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SUBMISSION ON BEHALF OF ROSENLUND IN RESPONSE TO COUNSEL ASSISTING'S FURTHER SUBMISSIONS ON THE RE-INTRODUCTION OF A CODE OF PRACTICE AND INDEPENDENT REGULATOR (3 JULY 2026)

A. Introduction

1. This submission is made on behalf of Rosenlund Contractors Pty Ltd and RCNT Holdings Pty Ltd (together, **Rosenlund**), in response to the Commission's invitation for responses to Counsel Assisting's further submissions on the re-introduction of a code of practice and an independent regulator dated 3 July 2026 (**Further Submissions**), including the Draft Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry at Annexure 2 (**Draft Guidelines**). Paragraph references in square brackets are to the Further Submissions unless otherwise indicated.

2. Rosenlund is a family-owned and operated Queensland business that has worked in the construction industry since 1978 and specialises in complex demolition and deconstruction projects for tier one clients. Its projects have included the Gold Coast Hospital (2015), 360-380 Queen Street, Brisbane (2021), the Mater Hospital (2021) and the demolition of the Toombul Shopping Centre for Mirvac (2024-2025). Rosenlund Contractors presently employs about 13 people; RCNT Holdings Pty Ltd employs about 15 workers, supplies labour within the group and employed about 35 workers at the peak of the Toombul project. Rosenlund writes as a smaller, family-owned contractor in an industry of much larger participants.

3. Rosenlund has participated extensively in the Commission's work. Documents and information were produced to the Commission in response to notices issued by the Commissioner, and Ryan Rosenlund and Neile Rosenlund each provided signed witness statements in response to such notices, tendered as Exhibits ROS6 and ROS7 respectively (**Ryan Statement** and **Neile Statement**), and each gave oral evidence under summons at the Commission's public hearing on 21 April 2026 (Day 19), at which the Toombul project was examined as a case study (Transcript, 21 April 2026, P-1683 and following).

4. In opening the Toombul case study, Senior Counsel Assisting observed that the CFMEU's conduct does not go "from nothing to Cross River Rail", and that it is a logical inference that misconduct also occurs on smaller projects that have not entered the public consciousness (Transcript P-1684). Rosenlund's experience bears that observation out. The work practices, payments and behaviours addressed by the proposed code are matters the company has experienced directly and given sworn evidence about. This submission relies primarily on Rosenlund's own evidence and refers to the broader public record where it helps show the risks the code and regulator are meant to address.

B. Overall position

5. Rosenlund supports the recommendations sought by Counsel Assisting at [12] and [78]: that the Commissioner recommend the re-introduction of a code of practice governing standards of behaviour in the Queensland construction industry, administered and enforced by a properly resourced independent regulator, and that any such recommendation be made as a matter of priority.

6. Rosenlund endorses each of the three justifications identified at [14] - productivity and value for money, freedom of association, and the reduction of misconduct. For a small contractor, the third matters most. As Mr Hadgkiss explained (see [53] and [59]), unlawful and illegitimate conduct is too often treated by contractors as simply the cost of doing business, and acquiescence is frequently the path of least resistance. A code backed by an active regulator changes that: it gives a contractor a lawful, commercially defensible basis to refuse illegitimate demands, and an independent body to report them to.

7. Rosenlund's support for the code is not opposition to legitimate union representation. Rosenlund supports lawful worker representation, genuine safety reporting, proper recovery of any underpayment that is established, and good-faith bargaining, and it supports the additions to the Draft Guidelines that emerged from union consultation, including the measures directed to the recruitment and retention of women

([68(g)]). The code is needed for the narrower but important category of conduct in which those legitimate mechanisms are used coercively, without particularisation, or as instruments of site control.

8. Rosenlund also endorses the observation at [13] and [77] that timing matters. With an estimated $119 billion in government-funded construction work forecast over the next four years and a cluster of union collective agreements approaching nominal expiry in mid-2027, a code needs to be in operation before the next bargaining round. Rosenlund develops this point in Section G.

