

Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

WITNESS STATEMENT OF DAVID BALMER

I, **DAVID BALMER**, Regional Director (Queensland), say on oath as follows:

Introduction

1. I make this statement in response to a notice issued by Stuart John Wood AM KC, the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.
2. Attached to this statement is a bundle of documents (**Bundle**). I refer to relevant documents by reference to the page number of that Bundle.
3. I have been asked to give evidence about my experiences arising from two roles that I hold: (a) my role as Regional Director (Queensland) for ACCIONA Construction Australia Pty Ltd (**ACCIONA Construction Australia**); and (b) my role as the Chair of the Board of the Queensland Major Contractors' Association (**QMCA**).

Background - ACCIONA Construction Australia

4. ACCIONA is a group of civil infrastructure construction and renewable energy companies that are headquartered in Spain and operate internationally.
5. ACCIONA first entered the Australian market in the early 2000s. Its first infrastructure project in Australia was the Legacy Way project in Brisbane, which commenced construction in 2011.
6. In 2017, ACCIONA acquired a majority stake in the Geotech Group, an Australian civil construction company owned by the Noonan family.
7. In 2020, ACCIONA acquired Lendlease Engineering, which in turn commenced operation as ACCIONA Construction Australia.
8. I am aware that evidence has been given in this Commission of Inquiry in relation to the Toowoomba Second Range Crossing Project. This project was performed by ACCIONA Infrastructure Projects Australia, which is a separate ACCIONA group entity, prior to the acquisition of Lendlease Engineering by the ACCIONA group. I transitioned from Lendlease Engineering to ACCIONA Construction Australia upon the acquisition.
9. In addition to the projects that I deal with in this statement, some of the projects that ACCIONA Construction Australia have worked on include the M80 Ring Road in Melbourne, the Western Harbour Tunnel in Sydney, the Bellwether Wind Farm in Western Australia, the Adelaide Desalination Plant, and the Sydney Light Rail. In the 2025 calendar year, ACCIONA Construction Australia reported a revenue of \$5.4b, with an additional \$7.3b worth of new work secured.

Background - QMCA

10. QMCA is the construction industry peak body representing Queensland's leading construction contracting companies, formed 30 years ago. Andrew Chapman is the current CEO of the QMCA.
11. QMCA's current membership includes the top-performing construction companies in Queensland, which together account for approximately 70-80% of the construction and civil engineering work in the State.
12. The Executive General Members of the QMCA include:
 - (a) ACCIONA Construction Australia;
 - (b) Bielby Holdings;
 - (c) BMD;
 - (d) Civil Mining and Construction (CMC);
 - (e) CPB Contractors;
 - (f) Decmil Group Limited;
 - (g) DT Infrastructure;
 - (h) Fulton Hogan;
 - (i) Georgiou Group;
 - (j) JF Hull;
 - (k) John Holland;
 - (l) Laing O'Rourke;
 - (m) Martinus Rail;
 - (n) McConnell Dowell;
 - (o) Samsung C&T Corporation;
 - (p) Seymour Whyte Constructions;
 - (q) UGL; and
 - (r) Webuild.
13. QMCA also has Ordinary General Members and Associate Members.
14. The Queensland Branch of the Civil Contractors Federation (CCF) is another industry association in Queensland. There is an overlap in some of our members. I am aware that Damian Long (**Mr Long**), the CEO of the CCF, has already given evidence to this Commission. I have attempted, where possible, to avoid repetition with his evidence. For example, I don't give evidence in this statement about the Industry Liaison Groups, which Mr Long has addressed.

Background – My professional experience

15. I am a qualified Civil Engineer, completing my bachelor's degree at the Queensland University of Technology in 1989.
16. My current position is Regional Director (Queensland) for ACCIONA Construction Australia, where I have had oversight of the delivery of major Queensland public infrastructure projects, such as:
 - Bruce Highway Upgrade Steve Irwin Way
 - Rookwood Weir (Fitzroy River)
 - Rockhampton Ring Road Stage 1 & 2
 - Coomera Connector Stage 1 North
 - Hope Island Station
 - Logan and Gold Coast Faster Rail
17. My career in the construction industry has spanned over 35 years, experiencing the lows of the recession in the early 1990's and the highs of the public infrastructure and resource booms that followed. Some of the memorable public infrastructure projects have been:
 - Kingsford Smith Drive Upgrade
 - Horizon Alliance – Darra to Springfield Transport Corridor
 - Eleanor Schonell Bridge
 - Goodwill Bridge
 - Pacific Motorway Upgrade - Package 6
 - Bruce Highway Reconstruction, Proserpine
 - Bruce Highway Reconstruction, Townsville.
18. I have also been actively involved with the QMCA throughout my career, becoming a Board Member in 2021. In 2022, I became the Deputy Chairman and progressed into my current role as Chairman in 2024.
19. A copy of CV detailing my career highlights is at **Annexure DB-1, pages 2 to 4** of the Bundle.

