just felt it's unethical. We've got good staff. If required, I'm sure they can elect an experienced

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Rosenlund employee as a delegate, and that person is experienced in our work methods and our work culture.

MR GISONDA: And so do I take it from that that you regard experience in the company's methods and culture as important to properly fulfilling the role of a delegate?

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MR N. ROSENLUND: Absolutely.

COMMISSIONER: Why do you say that?

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MR N. ROSENLUND: Demolition is a very dangerous vocation, and you can't just employ a construction worker in that role without lots of training in the demolition field. It's not like a carpenter, painter, plasterer. These guys are working in a dangerous environment, lots of falling objects, working around lots of hazardous materials, potentially, and the person on the ground is more likely to get hurt than the person in the machine. So that person needs to be aware of the dangerous areas in machines. I've been around machines a long time, and I can - I can just about smell an accident happening. And seeing new people on site - unless they have experience, they shouldn't be in those positions, put in those positions.

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MR GISONDA: I think that well explains why you would prefer a delegate to have an understanding of your work methods, systems and processes. What about the culture aspect? Why do you think it's important that a delegate have - understand the work culture?

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MR N. ROSENLUND: We have a very inclusive team. We've been trading for many years and we've got many staff that have been with us for a long time. That Neil Muller who was mentioned before, he started off as a 16-year-old apprentice. He's now bordering 50. We've got a very good culture. And people have got personal issues and that, they can talk to a person they know. If you bring someone outside in, they're not well known, they're not well trusted. Whether that's right or wrong, but the people just don't know them, and they don't have a lot of confidence in them. I'm talking staff.

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MR GISONDA: Could I then ask you about the campaign against Mr Fraser. And just tell the Commissioner again who Mr Fraser is and what he does in the business.

5 **MR N. ROSENLUND:** Tim Fraser is a very important man in our operation. He is now a director of the company, and he's also a shareholder, and he bids, estimates and basically runs the operations, the field operations, of our company. His position is very important. He came to us as a second-year university engineering student and has been with us ever since.

10 **MR GISONDA:** And your son told you that there had been - let's call it rumours on site, or statements on site, that Mr Fraser was regarded by the CFMEU as a dog.

15 **MR N. ROSENLUND:** That's correct.

MR GISONDA: And that, indeed, he appeared on the wall in an office of Mr Ingham called the Wall of Dogs. Did you hear that?

20 **MR N. ROSENLUND:** I did hear that, yes.

MR GISONDA: And you say in your statement, at paragraph 88, page 10, that the situation regarding Mr Fraser was becoming unworkable, and that you then telephoned a couple of old CFMEU contacts, and you asked them for advice or assistance. Is that right?

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MR N. ROSENLUND: That's correct, yes.

MR GISONDA: And what did - do you remember what they told you about what might be done in this situation?

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MR N. ROSENLUND: They couldn't help me at all. They said, "You'll just have to talk to Jade."

35 **MR GISONDA:** And Jade is Mr Ingham?

MR N. ROSENLUND: That's correct.

MR GISONDA: And so you sent a text message to Eben Cox, and this is at page 247 of your bundle. You've also set out the text of it in your statement, I should say, at paragraph 90. But you say here:

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45 "Hi, it's Neile Rosenlund. Please call when it suits. Hi Eben. I politely request a meeting with Jade so as to confirm or otherwise what agreement was struck several years ago regarding one of the Company's staff, so as to resolve and be transparent on ways to have an amicable future."

MR N. ROSENLUND: Mmm-hmm.

MR GISONDA: And just what are you talking about when you say "confirm or otherwise what agreement was struck several years ago"?

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MR N. ROSENLUND: Well, I - I wasn't - I wasn't understanding what - why they were doing this to Tim, why he couldn't be on site or talk to any of the staff, and this just came out of the blue. And so we looked back at our records, and apparently Jade Ingham was very upset about some communication that Tim supposedly had with the - was it the regulator or was it the industry person - the industry organisation that was there to police the activities on construction sites. And I think that's why the name - they referred to Tim as a dog. I think they thought that Tim was going behind their back and trying to cause them grief by mentioning - Tim only mentioned the name in communication to the then
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MR GISONDA: So it sounds like, from your answer then, that you were quite confused about what was going on here?

20 **MR N. ROSENLUND:** I was. I was.

MR GISONDA: And they didn't really - at least up until this point, no-one from the union was able to sit you down and tell you precisely what the problem was?

25 **MR N. ROSENLUND:** No. No-one had told me what the problem was. The only issue I was involved in was, you know, they came to me and said, "Dad, you were involved in something with 2016 with Tim. Do you know what it was about? And can you see if you can have some communication with Jade Ingham, because, you know, we don't have much of a relationship with him. You've been
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MR GISONDA: There was in the first instance a meeting between yourself, Ryan, Mr Cox and Mr Sinclair at your head office?

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MR N. ROSENLUND: That's correct, yes.

MR GISONDA: And do you remember what happened in that meeting?

40 **MR N. ROSENLUND:** Yeah, they called Ryan out and Ryan went to the - went out with them out in the - in the car park to have a discussion. And they - they told me that they didn't want Tim on any site - it wasn't just the Toombul site - any site or communicate with any of their members. And at the end of the meeting, when they came back, either one of those said - well, first of all, I thought Jade
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And I said, "Well, what choice do I have?" And they sort of just shrugged their shoulders and - you know, I said "I've got no power to negotiate with this. What do I do? I have to agree."

5 And to this day, I - it was a horrible decision to have to make. It really affected Tim, because he couldn't do his job properly. He's a very proud man, and I had to go and tell him, "Sorry, you can't go onto the jobs, you can't do this, you can't do that." And he's a very ethical man.

10 **MR GISONDA:** You then, as a result of that - you talk about at paragraph 102 of your statement that it was a very dispiriting conversation to have with Mr Fraser, but you then went and tried to work something out with Mr Ingham directly, and you sent him an email, this is set out at paragraph 104 of your statement where - is it fair to describe you as pleading with Mr Ingham to try and give Mr Fraser a
15 second chance or a go on the site?

MR N. ROSENLUND: Yeah, I wanted to have a meeting with Jade, and I think I sent two emails. The first one had no response, and then I sent another one saying, "I need a meeting or I need a date," to him, and then I got a response from his
20 secretary agreeing to a meeting. And, yeah, you know, something had to be done. Something had to be done. We couldn't - we couldn't keep operating our business with the way it was.

MR GISONDA: And so you had a meeting with Mr Ingham. And it was just the
25 two of you, was it?

MR N. ROSENLUND: Yes, it was just the two of us. I went into Bowen Hills in the office upstairs.

30 **MR GISONDA:** That's the CFMEU's office?

MR N. ROSENLUND: The CFMEU's office, yep.