C. Rosenlund's evidence and its bearing on the proposed code

9. The following aspects of Rosenlund's evidence bear directly on components of the proposed code and Draft Guidelines. They are drawn from the Ryan Statement (Exhibit ROS6), the Neile Statement (Exhibit ROS7) and the transcript of the public hearing on 21 April 2026, as identified below.

10. **Payments to the union as the price of an agreement.** The CFMEU's "Expression of Interest for a Union Collective Agreement" process required Rosenlund to complete a form which stated on its face: "Please return this completed form along with payment of $2,970.00 (incl.GST)". Rosenlund paid that fee on 24 July 2023, and the payment was traced in evidence to the CFMEU's account (Transcript P-1709 to P-1710; Neile Statement [51], describing the fee as compulsory). The Draft Guidelines would expressly prohibit payments of this character: Part 7 prohibits payments, commissions or gratuities of any kind, directly or indirectly, to a union or union-controlled account or fund, and Part 9 prohibits bargaining fees however described. Rosenlund supports both provisions. Fees of this kind are particularly difficult for smaller contractors to resist where access to bargaining, project continuity or future work is perceived to depend upon compliance. Rosenlund supports the Draft Guidelines making clear that bargaining access should not be conditioned on payments to a union or union-controlled account.

11. **The imposed delegate.** Rosenlund was directed to hire a union delegate it did not want or need, under the threat that if it did not, it would "never pick up a shovel on the site ever again" (Ryan Statement [64]). The delegate, Mr Broadhurst, arrived without a CV or interview (Ryan Statement [73]), was to stay "a couple of months" but remained from 20 March to 6 September 2024 (Ryan Statement [196]), performed no productive work (Ryan Statement [116]), displaced the delegate the workers had themselves elected - a 28-year employee of the business (Ryan Statement [84]-[88]) - and was paid $61,189 before superannuation. As Senior Counsel Assisting put it, Rosenlund "effectively subsidised the union's payment of wages to one of its officers" (Transcript P-1688).

12. **The imposed "peggy".** Rosenlund was separately directed to hire a full-time "peggy" it did not need, at about $1,793 per week until February 2025, and to terminate the engagement of the cleaners it had already retained (Ryan Statement [103]-[114]): labour cost imposed, and workforce arrangements altered, without any identified operational need. Together, these experiences are what the proposed prohibitions on non-working delegates ([56]; [68(f)]; Draft Guidelines Part 4(l)) and on imposed hires (Draft Guidelines Part 9) are directed at.

13. **Imposition of another employer's agreement.** In March 2024, mid-project and after Rosenlund was locked into its contract with Mirvac, a CFMEU organiser handed Rosenlund another contractor's enterprise agreement and said, in effect, "this is what you need to start paying everyone on site and you need to do this before we even begin negotiating a new EBA" (Ryan Statement [53]-[55]). Rosenlund complied out of fear of the consequences, at an additional wage cost of approximately $293,174.68 (Ryan Statement [58]-[61] and Annexure RR-30). That experience supports the prohibitions in Part 4 of the Draft Guidelines on coerced over-award payments and imposed project-specific wages and conditions, and illustrates the related vice of unregistered and imposed pattern arrangements addressed at [37(g)].

14. **Treatment following perceived cooperation with a regulator.** A director of the business, Mr Fraser, was labelled a "dog", banned from the Toombul site under threat of shutdown, and forbidden from speaking to union members (Neile Statement [86]-[102]). The treatment was later linked, in Rosenlund's

evidence, to a 2016 email in which Mr Fraser, during bargaining, relayed advice obtained from a Fair Work Ombudsman inspector; Rosenlund understood that email to be the reason Mr Fraser was regarded adversely by union officials (Neile Statement [108]-[112]). To secure even conditional relief, Neile Rosenlund had to plead with the union's leadership, enclosing a letter Rosenlund had sent to Senators in support of the CFMEU's position in November 2017 (Neile Statement [103]-[121]). Rosenlund submits that the episode illustrates the vulnerability of smaller contractors when access to their own management personnel depends on informal resolution with union officials rather than enforceable standards. The code should protect contractors and workers who engage with regulators, seek advice, or insist on compliance with statutory processes.