The evolution of QPP, BPP and BPIC

20. In 2018, the "Best Practice Principles" (**BPP**) were introduced by the Queensland Government by adding them to the Queensland Procurement Policy (**QPP**).
21. In November 2019, the QMCA gave written feedback to the Department of Housing and Public Works (**DHPW**) in relation to the implementation of the BPP.
22. A copy of QMCA's letter to DHPW regarding the implementation of the BPP dated 12 November 2019 is at **Annexure DB-2, pages 5 to 6** of the Bundle.
23. In 2019, DHPW had also proposed introducing a suite of minimum employment conditions into the BPP (**Minimum Conditions**).
24. In November 2019, the QMCA also gave written feedback to DHPW about the proposed Minimum Conditions.
25. A copy of QMCA's letter to DHPW regarding the proposed Minimum Conditions dated 12 November 2019 is at **Annexure DB-3, pages 7 to 13** of the Bundle.

26. Sometime in 2020, the Minimum Conditions morphed into the Best Practice Industry Conditions (**BPIC**). This policy was first introduced by the Department of Energy and Public Works (previously DHPW) for construction projects with a project value of more than \$100m that were procured by that department. Mr Long has already given evidence about the development of BPIC in that department.
27. The BPIC's presented in the form of an unsigned enterprise agreement that had been developed without reference to industry consultation. The first time I saw the BPIC was when I received the Best Practice Industry Conditions for Transport Civil Construction Projects (**Transport BPIC**), which was dated December 2020 and labelled as a Department of Transport and Main Roads (**DTMR**) document.
28. The Transport BPIC sat within the QPP under the Industrial Relations limb of the BPP.
29. A copy of an infographic showing the relationships between various government procurement mandates in effect at the time is at **Annexure DB-4, page 14** of the Bundle
30. This statement deals predominantly with the Transport BPIC in its various iterations and adaptations, and my experience with the implementation of that policy.

The Bruce Highway 1 Project (Steve Irwin Way) – An overview

31. From 2020 to 2024, DTMR procured the construction of the Bruce Highway Upgrade from Caboolture-Bribie Island Road to Steve Irwin Way (Exit 163), which involved widening 11km of highway from 4 to 6 lanes, and also included upgrading creek crossings to improve flood immunity.
32. The project was constructed in two sections using two separate construction contracts.
33. Contract 1 delivered the section from Caboolture-Bribie Island Road to Pumicestone Road (**Bruce Highway 1 Project**). This was awarded to ACCIONA Construction Australia in September 2020, with works beginning in November 2020.
34. Contract 2 delivered the section from Pumicestone Road to Steve Irwin Way (Exit 163). This was awarded to Fulton Hogan in March 2021, with construction starting in June 2021.
35. Construction of Contract 1 was completed in August 2023.
36. Construction of Contract 2 was completed in April 2024.
37. The tender process for the Bruce Highway 1 Project, which led to the award of the contract to ACCIONA Construction Australia in September 2020, took place before BPIC was introduced as Government Policy on transport infrastructure projects. I would assess the procurement process for the Bruce Highway 1 Project as having been conducted consistently with what had been the traditional approach to procurement by DTMR over my many years of experience in the construction industry in Queensland, including the established and known pre-qualification process.
38. Principally, that approach was characterised by a lack of involvement or intervention by DTMR in the management of industrial relations settings by the contractor. In

other words, it was settled practice in transport projects in Queensland that contractors would be left to enter into whatever enterprise agreements with their employees (or their unions) that they regarded as necessary and appropriate to deliver the project.

39. This was the case with the Bruce Highway 1 Project, which I believe was the last pre-BPIC infrastructure contract (with a value worth more than \$100m) procured by DTMR and noting this project was successful in delivering many of the BPP objectives.