MR GISONDA: And what happened in that meeting?
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MR N. ROSENLUND: Okay. I spoke to - to Jade and we had normal chitchat. And, you know, with Jade, you don't cause an argument; you - you pander to him. And so I said to Jade, "Look, we need to do something about this. It's unworkable." And I said, "Well, we can probably live with Tim not talking to the
40 members, but we need him to come on site and talk to our supervisors and to the management from Mirvac and our safety fellow, and on the other sites, we really need that to happen." And Jade agreed to let that happen, but he said - he made it very, very clear that he wasn't to talk to any - any of the members.

45 **MR GISONDA:** Did he tell you in this meeting what the issue with Mr Fraser was?

MR N. ROSENLUND: Tim had mentioned a name in correspondence to - it was a Mr Shamir who was an organiser back in 2016, and I don't remember the name he mentioned, but that fella was apparently on - one of Jade's enemies. I - I don't know. And Jade took offence to the mere mention of that fellow's name. So that's all I can - there was no ulterior motive behind Tim mentioning that name. He wasn't doing anything wrong.

MR GISONDA: Can I then ask you about a confrontation that you had with Trevor Sinclair and Dean Reilly, who had visited the head office of the Rosenlund Group. Do you remember that incident in April 2025?

MR N. ROSENLUND: Was that a Friday? I think it was - if that was the Friday you're referring - I think that was a Friday. It was only Darcy and myself in the meeting, and the two union guys.

MR GISONDA: Yes. Yes.

MR N. ROSENLUND: Okay.

MR GISONDA: And you - am I right in saying that this was not a pre-arranged or pre-organised meeting with these two gentlemen?

MR N. ROSENLUND: It wasn't pre-organised. The reason why I asked if it was a Friday, because I came in late that morning, and I can remember Tim walking out, and I said, "Darcy's here." And Tim said, "Yeah, he's upstairs with two union guys in the meeting room." And I immediately thought Darcy's not that union literate, and he's not that sort of personality where - he's got the personally where the union could bully him, and I said to Tim, "Well, I'm not going to leave him alone in that room with those guys." And I went up in there and I opened the door and went and sat in the meeting, and I introduced myself, and I said, "What's it about?" And they claimed a wage - there was a wage dispute. And so in answer to your question, no, it was not a pre-arranged meeting, and I made that clear. I said, "I can't go into your office and speak to you and just barge in." And, yeah, so I said, "You probably should have made an appointment."

And I think the meeting got heated, and I don't remember which one, but one of them said, "Just get out of here. Get out of this office." And I said, "You're not telling me to get out of my office. You get out of my office," and it got heated. He tried to tell me to leave my own office. That wasn't on. And it escalated from there, to a point where it almost got physical. In fact, I believe he pushed our office - it was a screaming match, and he - the office manager came in, and she got in between - I think it was Eben. I think it might've been - I - I've given you the name of who it was, but I just can't remember which one of the two it was.

And so the office manager came in after hearing all the noise, and I'm sure he pushed her out of the road, and I said, "Well, I'm going to call the police," and he just stood his ground. And I think I called him a couple of names. He called me a

couple of names that I don't want to repeat here. And eventually he left, and I think he went into the car park and spoke to Darcy, so -

5 **MR GISONDA:** We have the - at least audio of that confrontation, which I believe is marked as NR10A, NR10B and NR10C. And what we're going to see, Commissioner, is - it's a long video, so we cut it so that what you see is the arrival of the organisers in the reception area.

10 **COMMISSIONER:** Just tell me who the organisers are again. Mr Sinclair and Mr Reilly?

MR GISONDA: Mr Sinclair and Mr Dean Reilly, yes.

15 **COMMISSIONER:** And Mr Sinclair we talked about before the break.

MR GISONDA: Yes.

COMMISSIONER: He's the chap who's one of the mixed martial artists.

20 **MR GISONDA:** Yes.

COMMISSIONER: But also removed, now employed by the New South Wales branch of the Construction and General Division of the federal body. Is Dean Reilly a boxer or involved in - as a kickboxer or mixed martial artist?

25 **MR GISONDA:** I'm not sure, Commissioner.

COMMISSIONER: Oh, his connection is he was also removed, but he's also employed at the New South Wales branch of the Construction and General Division of the -

30 **MR GISONDA:** Yes.

COMMISSIONER: Sorry, I had the wrong connection in my mind.

35 **MR GISONDA:** That's okay. Then there is footage, which we're not showing in the interests of keeping this as brief as possible, where Mr Fraser does leave the building, and then shortly thereafter Mr Rosenlund arrives. So that just confirms what Mr Rosenlund said, which is that he arrived a bit late and Mr Fraser told him
40 what was going on upstairs, and then we'll cut to the - Mr Rosenlund arriving and then walking into the boardroom.

COMMISSIONER: And when you show the video, can you just tell me which one Mr Sinclair and which one Mr Reilly is?

45 **MR GISONDA:** I'll try, yes.

(Video played).

MR GISONDA: Mr Sinclair is on the right.

5 **COMMISSIONER:** On the right?

MR GISONDA: Yes.

10 **COMMISSIONER:** Thank you.

MR GISONDA: Our right.

COMMISSIONER: Who's that person?

15 **MR GISONDA:** Mr Fraser.

COMMISSIONER: That's your son, Darcy?

20 **MR N. ROSENLUND:** Yes, that's my son, Darcy, yep. That's Ryan's younger brother. And the other fellow that walked through was Tim Fraser.

COMMISSIONER: And that's you, Mr Rosenlund?

25 **MR N. ROSENLUND:** That's me, yep.

MR GISONDA: And you're going into the boardroom now?

30 **MR N. ROSENLUND:** That's right, yep, going into the board - meeting room now.

MR GISONDA: So just to be clear, Mr Rosenlund, that was - was it Mr Reilly or Mr Sinclair, or you don't recall, who told you to get out of your own -

35 **MR N. ROSENLUND:** The one in the white hat.

MR GISONDA: The one in the white hat. Mr Reilly.

MR N. ROSENLUND: Yes.

40 **MR GISONDA:** And do you remember which one it was that pushed your office manager?

45 **MR N. ROSENLUND:** Mr Reilly. Mr Reilly. The other fella was very quiet throughout the whole ordeal. And the lady in black, she's the office manager, and she was the one that got in between.

COMMISSIONER: And was the one that was pushed?

MR N. ROSENLUND: The one in black.

COMMISSIONER: What's her name again, sorry?

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MR N. ROSENLUND: That's Jenny - sorry, I'm a little bit nervous here. Jenny - I'm sorry. Ryan - Jenny Kennedy. Sorry. Jenny Kennedy.

10 **MR GISONDA:** And how did you feel with these two union officials in your office talking to your son and then telling you to get out of your own boardroom and then pushing your office staff?

15 **MR N. ROSENLUND:** I could be very comical about that, because I think the - the commentary that I said at the time explains how I felt in very succinct words. I was very, very, very upset that they could have the audacity to tell me to get out of my office. I wouldn't dare ever do that to anyone.

MR GISONDA: Can I now ask you just some more general questions -

20 **MR N. ROSENLUND:** Sure.