15. **Weather and safety processes used to halt work.** The imposed agreement contained a covered-walkway clause (clause 16.14) that the delegate used to halt work: workers were refused permission to return to work after rain had stopped, and workers operating dry, enclosed excavators were directed to leave them, walk through the rain, and were then not permitted to resume because they had become wet (Ryan Statement [126]-[135]; Transcript P-1732). When the Commissioner asked how a covered walkway could work on a demolition site where the excavator is moving all the time, Ryan Rosenlund's evidence was: "It can't work. And that's the very point" (Transcript P-1732). On other occasions the site was shut down over claimed "foot rot" from puddles - a complaint not withdrawn even after Rosenlund purchased steel-capped waterproof boots for the workforce (Ryan Statement [136]-[139]; Transcript P-1732 to P-1733) - and a worker reported seeing the delegate deliberately trash the site toilets before workers were sent home on asserted health and safety grounds (Ryan Statement [140]; Transcript P-1733).

16. **The cost of using lawful processes.** On 11 June 2025, Rosenlund wrote to the affected employees consulting on a proposed transfer within the group, and provided a copy of the consultation notice to the CFMEU. No objection was received, and the employees transferred by consent in July 2025. In October 2025, Rosenlund applied to terminate the enterprise agreement applying to Rosenlund Contractors. The CFMEU opposed the application and commenced a separate dispute concerning alleged employee entitlements; to date, no underpayment has been particularised, no represented employee has been identified, and no claim has been received from any employee. Rosenlund has repeatedly confirmed it will correct any error that is demonstrated. The Fair Work Commission approved the termination, and the union did not appeal (Rosenlund Contractors Pty Ltd [2026] FWCA 475 at [5]-[11]). In the months that followed, during which Rosenlund's cooperation with this Commission became public through the publication of pay records, the agreed audit of six employees became a list of over fifty names. The dispute remains on foot and Rosenlund makes no submission on its merits. The narrower point is the one the Fraser episode also makes: contractors who use lawful processes, or who cooperate with lawful inquiries, can reasonably fear expanded and costly disputation, and that fear is itself a barrier to reporting. If the Draft Guidelines require prompt reporting of threatened or actual unlawful industrial conduct, they must also provide anti-reprisal and confidentiality protections, without preventing any party from advancing a genuine and properly particularised claim (see paragraphs 29 to 32 below).

D. The broader evidence before the Commission

17. The Commission's public hearings since April 2026 have received evidence from other projects that is consistent with the types of risks identified in Rosenlund's evidence: imposed personnel, site-control pressure, pressure over fund choice, use or purported use of safety processes as leverage, and the absence of a timely independent body to resolve disputes on live projects. Rosenlund refers to those matters not to ask the Commission to treat every project as identical, but to show that the code components proposed in the Further Submissions are directed at recurring industry risks. Some of these matters remain the subject of submissions by other parties, and Rosenlund does not ask the Commission to treat any of them as concluded findings.

18. **Imposed personnel were not confined to Rosenlund's site.** The Commission heard that, following the "safety reset" on the Cross River Rail project, the CFMEU demanded that CPB Contractors directly employ full-time health and safety representatives selected by the union - fourteen of them - across the

project's sites (Transcript, 30 April 2026, P-2179 to P-2180). One of the fourteen was Mr Broadhurst, placed on Cross River Rail "courtesy of Mr Ingham"; he left that project by mid-March 2024 and was imposed on Rosenlund's Toombul site, under the threat described at paragraph 11 above, within a week (Transcript, 30 April 2026; Ryan Statement [64], [196]). The tendered documents add the detail: Mr Broadhurst had commenced on Cross River Rail on 30 October 2023 as one of the imposed representatives; an investigation into his conduct was commenced; he resigned on 16 March 2024; and he presented at Toombul as Rosenlund's new delegate within days (Exhibit CRR-4, Aide Memoire, pp 12-16; Ryan Statement [72]). Rosenlund, which had been given no CV and no opportunity to interview him, was told none of this (Ryan Statement [73]). The same individual was placed successively on the State's largest infrastructure project and on a family demolition contractor's site. The proposed prohibitions on non-working delegates and imposed hires would address the same risk at both ends of the industry.