The Coomera Connector Project – An overview

40. In September 2020, the Queensland Government announced \$755m in funding to build Stage 1 of the Coomera Connector (otherwise known as the "Second M1"), with this to be matched by the Federal Government (\$1.5b combined)
41. A copy of the Queensland Government media release is at **Annexure DB-5, pages 15 to 16** of the Bundle.
42. The Coomera Connector is a 45km north-south transport corridor between Logan and Nerang, east of the Pacific Motorway (M1) and the heavy train line.
43. Stage 1 of the Coomera Connector is a 16 km road between Nerang and Coomera on the Gold Coast. Stage 1 is being delivered in three separate construction packages:
- (a) North – a 4km stretch from Shipper Drive (in Coomera) to Helensvale Road (in Helensvale) (**CC North**);
 - (b) Central – an 8km section from Helensvale Road (in Helensvale) to the Smith Street Motorway (in Molendinar) (**CC Central**); and
 - (c) South – a 4km section from Smith Street Motorway to Nerang-Broadbeach Road (**CC South**).
44. The CC North is now complete, albeit additional scope from Shipper Drive to Foxwell Road was included as a variation. It was completed by a joint venture involving ACCIONA Construction Australia (60%) and Georgiou Group (40%) (**AGJV**). CC North was the first package of Stage 1 that was delivered. It commenced with south-facing ramps and interim tie-in works at Shipper Drive in Coomera, it included bridges over Coomera River, Saltwater Creek and Helensvale Road, and it concluded with north-facing ramps and interim tie-in works to Helensvale Road, Helensvale.
45. A booklet of maps of CC North, published by the Queensland Government, is at **Annexure DB-6, pages 17 to 21** of the Bundle
46. The scope of work for CC North included the design and construction of:
- (a) a 4-lane, dual carriageway, median-divided arterial road between Chainage 29600 and Chainage 32900 with future widening to 6 lanes into the median, including ramp connections to Shipper Drive and Helensvale Road;

- (b) a 6-lane, dual carriageway, median-divided bridges, including a grade-separated shared path facility;
 - (c) upgrades to Helensvale Rd and Shipper Drive;
 - (d) adjustments and connections to City of Gold Coast and DTMR-controlled roads;
 - (e) facilities for pedestrians, cyclists, persons with a disability, and other vulnerable road users; and
 - (f) modifications and adjustments to existing infrastructure, including service infrastructure within the Queensland Rail Corridor, to maintain access and function of the rail.
47. CC Central is being delivered by a joint venture consisting of Fulton Hogan, JF Hull Holdings, and McIlwain Joint Venture. Construction is still underway.
48. CC South is being delivered by Seymour Whyte. Construction is still underway.

Rockhampton Ring Road Project – An overview

49. The Rockhampton Ring Road is a major highway bypass project being built around the western side of Rockhampton in Central Queensland, jointly funded by the State and Commonwealth Governments (**RRR Project**). It's designed to take pressure off the existing Bruce Highway route that currently runs through the city and is a bottleneck, with 19 sets of traffic lights and significant traffic volumes, including an average of more than 3,000 heavy vehicles per day.
50. The RRR Project involves 17.4km of new roadway, including a 14.7km western link of the Bruce Highway. It extends from the Capricorn Highway (at Nelson Street) in the south to the Bruce Highway and Rockhampton–Yeppoon Road intersection in the north. A key feature of the project is the construction of a 435m long bridge over the Fitzroy River, connecting Pink Lily to Parkhurst, along with additional access points to the city of Rockhampton, as well as 8 road overpasses and 7 water crossings.
51. As at 30 January 2024, the State and Commonwealth Governments had committed \$1.73b in funding for the RRR Project.
52. A map of the RRR Project is at **Annexure DB-7, page 22** of the Bundle.
53. The RRR Project has been divided into two separate parts: a north package (**RRR North Project**) and a south package (**RRR South Project**).
54. Construction of the RRR North and RRR South Projects is still underway.

Logan and Gold Coast Faster Rail Project – An overview

55. The Logan and Gold Coast Faster Rail is a major rail construction project being delivered by the Queensland Government. The project involves the doubling of the rail tracks and the upgrade of stations for a 20-kilometre section of the Beenleigh and Gold Coast line between the suburbs of Kuraby and Beenleigh.

56. As at June 2026, the Federal and State governments had invested a combined \$5.75 billion to the delivery of the Logan and Gold Coast Faster Rail project. The project is being delivered concurrently as three separate construction packages, namely:
- (a) The Loganlea Station Relocation Project (**LSR Project**);
 - (b) The Kuraby Open Level Crossing Removal Project (**OLCR Project**); and
 - (c) The Logan and Gold Coast Faster Rail – Rail Package (**LGC Rail Project**).
57. On 22 March 2024, it was announced that the ActivUs Consortium (**ActivUs**), an Alliance between several major contractors, including ACCIONA Construction Australia, had been shortlisted for the LGC Rail Project.
58. A Queensland Government media statement announcing the shortlisted tenderers is at **Annexure DB-8, pages 23 to 25** of the Bundle
59. On 17 June 2025, it was announced that ActivUs had been selected to deliver the LGC Rail Project and had entered a Design and Pre-Construction Contract with DTMR.
60. A Queensland Government media statement referencing ActivUs' award is at **Annexure DB-9, page 26** of the Bundle
61. As of the date of preparing this statement, the LGC Rail Project is in its early design and construction phase.