MR GISONDA: - about your experience. You've been in the industry over 30 or 40 years; is that right?

25 **MR N. ROSENLUND:** 48 years.

MR GISONDA: 48 years. And you have experience or you have dealt with unions that have included the Building Workers' Industrial Union?

30 **MR N. ROSENLUND:** And FEDFA, CFMEU, BLF.

MR GISONDA: Right. And is it correct to say that the majority of your workers over time - this is in that first era, at least - were BWIU members as opposed to BLF members?

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MR N. ROSENLUND: Oh, yes. It was either BWIU or FEDFA. I don't remember the - which came - I think it was FEDFA, and I think they merged with the BWIU, I think, to form the CFMEU.

40 **MR GISONDA:** Yes.

MR N. ROSENLUND: But mainly FEDFA. Operators. Operators.

45 **COMMISSIONER:** Because there's the Federated Engine Drivers' and Firemen's Association because you've got excavators.

MR N. ROSENLUND: That's right. Yeah.

COMMISSIONER: They're engine drivers.

MR N. ROSENLUND: They were - right. Yeah, that's correct.

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MR GISONDA: And Mr Ravbar, Michael Ravbar, became the secretary of the CFMEU in 2008, so just have that as the marker.

MR N. ROSENLUND: Mmm-hmm.

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MR GISONDA: Before he became the secretary, the secretary of the CFMEU was a man by the name of Wally Trohear.

MR N. ROSENLUND: That's correct, yep. Trohear, yep.

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MR GISONDA: And did you deal with Mr Trohear at all?

MR N. ROSENLUND: Yes, yeah, I had several dealings with Wally.

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MR GISONDA: And did you deal with other senior officials as well in the CFMEU?

MR N. ROSENLUND: Yes, I dealt with other senior officials and organisers, and we had a working relationship. If they deemed that we did something wrong or something not to their liking or we breached something, we would have a discussion and we would fix it or they would rescind or whatever. It was a working relationship based on respect and trust, and that's how we've always run the business. You can't run a business this long and not have the respect and trust of your workers.

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MR GISONDA: And do you recall some of the other names of the senior officials that you dealt with in that era?

MR N. ROSENLUND: Yeah, I dealt with Peter Close. He was the -

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COMMISSIONER: Peter who, sorry?

MR N. ROSENLUND: His name is Peter Close. He was the predecessor to Jade Ingham. And Bud Neeland. He was an organiser, and he became part of the training organisation. He left the - the union delegate role but still was employed with the CFMEU as a training officer.

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MR GISONDA: So just to recap what you've said there, if we can call it the pre-Ravbar era in the CFMEU, you would describe that - you would describe that era as containing a relationship between yourself and the union that was built on respect; is that right? Mutual respect?

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MR N. ROSENLUND: Definitely. Definitely, yes.

MR GISONDA: The union would be open and frank with you about the issues it had with you from time to time?

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MR N. ROSENLUND: Yes, absolutely, yep.

MR GISONDA: There was transparency?

10 **MR N. ROSENLUND:** Transparency. We'd done EBAs with them before that.

MR GISONDA: And in your experience, was that a positive way to have your relationship with the union or a negative way to have your relationship with the union?

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MR N. ROSENLUND: It was a positive way to have the relationship.

MR GISONDA: And why do you think it's positive to have a relationship along those lines?

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MR N. ROSENLUND: It doesn't force the members against you. You're working together in one industry, and for the best outcome for the industry, the workers - conflict's no good, and Wally would resolve the issues. We would resolve the issues. And we didn't underpay people. We - we - we don't do that. We don't do that. We always were on top of our industrial relations.

25

MR GISONDA: Just before we go to Mr Ravbar and Mr Ingham, just on the BLF side, did you have any dealings at all with senior officials from the BLF here in Queensland?

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MR N. ROSENLUND: Yeah, I had - we've had several meetings with them. I think I had a meeting with - it was with Dave Hanna, and I had a meeting with his predecessor, Simcoe, Simcar, whatever. And I remember having a meeting with Dave Hanna up at the Barracks, and it wasn't - you know, we were called upon to meet with him, and he said, "Look, it's a bit like a club." We said - I don't remember the full context of the conversation, but we were trying to resolve an issue, and he said, "Look, it's a bit like a club. We all work together here, and we all benefit out of it." And Tim was at the meeting as well there, Tim Fraser. And - yeah. Yeah, that's - that's all I remember about it. Because in those days, we would generally only have - we would only have issues with the BLF, and then when they merged, the CFMEU became what I think was the old BLF, and they had the same culture that the BLF brought into the organisation.

40

COMMISSIONER: So what do you mean by that? I just don't -

45

MR N. ROSENLUND: Excuse me?

COMMISSIONER: What do you mean by that, they brought the culture?

5 **MR N. ROSENLUND:** Confrontation. Confrontation and - because the BLF, they were all confrontational. I can remember we had an issue on one site. We had, I think, one of our operators helping out a plumber, taking up a toilet system to a third floor, and there was an issue that - the BLF complained, "Look, that's a BLF labourer's job. Put it down and we'll get a labourer to do it." Well, okay. It's only a toilet cistern. But, you know, trivial stuff they would make an issue out of. That's a long time ago.

10

MR GISONDA: Can we then turn to Mr Ravbar. So when he took over as the secretary, did you then have dealings with him?

15 **MR N. ROSENLUND:** Yes, yes, I had dealings with him.

15

MR GISONDA: And how would you describe your experience dealing with him?

20 **MR N. ROSENLUND:** It was difficult. It was difficult.

20

MR GISONDA: And why was it difficult?

25 **MR N. ROSENLUND:** You couldn't really negotiate. It wasn't a negotiation. It became - it was just a wage demand. And, you know, it's his way or the highway, and - but he was never volatile to me. He was always polite. But I always felt that, you know, he had a - he had a nasty streak in him somewhere, and I didn't want that to come out and cause us grief in our business.

30 **MR GISONDA:** And was there a point in time that you then started to deal more with Mr Ingham as opposed to Mr Ravbar?

35 **MR N. ROSENLUND:** Yeah, well, I think when Jade became the assistant secretary - Jade Ingham, Mr Ingham - Mr Ravbar backed right out of it, and we - I might've had one or two meetings with him and, you know, he was sort of - I felt he just passed all this on to Jade Ingham and was dealing with bigger, maybe more political matters. I don't know, but he certainly wasn't dealing with us.

40 **MR GISONDA:** Right. And so then turning to your dealings with Mr Ingham, how would you describe those dealings?

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45 **MR N. ROSENLUND:** They were extremely, extremely difficult. If you upset him in any way, it would be like a whispering campaign would be out there. All of a sudden you would not win a job, or - and you'd wonder why, and - or there may be some delegates, organisers that would find an issue on a job. Just difficult dealing with him.

MR GISONDA: Do you remember being engaged on the City Hall demolition project for Abigroup?

MR N. ROSENLUND: Yes, I do remember that.