19. **Employer assessment of imposed personnel.** The Commission also heard on 30 April 2026 that a number of the persons placed onto sites in this way had been found guilty of criminal offences, and criminal history extracts for two of the installed representatives are in evidence (Exhibit CRR-4). The tendered Aide Memoire records that five of the imposed representatives were later terminated for misconduct, and that two others resigned within days of the relevant enterprise agreement vote succeeding (Exhibit CRR-4, pp 12-16). Rosenlund does not suggest that people with criminal histories should be excluded from the industry - construction has a proud record of giving people second chances. The point is narrower: employers were required to place persons they had never interviewed, and whose backgrounds they could not assess, into safety-critical and representative roles, with no ability to refuse. That concern informs the recommendations at paragraphs 31 and 32 below.

20. **Safety processes and regulator independence.** On the Toowoomba Second Range Crossing project, 74 improvement notices issued in the eight months from July 2017, against 16 in the preceding eight, prompted the Commissioner to observe that "… either the safety has deteriorated on site or this project is being targeted …"; an improvement notice was ultimately issued to the project director personally, directed to union entry (Transcript, 22 April 2026, including P-1805), and counsel assisting submitted that the evidence supported the contention that Workplace Health and Safety Queensland had been "captured by the CFMEU". The Cairns hearings received evidence of a senior official pressing inspectors to issue the notices the union wanted, of "shopping list" complaints alleging imminent risks with no location identified, and of one incident in which asbestos appears to have been planted to procure a site shutdown (Transcript, 12-13 May 2026). Inspectors described a "delay, delay, delay" attendance strategy adopted for their own welfare (Transcript, 14 May 2026), and a senior industrial relations policy official gave evidence of being threatened at the union's offices (Transcript, 9 June 2026, P-2750). This evidence supports the design principle at [70(c)] and [76]: an independent, purpose-built regulator able to distinguish genuine safety concerns from industrial pressure and to refer statutory issues to the appropriate agency. It also bears on Rosenlund's own experience described at paragraph 15 above.

21. **Fund choice should be protected from industrial pressure.** The Commission heard on 17 June 2026 that enterprise agreements mandated payments to BUSSQ (superannuation), CIPL (income protection), BERT (welfare) and BEWT (training) with, as the Commissioner observed of one clause, no element of member choice, and that the union exercised considerable influence over how BUSSQ invested its funds; as the Commissioner noted, analysis referred to in the Rosenlund case study showed BUSSQ returns running one to two per cent below a comparable fund over the preceding decade (Transcript, 17 June 2026, P-3125 and following). Rosenlund's evidence described the pressure applied on site and by organisers to move workers to BUSSQ (Ryan Statement [89]-[99]). This supports Part 4(b) of the Draft Guidelines, which returns fund contributions above legislated requirements to the employer's and employee's choice.

22. **The procurement lever can support lawful conduct, productivity and freedom of association.** The Commission heard that the Cross River Rail tender assessment attached a 15 per cent non-price weighting to commitment to "best practice principles" (Transcript, 28 April 2026). The State has already shown it can and will condition access to government work on non-price criteria; the proposed code

applies that same lever to lawful conduct, freedom of association and productivity. The Commission has also received evidence of serious threats and intimidation directed at another union's officials on overlapping civil work, including a dashcam-recorded incident at the Centenary Bridge site on 23 February 2024 (Transcript, 29 April 2026; Exhibit CRR-4), which supports the proposed proscription of Workplace Arrangements that undermine union demarcations ([68(j)]).