A chronological account of relevant events from January 2021 onwards

62. For the remainder of this statement, I deal with some relevant events in chronological order. Each event needs to be understood in its full context, and many of the events have relevance to the other events occurring at around the same time.
63. In January 2021, the QMCA received correspondence from Minister Mick de Brenni (**Minister de Brenni**) that confirmed the Queensland Government's decision to apply BPIC to major projects, including transport infrastructure projects.
64. A copy of the letter from Minister de Brenni is at **Annexure DB-11, pages 27 to 28** of the Bundle.
65. From the beginning, the views of the QMCA membership about Transport BPIC included the following:
- (a) Much of how BPIC was intended to work remained unclear. Whilst BPIC was described as "non-mandatory", contractors that tendered for projects were to be evaluated by reference to their "best endeavours" in relation to meeting the intent of BPIC.
 - (b) There were concerns as to how the implementation of BPIC would interact with the obligations under the Federal Code for the Tendering and Performance of Building Work 2016 (**2016 Building Code**), including prohibitions on mandating above entitlement payments and freedom of association.

- (c) The term “best endeavours” is open to subjective interpretation and was viewed as necessarily vague so as not to potentially be in breach of the 2016 Building Code.
 - (d) The existence of numerous adaptations and iterations of the BPIC document across different procuring agencies led to industry confusion as to what conditions were applicable.
 - (e) How BPIC intersected with existing agreements was not explained, and it had the potential to create uncertainty and disruption on sites.
 - (f) If adopted unamended, several clauses of the BPIC document could likely lead to an erosion of enterprise control and productivity losses during the delivery of projects.
 - (g) BPIC would lead to material project cost increases, including through higher labour rates and the misalignment of well-established occupations/classifications into higher CW classification rates.
 - (h) A number of likely unintended consequences of the policy were identified, including impacts on small and medium enterprises, both internal and external to the infrastructure market.
 - (i) It was unclear what necessitated the need for the BPIC policy to be conceived or what concerns the policy sought to address in the industry.
 - (j) The BPIC was seen as a government mechanism to expand the industrial remit of the Construction Forestry Mining and Energy Union (**CFMEU**) and, more broadly, the Building Trades Group (**BTG**), which consisted of the CFMEU, Electrical Trades Union (**ETU**), Australian Manufacturing Workers’ Union (**AMWU**), and the Plumbing and Pipe Trades Employees Union (**PPTEU**), into the civil infrastructure sector.
66. It wasn’t just the QMCA that had concerns about BPIC. Other organisations had similar concerns. On 25 January 2021, the QMCA and a number of other industry organisations joined together in a letter sent to Minister for Transport and Main Roads, Mark Bailey (**Minister Bailey**), that outlined our shared major concerns in relation to the proposed Transport BPIC.
67. A copy of the joint letter to Minister Bailey is at **Annexure DB-12, pages 29 to 36** of the Bundle.
68. By January 2021, ACCIONA Construction Australia was well advanced in negotiations with the Australian Workers’ Union (**AWU**) with regard to a greenfields enterprise agreement that would apply to all civil construction works in Queensland for which there was no project-specific agreement in place (**AWU EBA**). The AWU was the union that had majority industry coverage for the sectors in which ACCIONA Construction Australia operates within Queensland, being a prerequisite for a greenfields enterprise agreement.
69. Ultimately, the AWU EBA was approved by the Fair Work Commission on 26 February 2021. This industrial instrument was utilised in the successful delivery of a number of projects, including the Steve Irwin Way project.
70. A copy of the AWU EBA is at **Annexure DB-13, pages 37 to 60** of the Bundle.

71. ACCIONA Construction Australia received a Determination of Compliance from the Australian Building and Construction Commission (**ABCC**) on 15 April 2021, certifying that the AWU EBA was compliant with the 2016 Building Code in effect at the time.
72. A copy of the Determination of Compliance is at **Annexure DB-14, page 61DB-** of the Bundle.
73. On 1 February 2021, the QMCA was provided with information that related to proposed amendments to Queensland's Ethical Supplier Mandate Policy.
74. A copy of this information is at **Annexure DB-15, pages 62 to 159** of the Bundle.
75. On 15 February 2021, the QMCA wrote to Minister de Brenni expressing our members' concerns in relation to the proposed changes to the Ethical Supplier Mandate.
76. A copy of the letter to Minister de Brenni is at **Annexure DB-16, pages 160 to 176** of the Bundle.
77. By around this time, three distinct issues within the industrial relations environment in Queensland were of significant concern to the membership of the QMCA:
 - (a) **The introduction of BPIC.** Some of the problems with BPIC were set out above. Despite the QMCA's best efforts at engaging in consultation, the State Government was proceeding with widespread implementation of BPIC, seemingly without any regard to industry's perspective and concerns. A clear and simple explanation of why this policy was needed has never been provided.
 - (b) **The relationship between Workplace Health and Safety Queensland (WHSQ) and the CFMEU.** There was ongoing speculation that the relationship between WHSQ and the CFMEU was inappropriate. Consequently, the industry did not view WHSQ as an independent regulator.