5

MR GISONDA: And can you tell the Commissioner what happened on that project?

MR N. ROSENLUND: Okay. Abigroup, if I remember correctly, were having a disagreement with the CFMEU, and I think it was about the same time as the Mater Hospital was getting built, and Abigroup were doing that. And the CFMEU were picketing outside one of the entrances of the - to the City Hall. We were doing the excavation and the demolition inside. And it's my understanding that there's a tunnel between the car park, King George Car Park and the City Hall, so our guys would just walk in through the car park and be working all day and the union would be picketing outside. And so we effectively didn't support the union in that - I believe it was expected that we would stop work and be just a union - support the union. But the guys just kept working, and it really didn't bother us. But that came back to bite us, because later on on jobs, he said to me, "I remember this. I remember that."

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MR GISONDA: Who's "he"?

MR N. ROSENLUND: Jade Ingham. He said, "I remember, Rosenlund, you weren't very supportive of us in that."

25

MR GISONDA: And what was the context of him saying that, in you not winning a job or -

MR N. ROSENLUND: He just wanted to let us know that he had the power to do what he wanted on EBA jobs, and just like - in Cross River Rail, in some earlier testimony - I was watching the transcripts - the CFMEU wanted to be involved with the government to pick the contractors for the Cross River Rail in the same way that the union was involved in picking the subcontractors for builders on their projects. So the builders would have a hotline or Jade would have a hotline to the builders and - asking whether it's okay to use this subcontractor or this subcontractor or whatever, and if Jade said it wasn't the right - I believe that if Jade said that, you know, "This company could have some industrial issues," why would they want to give you a job when it's going to bring on industrial problems? They're going to get delayed on their project. It's going to cost them money. Yeah.

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MR GISONDA: At page 3 of your statement, in paragraph 26, you talk about two jobs that you tendered for, one being the Star Casino site for ProBuild in 2017, and the other being demolition works on the Royal Children's Hospital at Herston for Watpac in around 2018. And you say that at that time it was intimidated by the head contractors to you that you had union issues.

45

MR N. ROSENLUND: I - I can't say the head contractor would ever say that to me. But with the Royal Children's Hospital, we were told by the head contractor's project manager that we had the job and he'd send the contract out. The contract
5 never came out, and so I rang him and said, "Where's the contract?" And he said, "Oh, look, we just got a late tender, and they're cheaper than you." That may well have happened, but I don't think so. I think that he pushed our name - he raised our name to the CFMEU, and Jade or someone in there said don't use us. Look, it's all pure speculation. I can't prove this. But these sorts of things happened
10 regularly.

MR GISONDA: But at paragraph 28 of your statement at page 4, you say that there was a subsequent meeting with Mr Ingham where he said words to the effect of, "You can see the power we've got."
15

MR N. ROSENLUND: Yes, that's correct. Not - I don't remember the exact words, but he indicated that, "We run the industry, and, you know, if you upset us, this is - you're not going to get the work."

MR GISONDA: And just finally, Mr Rosenlund, at paragraph 30 of your statement, still on page 4, you say that you had bid for the job to demolish the old law courts in George Street.
20

MR N. ROSENLUND: Yes, that's right.
25

MR GISONDA: And you were invited to attend a meeting at the office of the Shayher Group, who were the developers of the site, and you were told in that meeting that if you were to get the job, you'd be required to hire an employee of the CFMEU's choice as a delegate.
30

MR N. ROSENLUND: That's correct.

MR GISONDA: Is that right?

MR N. ROSENLUND: That's exactly correct.
35

MR GISONDA: And you can't - well, I think you say you think that that person that they wanted you to employ was a man by the name of Justin Steele.

MR N. ROSENLUND: That's correct.
40

MR GISONDA: And what was your response or reaction to that?

MR N. ROSENLUND: I withdrew our tender.
45

MR GISONDA: And that's because of what you said earlier -

MR N. ROSENLUND: That's right.

MR GISONDA: - which is you'd rather not have the job than have a delegate on site.

5

MR N. ROSENLUND: That's right. That's right.

MR GISONDA: Those are my questions, Commissioner.

10 **COMMISSIONER:** Mr Rosenlund, you've given some evidence about your interactions with Mr Jade -

MR N. ROSENLUND: I can't -

15 **COMMISSIONER:** Sorry. You've given some evidence about your interactions with Mr Jade Ingham, and at one point you said you don't want to have an argument, or words to that effect, with Jade; you have to pander to him.

MR N. ROSENLUND: Yes.

20

COMMISSIONER: Why did you say that and what do you mean by you had to pander to him?

25 **MR N. ROSENLUND:** Jade had all the power to make or break companies like ours. We - we mainly dealt with tier 1 builders. Tier 1 builders build the big buildings, and they hire contractors like us, tier 1 subbies, and so we're not going to get the work. So if we upset Jade, we're on his bad books, and we - the builders would ring Jade - I know this happens - and say, "We're going to use this subcontractor," and if he told them that we're an industrial risk, they're not going
30 to give us the job, in the same way that we were told in Ryan's evidence to use the recommended scaffolding company, we were on the upper side of that, but when we're working for builders, we're on the lower side of that. So that same recommendation would be made: "Use Rosenlund or use someone else."

35 **COMMISSIONER:** You just described the fact that you're a tier 1 subcontractor to tier 1 builders, and Mr Ingham had the power you've just described. You also said he had the power to do what he wanted on EBA jobs.

MR N. ROSENLUND: That's right.

40

COMMISSIONER: Do I take that to mean tier 1 jobs or is it -

MR N. ROSENLUND: Yeah, tier 1 jobs. Yeah. Most tier 1 builders are EBA builders.

45

COMMISSIONER: And you heard your son describe what he said - what he understood by that phrase, an EBA job, that is - sorry, I'll just ask you an open question. What do you mean by EBA jobs?

5 **MR N. ROSENLUND:** Enterprise bargaining agreement jobs. You've got an enterprise bargain agreement in place. So the builders would have an enterprise bargain agreement with the union, with the CFMEU and then we would also have an enterprise bargain agreement with the union. So if we didn't have an enterprise bargain agreement with the union, what technically could happen is that the men
10 could go on strike and not have - there is an industrial word for it - a legal strike, but if they're under an enterprise bargaining, they would be breaching the industrial rules if they went on strike. So the preference was for enterprise bargain builders or tier 1 builders to use companies with an enterprise bargain agreement.

15 **COMMISSIONER:** When you say "preference", what do you mean by that?

MR N. ROSENLUND: Well, if they used someone who wasn't an enterprise - who didn't have an enterprise bargain agreement, they would have themselves an industrial risk. So whilst people who didn't have an enterprise
20 bargain agreement may tender, it's highly unlikely they would get the job because of the industrial risk. There's an industrial risk employing EBA subcontractors, and there's also an industrial risk, a bigger industrial risk, employing non-EBA subcontractors.

25 **COMMISSIONER:** In terms of assessing the risk, you started your business in 1978?