E. The components of a new code and the Draft Guidelines

23. Rosenlund supports the components identified at [34] and the prohibitions on unproductive work practices listed at [37]. For a civil and demolition contractor whose works are weather-exposed and delivered in fluctuating packages, the ability to make competitive, case-by-case resourcing decisions - free of minimum manning arrangements, restrictions on casual and daily hire, and obligations to consult unions on resourcing - is decisive to both cost and delivery. Rosenlund's experience accords with Mr Hadgkiss's evidence at [44] that resourcing decisions made subject to union influence attract threats and intimidation.

24. Rosenlund particularly supports the proposed express prohibition on Workplace Arrangements that restrict the substitution of RDOs ([68(d)]; Draft Guidelines Part 4(e)(vi)). Demolition and civil works lose whole days to weather and site conditions; inflexible RDO calendars compound that lost time at the taxpayer's expense.

25. **Suggested addition - inclement weather arrangements.** Drawing on the experience described at paragraph 15 above, Rosenlund recommends that Part 4 of the Draft Guidelines be extended to expressly proscribe Workplace Arrangements that mandate blanket, site-wide stand-downs, or automatic full-day payments, on account of inclement weather irrespective of actual conditions, the location of the affected work, or the ability to safely redeploy labour to unaffected work (including work performed in enclosed plant). Any such provision should preserve genuine safety protections and lawful employee entitlements. The Draft Guidelines presently reach inclement weather only as a planning topic within the WRMP requirements (Part 5.1(e)); an express Part 4 proscription would give the issue the same treatment as the analogous RDO restriction, and would ensure weather clauses are applied by reference to actual risk, affected work areas and safe alternative duties, rather than operating as a blanket mechanism for avoidable lost time. Rosenlund notes that evidence before the Commission from a tier one contractor likewise favoured active, case-by-case management of weather and heat over blanket rules (Transcript, 28 April 2026).

26. Rosenlund supports the measures protecting freedom of association discussed at [51]-[56], including the proscriptions on no ticket no start practices, show card days, coerced display and funding of union paraphernalia, and the hiring of non-working shop stewards. The Toombul site was, in Ryan Rosenlund's evidence, "basically plastered" with CFMEU branding upon the imposed delegate's arrival (Ryan Statement [81]). Rosenlund likewise supports the rules preserving the integrity of right of entry laws ([57]-[59]). As the Further Submissions observe at [59], a code prohibition gives contractors a justification for resisting non-compliant entry where fear of industrial consequences would otherwise make facilitation the easier course. That reasoning reflects Rosenlund's experience.

27. Rosenlund supports the WRMP framework ([60]-[63]) and the mechanisms identified at [64], including the application of the code to related entities and the obligation on head contractors to ensure subcontractor compliance. Rosenlund asks only that implementation be proportionate for smaller contractors: the model WRMP contemplated by Part 5.1 of the Draft Guidelines, plain-English guidance, and an accessible education and advisory function within the regulator will be essential for family businesses that do not retain in-house industrial relations resources. Rosenlund also supports the right of review of WRMP assessments noted at [62].
28. Rosenlund supports the establishment of an independent regulator with the educative, investigative, advisory and enforcement functions described at [70]. For small contractors the educative and advisory functions are as important as enforcement. The evidence summarised at paragraph 20 above shows why independence has to be built in from the start. As to the suggestion, put in cross-examination, that previous

regulators focused disproportionately on the CFMEU ([72]-[75]), Rosenlund observes from its own experience that regulatory attention follows non-compliance; the answer to concerns about disproportionate enforcement is transparent criteria, procedural fairness, published outcomes and effective review rights - not the absence of an accessible enforcement body.