The issue was increasing in significance with the proposed introduction of the Best Practice Principles Mandate and Demerit Point System.

Anecdotally, there was evidence to suggest several contractors had experienced behaviours that would indicate the relationship was unhealthy and, at times, had the appearance that their independence had been corrupted.
 - (c) **CFMEU encroachment into civil infrastructure.** Most QMCA members were experiencing increased militant and violent behaviour through targeted campaigns from the CFMEU. Consequences included a rise in psychosocial injuries, with WHSQ offering little assistance to curtail the behaviours, and an effective turf encroachment from the CFMEU on the AWU, which played out on QMCA member sites.
78. By May 2021, my understanding was that the State Government, via DTMR, was seeking to retrofit BPIC's application to the Gold Coast Light Rail Project. It was the industry's opinion that this would add significant construction costs and time delays to the Gold Coast Light Rail Project and impact the industry more broadly.

79. A newspaper article to this effect is at **Annexure DB-17, pages 177 to 180** of the Bundle.
80. This development in relation to the Gold Coast Light Rail Project was consistent with what appeared to be a broader push to have BPIC apply to all transport projects in Queensland with a total project value exceeding \$100m.
81. Indeed, on 26 May 2021, ACCIONA Construction Australia received a Request for Information (**RFI**) from the State of Queensland in relation to CC North that confirmed a framework was being developed to incorporate BPIC into the CC North Project.
82. A copy of the RFI is at **Annexure DB-18, page 181** of the Bundle.
83. Accompanying the RFI was a copy of the Transport BPIC.
84. A copy of the Transport BPIC is at **Annexure DB-19, pages 182 to 255** of the Bundle.
85. On receipt of the Transport BPIC, I noticed things including:
- the appended classification tables, which captured positions that I had not seen before in civil construction enterprise agreements, such as roof plumbers and sprinkler fitters.
 - A table of rates of pay was included with no transparency as to how those rates were compiled and under whose authority they were agreed. This did not align with the government position that this was a non-mandatory guidance document, but rather an unsigned enterprise agreement with pre-agreed rates of pay.
 - the reference to industry funds that, again, had not been common in civil construction enterprise agreements before. These uncommon funds included JetCo, Building Employers Welfare Trust (BEWT), Construction Income Protection Fund (CIP), and Building Employees Redundancy Trust (BERT).
 - a range of terms and conditions that were not typical or relevant for civil construction enterprise agreements.
86. After receiving the Transport BPIC, we then received a copy of a proposed BPIC *Plus* document (**BPIC Plus**), which was described as applying to transport projects with a total project value exceeding \$300m (which captured the CC North Project).
87. A copy of the proposed BPIC Plus is at **Annexure DB-20, pages 256 to 335** of the Bundle.
88. DTMR had also provided BPIC Plus to QMCA (and its members) for the purpose of receiving feedback. On 23 June 2021, the CEO of the QMCA sent a letter back to DTMR that recorded feedback from QMCA members about BPIC Plus.
89. A copy of this letter is at **Annexure DB-21, pages 336 to 341** of the Bundle.
90. At this point, it is convenient to address where things were in relation to the CC North Project. In January 2021, AGJV submitted a proposal in response to DTMR's Request for Proposal. In March 2021, DTMR had accepted AGJV's

Proposal to enter into a “Stage One Contract”, otherwise known as an Early Contractor Involvement Contract (**ECI Contract**). DTMR had also accepted the proposal submitted by a rival joint venture comprising Fulton Hogan, Albem and McIlwain (**FHAMJV**). This meant both joint ventures were competing to execute the ECI Contract, under which the ECI Contractor would provide certain early services but also submit a “Stage Two Offer” for construction of the CC North Project.