MR N. ROSENLUND: I came into the business in 1978. The business was corporatised. We just had our 50th anniversary back in -

30 **COMMISSIONER:** So you started in 1976?

MR N. ROSENLUND: It was corporatised in 1976. Both my father and my brother corporatised it. Previous to that, it was my father and my mother's
35 business, and my mother died in '75 - '77. And that's when I came - got involved. I was doing a university degree in chemistry, believe it or not, and I came in and I've been here forever.

40 **COMMISSIONER:** How hard is the industry to work on in terms of industrial relations now compared to then?

MR N. ROSENLUND: Oh, yeah, it's chalk and cheese. It's - it's - it's like paddling in a canoe against captaining a cruise ship. Yeah, it's completely
45 different. There's good things. It's moved better - safety has moved far better. We've all seen the old clips about people walking around on the Story Bridge without harnesses, without hard hats, without any sun protection. It's a much better industry. But, you know, the introduction of EBAs, the unions, in my view,

have abused - or the CFMEU union has abused the enterprise bargaining system to their benefit immensely and taken away any power that us and maybe the builders have got or would have had. That's only my - only my opinion.

5 **COMMISSIONER:** You've got 50 years' experience almost. When you say "abused to their benefit", what do you mean?

MR N. ROSENLUND: Well, what's been - what Jade did to us. An enterprise bargain agreement, it's a bargain. When I did my first enterprise bargain
10 agreement was Geoff Wilson. He resigned from the union and became a member of the State Parliament for Ferny Grove. And myself and another peer at the time, we did the very first enterprise bargain agreement with the CFMEU. And it was a bargain. We went in there, we negotiated, and that became a very - like a pattern agreement. Now, they just come out: "Here. There's the agreement. Sign it." Or
15 if you don't sign it, don't sign it, but, you know, the implication is you're never going to get a job or you're going to have so many industrial problems on your site." It's no bargain at all. Just, you know, it defeats the definition of the word "bargain". Does that explain it, I hope?

20 **COMMISSIONER:** Very well.

MR GISONDA: One further thing, Commissioner. Just the video, the audio that I played.

25 **MR N. ROSENLUND:** And I apologise for the words that I used at the time. I -

MR GISONDA: I tender that, but even though we played the cut version, I'll tender the whole clip. That should be ROS8.

30 **COMMISSIONER:** How do I describe that? Has it got a date? 7 April 2025?

MR GISONDA: 7 April 2025. Rosenlund head office video.

COMMISSIONER: Any objection, Mr O'Grady?

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MR O'GRADY: No objection.

COMMISSIONER: Mr de Jersey? Video clip of an incident involving Mr Trevor Sinclair, Mr Dean Reilly, Mr Neile Rosenlund, Mr Darcy Rosenlund and
40 Ms Jenny Kennedy - did I give the date? Have I given the date yet?

MR GISONDA: Yes.

COMMISSIONER: At the Rosenlund head office will be exhibit ROS8.
45

**<EXHIBIT ROS8 VIDEO CLIP OF AN INCIDENT INVOLVING MR
TREVOR SINCLAIR, MR DEAN REILLY, MR NEILE ROSENLUND, MR
DARCY ROSENLUND AND MS JENNY KENNEDY 7/4/2026**

5 **MR GISONDA:** Yes.

COMMISSIONER: What's the position with cross-examination of Mr Rosenlund?

10 **MR GISONDA:** That's not opposed, Commissioner.

COMMISSIONER: All right. Mr O'Grady.

<CROSS-EXAMINATION BY MR O'GRADY

15

MR O'GRADY: Yes, thank you, Commissioner. Now, Mr Rosenlund, as you would've heard earlier, I'm appearing for the administrator of the CFMEU.

20

MR N. ROSENLUND: Yes.

MR O'GRADY: Can I just ask you a couple of questions about the evidence you just gave a moment ago regarding the need to have an EBA. At the time you got the tender for the Mirvac job at Toombul, that was December 2022, as I understand your statement?

25

MR N. ROSENLUND: I wasn't - yeah, I believe so, yes. I wasn't directly involved in the tender.

30

MR O'GRADY: Yes. And the agreement that you had in place at that point in time was the 2020-2022 EBA?

MR N. ROSENLUND: That had expired, but that keeps living, yes.

35

MR O'GRADY: Yes. But as you explained to the Commissioner earlier, even though you might have an agreement that's expired but keeps living, that does open up the potential for there to be protected industrial action taken.

MR N. ROSENLUND: It does.

40

MR O'GRADY: Yes. And so is that not an example where somebody who did not have an extant EBA for the project was nonetheless able to get a successful tenderer in respect of a significant project?

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MR N. ROSENLUND: I believe we'd signed the form to - to get the new EBA up by that time. I'm not sure.

MR O'GRADY: All right. I understand. You would accept, wouldn't you, that construction is a dangerous industry? Indeed, I think that was one of the first points you made.

5 **MR N. ROSENLUND:** I think demolition is a dangerous industry. I think that's what I meant. It's a more dangerous trade in the construction industry, yes.

MR O'GRADY: Well, certainly, as far as demolition is concerned, it is a dangerous industry?

10

MR N. ROSENLUND: Oh, yes.

MR O'GRADY: And I put it to you that even more generally, even though demolition might be at the upper end of the scale, construction generally is a dangerous industry.

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MR N. ROSENLUND: Yes, I suppose. Yeah.

MR O'GRADY: And you would agree with me that there are a range of employers within the industry, some of whom take their obligations in respect of the safety of their employees more seriously than others?

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MR N. ROSENLUND: And we're one of them.

MR O'GRADY: Yes. I'm not being critical, but as a part of the industry more generally, there are some shonks out there, aren't there?

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MR N. ROSENLUND: Yes. There is no doubt about that. Absolutely. And we have to compete with them.

30

MR O'GRADY: I understand. And it's not just a question of safety; there are shonks out there in respect of meeting their award or their enterprise agreement obligations in respect of payment and the like?

MR N. ROSENLUND: Absolutely. Yep.

35

MR O'GRADY: And there's also the potential for some employers who don't meet those obligations to, in effect, wind the company up, leaving employees' entitlements unpaid?

40

MR N. ROSENLUND: That's happened several times.

MR O'GRADY: Yes. Okay. And pre the Ravbar era, as I understand your evidence, you said there was mutual respect between your company and the CFMEU or the predecessor to the CFMEU.

45

MR N. ROSENLUND: Yes, yes. And I think early in the Ravbar era that was still the case.

5 **MR O'GRADY:** Yes. And as I understand your evidence, you accept that it's important to have a good relationship with the CFMEU, because it's through that you can have a good relationship with your workforce?

10 **MR N. ROSENLUND:** Not - well, you can have a good relationship with your workforce without the CFMEU. They're not - they're not - they're not - they're not separate. Best to have a good relationship with all - everyone that's involved in your business.

15 **MR O'GRADY:** Yes. I understand. And you describe in your statement a number of problems you had dealing with Mr Ravbar and Mr Ingham?