F. Additional measures Rosenlund invites the Commission to consider

29. **Protection against reprisals.** The scheme of the Draft Guidelines depends on contractors reporting unlawful conduct and cooperating with the regulator: Part 2.3 requires notification of threatened or actual unlawful industrial conduct within 24 hours, and Part 7 imposes further reporting obligations. Obligations of that kind must be matched by protections for those who comply with them. Rosenlund's experience - restrictions imposed on a director after perceived engagement with a regulator (paragraph 14 above), and expanded disputation in the period after its cooperation with this Commission became public (paragraph 16 above) - illustrates why, and the evidence of intimidation of public officials summarised in Section D makes the same point. Rosenlund recommends that:
    (a) the code and Guidelines prohibit a code-covered party from subjecting a person or entity to adverse action because that person or entity reported suspected non-compliance, cooperated with the regulator, or lawfully assisted a court, tribunal, regulator or commission of inquiry - while preserving the right of every party to bring genuine claims through lawful processes;
    (b) the regulator be expressly empowered to receive, investigate and act on complaints of reprisal, including by referral to the appropriate enforcement agency; and
    (c) reporting channels protect the confidentiality of smaller contractors wherever practicable, recognising that fear of commercial and industrial repercussions is a real deterrent to reporting.

30. Rosenlund notes that the stakeholder consultation summarised at Annexure 3 records credible consequences paired with whistleblower protection as an area of near-common ground among supporters of a code. Rosenlund respectfully agrees, and suggests the Commission treat anti-reprisal protection as a core design feature rather than an implementation detail. Anti-reprisal protection is not a shield against legitimate claims: it ensures that reporting obligations do not become commercially unrealistic for smaller contractors who fear that cooperation with regulators may be followed by expanded disputation, exclusion from future work, or pressure on live projects.

31. **A code that binds all parties on site.** The consultation report records, as one of two points of common ground reached across the industry-union divide, that a code should bind all parties on a project rather than contractors alone. Rosenlund agrees. The definition of "Party" in Part 11 of the Draft Guidelines already extends to unions, their officials, employees and members. Rosenlund recommends that the Guidelines identify procedurally fair consequences for proven non-compliance by every category of Party, including referral to any body with statutory responsibility for entry permits or industrial-law enforcement, so that the code is not experienced by smaller contractors as a one-sided compliance burden.

32. **Accountability of officials and delegates.** Consistent with the previous paragraph, Rosenlund recommends the Commission consider measures under which a person who has been convicted of a serious relevant offence, or who has been found after a fair process to have seriously or repeatedly contravened the code or industrial laws on a code-covered project, may be restricted from acting in a code-covered representative or right-of-entry role, with any entry-permit issue referred to the appropriate tribunal or regulator. Where an employer is asked to employ or accommodate a representative in a safety-critical role, the employer should be entitled to apply its ordinary, lawful recruitment and suitability processes. The evidence summarised at paragraph 19 above shows the concern is not hypothetical. Rosenlund recognises that the internal rules of registered organisations are a matter for those organisations and for legislation; the recommendation is confined to eligibility on projects to

which the code applies, where the Government, as client, is entitled to set standards for every party on site.

33. **Proportionality for small and family contractors.** Rosenlund supports the application thresholds in Part 2.1 of the Draft Guidelines ($2 million general; $10 million and $20 million for WRMP obligations). Compliance costs fall disproportionately on family contractors, and Rosenlund asks that commencement be accompanied by the model WRMP, template contract clauses, and plain-English guidance, and that the regulator's advisory function be resourced from day one so that small contractors can seek guidance before tendering rather than face sanction after the fact. Compliance responses should distinguish deliberate or repeated contraventions from minor or inadvertent administrative errors capable of prompt correction.

34. **No grandfathering of legacy arrangements.** Under the Fair Work Act, an enterprise agreement continues to operate after its nominal expiry date until it is replaced or terminated, and termination without consent is deliberately difficult. Rosenlund's consent-based termination, supported by every covered employee, was nevertheless opposed and took more than four months to complete ([2026] FWCA 475) at significant expense to Rosenlund. If existing Workplace Arrangements are grandfathered, the industry's default will be to let the expiring 2023-2027 pattern agreements continue in operation indefinitely, with full legal effect and untouched by the code. Rosenlund recommends that the Guidelines state expressly that eligibility for code-covered work depends on the compliance of the Workplace Arrangements a tenderer will give effect to, whenever those arrangements were made; that no blanket grandfathering apply; and that a defined transition period be allowed for existing arrangements to be brought into compliance, following the approach of the former Commonwealth Building Code 2016. Nothing in this recommendation disturbs any party's legal rights under an existing agreement. What it conditions is access to government work, which is the code's mechanism for everything else it does.