91. In July 2021, AGJV were provided with an updated ECI Contract for our consideration. It is not necessary to annex all of the documentation to this statement, as much of it consists of standard provisions. However, I do annex Schedule 1 to the ECI Contract, which contains the evaluation criteria for any Stage Two Offer.
92. A copy of Schedule 1 to the proposed ECI Contract is at **Annexure DB-22, pages 342 to 345** of the Bundle.
93. AGJV subsequently provided its BPIC response to DTMR as part of its non-price Stage Two Offer Evaluation Criteria.
94. A copy of AGJV’s BPIC Response is at **Annexure DB-23, pages 346 to 400** of the Bundle.
95. On 14 July 2021, the QMCA sent a letter to the House of Representatives Standing Committee on Infrastructure, Transport and Cities, which was conducting an inquiry into procurement practices for government-funded infrastructure.
96. A copy of the letter is at **Annexure DB-24, pages 401 to 407** of the Bundle.
97. On 15 July 2021, the QMCA was provided with an email that DTMR had sent to contractors who had expressed interest in the Centenary Bridge Project, which related to the application of BPIC to that project.
98. A copy of the email is at **Annexure DB-25, pages 408 to 409** of the Bundle.
99. As part of the QMCA’s campaign in relation to the Transport BPIC, the QMCA, with input from its members, provided its own working draft of the Transport BPIC for consideration by the State Government. The QMCA’s reworked Transport BPIC was developed to better align with the non-mandatory nature of the Transport BPIC, as opposed to the prescriptive, unsigned enterprise agreement.
100. A copy of a letter and email dated 10 August 2021 to DTMR explaining the QMCA’s redraft of the Transport BPIC and a comparison version showing the changes that the QMCA had made to the Transport BPIC are at **Annexure DB-26, pages 410 to 499** of the Bundle.
101. Due to concerns primarily relating to the Transport BPIC’s application on the Centenary Bridge Project and the associated protocols, such as the three-envelope assessment process, ACCIONA Construction Australia elected not to pursue that project. At that point in time, it was envisaged that the Centenary Bridge Project would be the first project to be delivered under the Transport BPIC. However, due to various delays relating to the Centenary Bridge project, the CC North Project ultimately commenced delivery first.

102. On 18 August 2021, DTMR released an online video industry briefing for Gold Coast Light Rail Stage 3, presented by Deanne Hawkswood (**Ms Hawkswood**), a General Manager within DTMR.
103. A copy of the transcript of the online video industry briefing is at **Annexure DB-27, pages 500 to 510** of the Bundle. The video is available to view at [Gold Coast Light Rail Stage 3 – Industry Briefing for sub-contractors and suppliers](#).
104. On 12 October 2021, I attended the kick-off meeting for the CC North Project with representatives of DTMR. Whilst AGJV were the preferred delivery partner, the rival tenderer, FHAMJV, had not been advised of their unsuccessful bid and remained a live alternative delivery option.
105. A copy of the agenda for the kick-off meeting is at **Annexure DB-28, pages 511 to 512** of the Bundle.
106. Post Tender Correspondence (PTC-036 BPIC Addendum) between AGJV and DTMR associated with the Transport BPIC is at **Annexure DB-29, pages 513 to 516** of the Bundle. This captures the initial cost increase driven by the BPIC addendum, which was notified to AGJV on 8 September 2021. That addendum, issued by DTMR and being interpreted by AGJV as being mandatory, added significant changes to wage rates, allowances and other monetary entitlements for the project. AGJV's response was that the addendum changes would add \$14,355,000 in cost to the project. It is important to note that this was not the entire cost-effect of the Transport BPIC policy, but merely the impact of the changes imposed by the addendum on 8 September 2021 on AGJV's direct workforce. Furthermore, commercial terms finally agreed included a mechanism (Schedule 10 – Change Events of the CPA) that entitled AGJV to adjust the contract value for the life of the project according to the impact of BPIC price increases.
107. After becoming the preferred delivery partner, AGJV were contemplating our industrial relations strategy in relation to CC North.
108. At the time, and from my perspective, the relevant Queensland industrial relations landscape was as follows:
- (a) Greenfield enterprise agreements in the civil construction industry in Queensland were typically with the AWU, as it was the only union that could represent a majority of workers on civil construction projects.
 - (b) Historically, the CFMEU had limited exposure or involvement in greenfield enterprise agreements with civil-only contractors, which compete in the transport infrastructure sector in Queensland.
 - (c) ACCIONA Construction Australia had an existing, constructive, and respectful working relationship with the Queensland branch of the AWU, as demonstrated through our AWU EBA
 - (d) In the absence of a new EBA, the CC North Project would be covered by the AWU EBA, which was an agreement that delivered flexibility, productivity, and market-leading conditions at the time.
 - (e) DTMR had announced that BPIC would apply to its projects with a total value of \$100m or more, with higher conditions for projects with a total

value of \$300m or more. BPIC included a range of problematic features, which included the following conditions:

- (i) Rates of pay and allowances in excess of AGJV's tender assumptions on CC North and well in excess of prevailing market rates in civil construction.
 - (ii) 26 days of fixed RDOs that were not included in AGJV's program assumptions.
 - (iii) A pass-through of rates, allowances and other conditions to sub-contractors, which legal advice suggested was a contravention of the 2016 Building Code and may have the effect of limiting market participation.
- (f) AGJV had been informed by DTMR that it needed to engage with all interested unions, including the CFMEU, in the making of an enterprise agreement that covered the CC North Project.
- (g) Accordingly, compliance with BPIC appeared to require having an enterprise agreement with all interested union parties, including the CFMEU.
- (h) The CFMEU's demands were likely to include the following:
- (i) A requirement to consult extensively with the union on operational issues, including subcontractor selection.
 - (ii) Any project agreement would be subject to the maximum wage outcomes of the Transport BPIC.
 - (iii) The contractor would need to employ delegates selected by the CFMEU.
 - (iv) Subcontractors wishing to win work would likely be pushed into doing CFMEU enterprise agreements that covered all of their Queensland operations, not limited only to the CC North Project. This, in turn, was likely to restrict the available subcontractor market, noting that many subcontractors did not want CFMEU agreements and the corresponding conditions that came with them to apply to their broader operations.
109. In relation to DTMR's expectation that AGJV involve the interested union parties in any enterprise agreement that covered the CC North Project, this took place in a phone call that Glenn McIlroy (**Mr McIlroy**), who was ACCIONA Construction Australia's Executive Regional Manager at the time, received on 5 October 2021. Mr McIlroy was told by DTMR's Deputy Director General, Amanda Yeates (**Ms Yeates**), that the competing FHAMJV was being more responsive than AGJV. When this was communicated to me, the insinuation was that if AGJV did not play ball with the CFMEU, it might prejudice the successful award of the CC North Project.
110. A copy of a note I made following my discussion with Mr McIlroy, recording his recollection of the phone call from Ms Yeates, is at **Annexure DB-30, page 517** of the Bundle.

111. On 27 October 2021, I received an email from Ms Hawkswood, providing DTMR's response to AGJV's Post Tender Correspondence that related to BPIC.
112. A copy of the email and accompanying attachments is at **Annexure DB-31, pages 518 to 545** of the Bundle.
113. On 28 October 2021, a briefing note was developed by ACCIONA Construction Australia representatives that recommended pursuing a project-specific enterprise agreement with the AWU for CC North.
114. A copy of the briefing note is at **Annexure DB-32, pages 546 to 556** of the Bundle.
115. On 5 November 2021, AGJV provided its comments on DTMR's response to AGJV's Post Tender Correspondence that related to BPIC.
116. A copy of AGJV's comments is at **Annexure DB-33, pages 557 to 582** of the Bundle.
117. In November 2021, the Queensland Government announced that AGJV had been awarded the contract to undertake enabling works and to finalise the design for the CC North Project. This took the form of an early works agreement, which would remain in place until the Environmental Protection and Biodiversity Conservation Act (EPBC) approval had been obtained, allowing the full Collaborative Project Agreement (CPA) to be executed.
118. A copy of the Queensland Government media release is at **Annexure DB-34, pages 583 to 584** of the Bundle.
119. On 5 November 2021, noting the form of contract was a CPA where all parties had time and cost risk, AGJV sent DTMR a copy of a proposed CC North enterprise agreement seeking DTMR's confirmation that the agreement met the intent of the Transport BPIC. The purpose of seeking DTMR's feedback (requested to be kept commercially confidential) prior to engaging with the interested unions was to ensure alignment with DTMR on what constituted compliance with the BPIC.
120. A copy of the PTC 46 responses that contained the proposed CC North enterprise agreement issued to DTMR is at **Annexure DB-35, pages 585 to 652** of the bundle.
121. AGJV sought DTMR's early endorsement to ensure that there was no legitimate reason for us not to be awarded the contract associated with a failure to meet the intent of the BPIC policy.
122. On 10 December 2021, myself and other industry participants attended a Government-arranged briefing session on the BPP, including the implementation of the BPIC policy. During the presentation given by Sharon Bailey (**Ms Bailey**) from DEPW and Ms Hawkswood from DTMR, industry representatives asked for an explanation for the reason for the introduction of the BPIC policy. The only reason provided by Ms Bailey was "wage theft."
123. A copy of the presentation delivered at this session is at **Annexure DB-36, pages 653 to 663** of the Bundle.
124. On 21 December 2021, I participated in the first Project Leadership Team meeting for the CC North Project.