MR N. ROSENLUND: Yes.

20 **MR O'GRADY:** And indeed, as I understand your evidence, the problem that you described concerning Mr Fraser was really being driven by Mr Ingham and a grudge that he was holding since, what, 2016 or something?

MR N. ROSENLUND: That's correct. Yes, it was.

25 **MR O'GRADY:** And you of course understand that with the appointment of the administrator, Mr Ravbar's gone.

MR N. ROSENLUND: Mr Ravbar and both Mr Ingham are gone, yes.

30 **MR O'GRADY:** Yes, I understand.

MR N. ROSENLUND: Yes. But I do find it strange that the two people were dismissed out of Queensland and they're working for New South Wales CFMEU. That's nothing to do with this inquiry.

35 **MR O'GRADY:** Indeed. That's not an issue before the Commission in this inquiry. Now, the campaign against Mr Fraser and the meeting that you describe on 27 June 2024, that of course was prior to the appointment of Mr Irving as the administrator.

40 **MR N. ROSENLUND:** Yes, it was. Yes, it was.

45 **MR O'GRADY:** And the confrontation that you - we saw the video of, in the meeting in your offices on 7 April 2025, that was prior to the High Court handing down its decision in the Ravbar charge?

MR N. ROSENLUND: Yes. Yes, it was.

MR O'GRADY: And you've said you've been watching at least some of the evidence. Do you recall Mr Irving giving evidence that while that decision was pending, it was very hard for him to effect cultural change within the Queensland CFMEU -

5

MR N. ROSENLUND: Yes, yes.

MR O'GRADY: - because the whole thing (indistinct).

10 **MR N. ROSENLUND:** Yes, I believe that. I understand that.

MR O'GRADY: Yes, all right. And in respect of that confrontation, that was about an allegation that there had been some underpayments, as I understand it. That's why Mr Reilly and Mr Sinclair attended your offices?

15

MR N. ROSENLUND: Yes, and I believe - yes, that's correct. Yes.

20 **MR O'GRADY:** Yes. And would you accept the characterisation - and I'm not trying to in any way justify what happened - but the characterisation that, prior to you joining the meeting, it would appear that the meeting was being conducted by your son and the two union officials in a relatively amicable way?

MR N. ROSENLUND: I've got no idea.

25 **MR O'GRADY:** Okay. I understand. Well, you saw the way in which your son approached the two union officials prior to you joining the meeting, and there was no hostility evident.

30 **MR N. ROSENLUND:** That's how - that's Darcy's personality and his limited experience in exposure to the union.

MR O'GRADY: Yes. But there was certainly no threat, if I can put it in that language from being -

35 **MR N. ROSENLUND:** Of course not. No threat.

MR O'GRADY: That's apparent from the way in which either Mr Sinclair or Mr Reilly behaved themselves.

40 **MR N. ROSENLUND:** That's right. None at all.

MR O'GRADY: And is it a fair characterisation that when you - after you joined the meeting, Mr Reilly made some comment that you should leave or leave the meeting, and you took offence at that, for good reason?

45

MR N. ROSENLUND: It was more, "Get out of this office." It wasn't a polite saying, "Can you please leave the meeting?" It was "Get out of this office."

MR O'GRADY: I understand.

MR N. ROSENLUND: And I took offence to that.

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MR O'GRADY: Yes, and you took serious offence to that, as was reflected in the volume of your voice and the words were using at the time?

MR N. ROSENLUND: That's right. Yep.

10

MR O'GRADY: And as I understand it, there was no similar comment or bad behaviour exhibited by Mr Sinclair at that time?

MR N. ROSENLUND: No. No.

15

MR O'GRADY: And I might have misheard, but as I understood it, there was a part where you actually draw a distinction between Mr Reilly and Mr Sinclair, and you said, "You can stay."

20

MR N. ROSENLUND: That's correct. Yep.

MR O'GRADY: And you were saying that to Mr Sinclair, but you were saying to Mr Reilly, "You've got to get out, and if you don't get out I'm going to call the cops."

25

MR N. ROSENLUND: That's right. I also want to add, Jared Abbott has been a breath of fresh air, and I think that's where you're heading to. I'm not sure. But we've got all the - I've got all the time in the world for Jared, because the first time I met him, he was concerned about what the other CFMEU - the old CFMEU guard would, let's say, view him meeting me. Anyway, I just wanted to bring that up.

30

MR O'GRADY: I'm grateful for that, because that is, in effect, where I'm going to.

35

MR N. ROSENLUND: Yep.

MR O'GRADY: And in that theme, I'm not sure whether you saw Mr Irving's evidence, but he gave evidence about how he is putting in place a system of training for delegates. I take it you would endorse that as being a laudable thing?

40

MR N. ROSENLUND: I would certainly endorse that. I wasn't aware of that, but, you know, I'm not aware of a lot of things happening these days.

45

MR O'GRADY: I understand. And he also gave evidence that he was putting in place a code of conduct for delegates. A code of conduct for delegates -

MR N. ROSENLUND: Yes, yes, that's good.

MR O'GRADY: - that they have to sign and adhere to. And again, I take it you would strongly endorse that.

5

MR N. ROSENLUND: I strongly agree with that.

MR O'GRADY: I have no further questions, Commissioner.

10 **COMMISSIONER:** Thank you, Mr O'Grady. Anything arising, Mr Gisonda?
Can Mr Rosenlund be excused?

MR GISONDA: Yes, Commissioner.

15 **COMMISSIONER:** Mr Rosenlund, I know you've come here under compulsion, but thank you for your evidence.

MR N. ROSENLUND: Thank you.

20 **COMMISSIONER:** And you're excused.

<THE WITNESS WAS RELEASED

25 **COMMISSIONER:** Mr Gisonda, I just wonder whether you might be able to use the remaining time just continuing with your opening, as it were, in relation to this issue of the proper role of a delegate.

30 **MR GISONDA:** I'm happy to say some things about delegates, because what you might be starting to see is a - at least some of the evidence you've heard so far is the suggestion or possibility that Mr Ingham or someone else is moving some delegates around almost like a chess piece on a chessboard. And it's important - and I might use the next 10 or 15 minutes or so minutes just to talk a little bit about the history of shop stewards, because that might then assist us in having a good understanding or foundation as we come to explore, later in this
35 Commission, what the proper role of the delegate is and where they fit in the construction industry today. There's two main sources that I want to just ensure that you, Commissioner, are aware of. The shop stewards have been around since at least World War I.

40 **COMMISSIONER:** I think maybe even a hundred years before that, at the time that trade unions were first beginning. I mean, they were the vehicle through whom the trade union, even though they were unlawful combinations, were expanded through the workforce. I mean, this was - but at least World War II, but it might even go back a hundred years before that.