G. Timing: an interim recommendation is now essential

35. Rosenlund's own circumstances illustrate the timing question. The former Rosenlund Contractors Pty Ltd and CFMEU Union Collective Agreement 2023-2027, under which the Toombul project was performed, has been terminated with effect from 27 February 2026 ([2026] FWCA 475), and Rosenlund's current union collective agreement with the CFMEU is held by RCNT Holdings Pty Ltd. As the Further Submissions note at [13] and Annexure 1, a number of significant union collective agreements approach nominal expiry from mid-2027.

36. The decision in [2026] FWCA 475 also illustrates a second, structural timing problem. Terminating even a small agreement took more than four months from application (21 October 2025) to effect (27 February 2026), because the union's opposition, and the dispute application it commenced after opposing, had first to be addressed; the Commission was required to satisfy itself that it would retain jurisdiction over the dispute before approving the termination ([2026] FWCA 475 at [4]-[7], [11]). Rosenlund makes no criticism of the Commission's process, and accepts that unions are entitled to raise genuine disputes. The structural point is that a lengthy termination or bargaining process ordinarily affords ample opportunity for pressure to be applied on site through conduct of the kind described in Sections C and D - contrived safety issues, weather stoppages, and entry demands. Formal remedies alone do not protect a live project; a code regulator should be able to give timely guidance while underlying industrial processes continue. That oversight should be permanent, which is why a code should be in place before the administration ends and before the mid-2027 bargaining round begins.

37. The timing question has sharpened since the Further Submissions were filed. The Queensland Government has, at the Commissioner's request, extended the Commission's reporting date to 3 December 2027. Rosenlund respectfully supports the extension - the volume of evidence warrants it - but notes its consequence: there is a real risk that the mid-2027 bargaining round will be materially advanced, and in some cases concluded, before the Commission's final report is delivered. If recommendations on a code and regulator are held over to the final report, arrangements of the kind

identified in the evidence risk being embedded in a new generation of agreements before government can act. Grandfathering existing arrangements would compound that risk, by removing the incentive to renegotiate compliant terms at the very point, the mid-2027 round, when that incentive matters most (see paragraph 34). Rosenlund therefore respectfully asks the Commissioner to consider making an interim recommendation on the code and regulator, if the Commissioner considers that course open and appropriate, consistent with Counsel Assisting's submission at [78] that the recommendation be made "as a matter of priority". An interim recommendation would allow government to begin consultation, drafting and transition before the mid-2027 bargaining cycle is materially advanced.

H. Conclusion

38. Rosenlund supports the recommendations sought in the Further Submissions. A well-designed code, administered by a properly resourced, independent regulator, would have made a material difference to the episodes described in Section C and, on the broader evidence in Section D, to contractors, workers and public officials facing the same kinds of pressure; more importantly, it would change the position of every small contractor now weighing whether compliance with the law is worth the consequences of insisting on it.

39. In short, Rosenlund asks the Commission to consider: anti-reprisal and confidential reporting protections; practical and procedurally fair consequences for non-compliance by every party the code covers; an employer's right to assess personnel it is asked to employ, with serious contraventions referred to the appropriate statutory body; proportionate implementation support for smaller contractors; no grandfathering of legacy arrangements, subject to a fair transition period; and an interim recommendation made in time for government to act before the mid-2027 bargaining round is materially advanced.

40. Rosenlund would welcome the opportunity to assist the Commission further, including in any consultation on implementation of the code from the perspective of smaller and family-owned contractors.



Ryan Rosenlund
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