45

MR GISONDA: Perhaps I will be more accurate and say when they come into prominence was particularly during World War I in the United Kingdom, where

there was the shop stewards movement that almost emerged as an alternative to the union leadership in their protest against other things, conscription. At least in Australia, in the 1950s and the 1960s, shop stewards became a - or excited considerable political interest. In the early 60s, Lance Sharkey, who was the
5 general secretary of the Communist Party in Australia, he recognised that it was the shop stewards who would be one of the chief instruments, he said, of drawing the working class into the general revolutionary struggle.

10 **COMMISSIONER:** Mr Sharkey, was he Waterside Workers or -

MR GISONDA: I will have to get back to you on that. He claimed that it was his party that had really facilitated the growth in influence of the stewards on the factory floor. There had been, in the Ironworkers' Association, Federated
15 Ironworkers' Association in the late 40s, a big dispute about a particular shop steward who was staunchly anti-Communist, and this was the start of the Grouper as an alternative to the Communists, putting their preferred shop stewards in positions of power in various workplaces throughout Australia. And that was at a time when that union, the Federated Ironworkers' Association, was still a Communist union, before Lawrence Shaw took control and it took the opposite
20 position. But there was a delegate there who was seen as anti-Communist and therefore not sympathetic to the views and objectives of the union, and so expulsion or disciplinary processes were put in place against that delegate.

25 One of the leading academics who focused specifically on the question of shop stewards was Orwell Foenander, who I think was the first head of an industrial relations department in an Australian university, University of Melbourne. And he remarked that at least in the 1960s, the delegates in various workplaces found themselves in quite difficult positions. They were regarded at times with suspicion by the union, because it was the delegate who had the day-to-day
30 contact with the worker. It was the delegate who may be appointed to management committees in the workplace. It was the delegate who may form what were called shop committees with other delegates from other unions.

35 And so while seen as having a necessary place in the workplace, the union officials or the leaders of the unions, he says, viewed the delegates with suspicion. The workers themselves often viewed the stewards with suspicion, because they were sometimes seen as promoters of their own interests. They were seen as having twin loyalties, not just to the worker but to the union, and sometimes they were seen by workers as being overly sympathetic to management, particularly
40 when disputes - particularly when a shop steward might hear both sides of the story and form the view that management were on the better side of the issue and had to communicate that to an angry worker.

45 The management of those difficulties and what might be regarded as twin loyalties, or duelling loyalties, I should say, he says, in amongst all that, you cannot lose sight of the fact that the steward is first and foremost an employee and owes a duty to the employer.

COMMISSIONER: So they've got to be an employee first before they can become a steward.

5 **MR GISONDA:** Yes.

COMMISSIONER: Because it's the employment relationship that gives them the right to be elected from amongst their colleagues as their representative to talk to the union and the management and to an extent the union's shop floor
10 representative to talk to management and talk to the workers.

MR GISONDA: Yes. And he observes that in most instances - again, he's talking in the 1960s - the delegate was confirmed following the result of a vote among members of the union - members of the union who were employed at the
15 plant or the work site. But, of course, you don't even need to be - you can have shop stewards who are in the absence of unions. Workers can come together and vote upon and appoint a representative to speak on their behalf.

COMMISSIONER: Well, in a sense, the Robens report, which has given
20 rise - when was that, the 1960s - which has given rise to the modern health and safety legislation takes that same view. It in effect copies the historical approach of unions to shop stewards and says that workers, whether they're members of unions or not, within their work group, can elect from amongst their number someone to be their representative for health and safety matters.

25 **MR GISONDA:** It looks as though the first instance of delegate recognition in terms of an industrial instrument - not union rules, of course, but an industrial instrument - occurred when the BWIU served a log of claims demanding that an employee be appointed as a steward and be recognised - sorry, an employee be
30 appointed as a steward and would be recognised by the employer thereafter as the accredited representative of the union and that that employee should then be allowed all necessary time during working hours to interview the employer on any matter affecting employees and such time as is necessary to interview actual or prospective union members.

35 **COMMISSIONER:** When was that?

MR GISONDA: That log of claims was I think in 1963, but the eventual award was the 1964 Carpenters and Joiners Award. But the award eventually only
40 allowed for interviews with the employer, not union members. Shortly thereafter, there's a case called the Costain case, C-o-s-t-a-i-n, where members of the Amalgamated Society of Carpenters and Joiners complained that a BWIU steward was performing too much time on union duties rather than the performance of his duties under his contract of employment. And the BWIU in turn argued that the
45 steward had an important function: to monitor the health and safety of the worker by keeping a watch on the condition of scaffolding and making precautionary

inspections in places where danger was perceived to be latent and ensuring users of certain tools were licensed and trainees were appropriately supervised.

5 Mr Foenander says that he would detail or he would list the better-known duties and powers of stewards as follows. And it needs to be understood at this point in time - this is when he's speaking, in the 60s - that union rules were often - said little and sometimes nothing about stewards and what their roles were. He says that their better-known duties and powers include to collect union fees and other moneys owed by workers to the union or their fellow workers, to provide a list to 10 the union of the names and addresses of all union members employed at the shop, and to confirm whether the member is financial. Of course, this is before mobile phones and software systems and where the union really is in the dark as to who of their members are working where, are they signed up after they paid their dues and the like.

15 Point 3, to ensure all persons starting work in the shop are unionists and to interview all non-members and beat them up, that being the colloquial expression of persuading a worker about the merits of joining the union. To account to the union all funds and papers held by the delegate. To distribute ballot papers and 20 other notices from the union. To report breaches of applicable industrial instruments to the union. To ensure workers are paid rates and working under conditions approved by the union. To keep the union informed of all matters relevant to the union as occurring in the workplace. And to investigate complaints made by workers and otherwise take those matters up with management, 25 particularly in relation to wages, working conditions and amenities.

At around the same time that he published his seminal work on shop stewards, there was a Royal Commission in the United Kingdom, which contained within it a comprehensive survey of shop stewards. That was the fifth Royal Commission 30 on industrial relations in the United Kingdom. So the first was the Royal Commission in 1867 to 1869 under the chairmanship of Sir William Earle. That looked into the organisation and rules of trade unions and employer associations and their effects on industrial relations. Then there was a Royal Commission in 1874 and 1875, chaired by Chief Justice Cockburn, spelt C-o-c-k-b-u-r-n. That 35 was focused more specifically on the law of conspiracy as it related to masters and servants.

Then in 1891 to 1894, there was a Royal Commission chaired by the Duke of Devonshire looking at questions affecting the relations between employer and 40 employed. Then from 1903 to 1906, under the chairmanship of Lord Dunedin, a Royal Commission into trade disputes and trade combinations and the law affecting them. And then in 1965 to 1968, the Royal Commission I'm now going to say some things about under the chairmanship of Lord Donovan, a Royal Commission into trade unions and employers. And that Royal Commission in turn 45 commissioned Dr McCarthy from Oxford University as its research director, and he was responsible for conducting the wide social survey of shop stewards.

And the output of that considerable work, among other things, is as follows. They observed that most stewards are elected by a show of hands in the workplace. They observed that, generally speaking, the rules of unions are more specific and comprehensive when directed towards the responsibilities of stewards in recruiting and retaining members than they are about representing them before employers. And some rules don't mention representation before employers at all, and others simply said that employees should not be interviewed without a witness, that witness, by inference, being the delegate.

10 It was observed that most stewards emerge as a result of some democratic process and that stewards were widely believed as remaining in some sense accountable to those who have elected them. But there are exceptions to that, one such exception occurring when there was no-one willing to perform the function.

15 They discovered in their studies that respondents - the respondent shop stewards - averaged about 11 hours a week on union business, six of them in working hours. Six per cent of stewards spent over 30 hours of working time per week on union business. Four per cent claimed to spend all of their working time. Stewards received some nominal compensation from the union. This was to take account of postage expenses, telephone expenses and the like. They found in their studies that 81 per cent of shop stewards faced regular re-elections, 50 per cent of stewards had been opposed at their original election, and almost a quarter had been opposed at least once on coming up for re-election. No respondents challenged the assumption that their original appointment was an election.

25 From the unions' perspective, the consensus was that the steward performs three functions: the recruitment and maintenance of membership, including the collection of union dues; the communication of union policy and the maximisation of union loyalty; and the provision of grievances and claims to be processed through the higher levels of the procedure by the union's full-time officers. It was observed that about 90 per cent of union members did not attend a branch meeting of the union.

COMMISSIONER: Did not attend?

35 **MR GISONDA:** Did not attend. The consequence being that the stewards were seen as critical to keeping the union informed about the workers and, in turn, keeping the workers informed about the work that was being done by the union.

40 **COMMISSIONER:** They were the conduit for messages from both sides, grievances or just communications of each - perspectives from both sides.

MR GISONDA: Yes.

45 **COMMISSIONER:** And historically, I think, at least until World War I, perhaps till World War II, the main role was the one you described as the first role, recruitment and maintenance, because by the time you get to World War II, at

least in Australia, you've got a system of federal and state compulsory arbitration, which brought with it incentives for unions to register and privileges once they did register, which enhanced their ability to obtain and maintain membership. And so that historic need for, if you like, grassroots recruitment and maintenance died
5 down a little bit, though you see it in one of the descriptions you described as "to ensure all persons starting in the shop become members of the union", that that recruitment and maintenance function, whilst it became less important because the unions had certain legal privileges that enhanced their ability, absent the shop steward, to grow and maintain membership.

10 **MR GISONDA:** Yes. What Lord Donovan in his Royal Commission said was that whilst the stewards have performed the important service of ensuring members, money and a facilitation of the means of keeping in touch with members, particularly in circumstances where they are the main conduit or the
15 main link between the union and the members, none of that is the most important of the British shop steward's tasks. The most important task is the service which he performs by helping to regulate workers' pay and working conditions and by representing them in dealings with management. The social study noted that over half of the shop stewards regularly deal with managers over some aspect of pay
20 and about half of them deal regularly with some question relating to hours of work.

COMMISSIONER: That just depends where you are historically in the spectrum. If you're in the spectrum where you're well organised, then the
25 representative function becomes more important. If you're at the start of the process where you need the organisation, then the organisational function becomes more important. So when you're writing in the sixties, when there's in effect a closed shop and there's very high levels of unionisation in Britain, then the representative function's more important, because the organisational function has
30 been carried out by previous generations to a very significant degree.

MR GISONDA: I'll conclude on this point, or a couple of points. They said the work group or the stewards do not derive their power from the union; they derive
35 their power from the workers. Three-quarters of managers would choose to deal with a shop steward as opposed to a full-time officer, and -

COMMISSIONER: That's really reflecting what Mr Rosenlund said.

40 **MR GISONDA:** Based, according to them, on the intimate knowledge of the circumstances of the case possessed by shop stewards. Consequently, it is often wide of the mark, Their Lords say, to describe shop stewards as troublemakers. Trouble is thrust upon them. They are rarely agitators. For the most part, the steward is viewed by others and views himself as an accepted, reasonable and
45 even moderating influence, more of a lubricant than an irritant.

And just one final point. Union rule books - where union rule books mention shop stewards - and many of them do not - they generally something about method of

appointment and the body to whom they are nominally responsible. But if the business of representing members is touched on, little is said about it. But most major unions now have a shop steward's handbook which sets out some of these tasks at greater length.

5

So that's a brief overview of some of the historical work that was done in trying to understand that there hadn't been much literature on shop stewards up until that point, and this was the first concerted attempt, both in England and in Australia, to understand who is the shop steward? Where does their authority come from?

10 What are they doing? How do they do their job better? And so in subsequent hearings, Commissioner, we'll explore those matters in more detail and in a modern context, where some of these things that they're speaking about don't have much application in the modern workforce.

15 **COMMISSIONER:** Well, they might not have much application, but the role as a representative of the workers is still very important.

MR GISONDA: Undoubtedly.

20 **COMMISSIONER:** And if you've got a situation - and I think Mr Irving said out of the 413 - I might not have the figure right - 430 delegates, when he was appointed administrator, that were the delegates for whom the Queensland/Northern Territory branch of the Construction and General Division of the federal union were responsible, 250 of those were so-called site delegates,
25 which I understood to mean people who'd been appointed by the union to a site and had not - in effect, were top-down appointees from the union rather than people who'd been grown from the workforce and were representative of the workforce, and a classic example is Mr Muller and Mr Broadhurst.

30 **MR GISONDA:** Broadhurst.

COMMISSIONER: Broadhurst. That seems to be the quintessential distinction between the role of the shop steward, Mr Muller, being there from age 16 till age 50, elected by the workers to be their representative, is the traditional conception
35 of a shop steward. And this idea - 250 out of 413 is, what, 60 per cent or something. 60 per cent - my maths may not that be good, but most of the delegates are these - if my understanding of Mr Irving's evidence is right, most of the delegates are these top-down appointees who, before being a delegate, like Mr Broadhurst, were not even employed by the employer.

40

MR GISONDA: How do they have a proper understanding of the full particulars of the case? Does a worker feel comfortable approaching a Mr Muller or a Mr Broadhurst with their grievances against management or a safety concern? Who
45 would the worker feel more comfortable approaching if they have a grievance with the union, a Mr Broadhurst or a Mr Muller? And these are all questions that need to be grappled with. But there does seem to be significant problems with this

model of imposing someone on a work site against the wishes of the employer and, by extension, the employees.

5 **COMMISSIONER:** Who's not required to do any work; might not have any trade qualifications; might not, like Mr Broadhurst, have any demonstrable connection with the employer. And it might be - and this is certainly what Mr Watson says, and that's at least in relation to Victoria - appointed because of their - what's the politest way of characterising his evidence - their physical characteristics.

10

MR GISONDA: And there's a far more worrying aspect to this particular delegate, which we'll examine next week.

15 **COMMISSIONER:** All right. Anything further for today? We'll adjourn till 10 am tomorrow.

<THE HEARING ADJOURNED AT 3.52 PM

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