125. A copy of the agenda, meeting pack, and minutes for the meeting are at **Annexure DB-37, pages 664 to 685** of the Bundle.
126. Also on 21 December 2021, I received an email from Malcolm Tilgner at DTMR, forwarding to me a separate email from Dean Misso (**Mr Misso**) (also from DTMR), offering to meet to discuss “some challenges that they will need to work through” in relation to our proposed enterprise agreement. Mr Misso also referred to the upcoming Kangaroo Point Bridge decision.
127. A copy of the email is at **Annexure DB-38, pages 686 to 687** of the Bundle.
128. On 13 January 2022, I participated in a discussion with representatives of DTMR about how industrial harmony could be achieved on the CC North Project.
129. Following that discussion, I prepared a plan/program of tasks and sent it by email to those who had participated in the meeting.
130. A copy of my email and accompanying plan/program of tasks is at **Annexure DB-39, pages 688 to 689** of the Bundle.
131. On 20 January 2022, I received an email in response from Mr Misso, who suggested that a meeting between AGJV, DTMR and relevant stakeholders take place on 9 February 2022 (**9 February 2022 Meeting**) to be chaired by the Deputy Director General of DTMR, Amanda Yeates (**Ms Yeates**).
132. A copy of Mr Misso’s email is at **Annexure DB-40, pages 690 to 691** of the Bundle.
133. On 30 January 2022, I received an email from Ryan Murphy (**Mr Murphy**), an IR Manager engaged by AGJV, who reported on a meeting that had been held with the AWU. Mr Murphy also attached to his email a presentation that mapped out likely scenarios in relation to the enterprise agreement negotiations that were about to follow.
134. A copy of Mr Murphy’s email and presentation is at **Annexure DB-41, pages 692 to 700** of the Bundle.
135. On 1 February 2022, the Fair Work Commission handed down its decision in [2022] FWCA 267 (**Kangaroo Point Bridge Decision**), which granted an application for approval of the *Besix Watpac and CFMEU Minor Civil Construction Union Collective Agreement 2021-2025* (**Watpac EBA**).
136. A copy of the decision is at **Annexure DB-42, pages 701 to 715** of the Bundle.
137. As the decision shows, the Watpac EBA was a greenfields agreement that related to the Kangaroo Point Green Bridge. The Watpac EBA had broad coverage provisions. However, the evidence was that the work to be performed by employees of Watpac on the project, and under the Watpac EBA generally, would be confined to work performed by crane-related employees, including those who may be dual ticketed. The AWU unsuccessfully objected to approval being given to the Watpac EBA. Despite the particular evidence given, the decision suggested that the CFMEU had managed to secure a narrow workforce civil construction enterprise agreement, over the objection of the AWU.
138. Notwithstanding the supposed confinement of employment to predominantly CFMEU-covered occupations, this was the first time I had seen the CFMEU

successful in securing a greenfields enterprise agreement for a civil infrastructure project without the AWU.

139. On 2 February 2022, I received some thoughts from Mr Murphy, who wanted to ensure we were all on the same page heading into the meeting scheduled for 9 February 2022.
140. A copy of Mr Murphy's email is at **Annexure DB-43, page 716** of the Bundle
141. On 3 February 2022, we met with DTMR for the purpose of preparing for the 9 February 2022 Meeting
142. On 8 February 2022, in preparation for the 9 February 2022 Meeting, I received some further thoughts from Mr Murphy, who suggested the approach to be taken in that meeting.
143. A copy of Mr Murphy's email is at **Annexure DB-44, page 717** of the Bundle.
144. On 9 February 2022, I provided my own "thought bubbles" in response to Mr Murphy in relation to the CC North Project.
145. A copy of my email to Mr Murphy containing my "thought bubbles" is contained within the thread of his reply in Annexure 36.
146. For the purposes of the 9 February 2022 Meeting, AGJV also prepared a PowerPoint presentation to help guide the discussion, which was provided by Mr Murphy in his email reply.
147. A copy of the email, including the presentation and my "thought bubbles," is at **Annexure DB-45, pages 718 to 726** of the Bundle.
148. I attended the 9 February 2022 Meeting, along with other representatives from AGJV, representatives of DTMR, and representatives of the CFMEU, AMWU, ETU, and PPTU (collectively known as the BTG).
149. In relation to the 9 February 2022 Meeting:
 - (a) In over 30 years of negotiating industrial relations matters, I have never been asked to attend a meeting called by a senior executive of a government department client, in which representatives of a union were also present.
 - (b) It was not made clear why various attendees were at the meeting, including five DTMR officers, Mr Scott Gartrell from KPMG, and Ms Melinda Pugh from Crown Law, and what the purpose of their invitation.
150. On 10 February 2022, draft minutes of the meeting of 9 February 2022 were issued by Ms Hawkswood to the AGJV seeking review and edit.
151. A copy of Ms Hawkswood's email and the draft minutes attached are at **Annexure DB-46, pages 727 to 731** of the Bundle.
152. On 14 February 2022, I responded to Ms Hawkswood with our suggested edits and also provided some feedback on the structure of the meeting, flagging "the likely future significance of this meeting".

153. A copy of my email and the edited minutes with tracked changes are at **Annexure DB-47, pages 732 to 739** of the Bundle.
154. On 17 February 2022, Minutes for the 9 February 2022 Meeting were distributed by Adriana M Devlin on behalf of Ms Yeates to those who had been invited to the meeting.
155. A copy of Ms Yeates' email and the minutes attached to her email are at **Annexure DB-48, pages 740 to 744** of the Bundle.
156. On 2 March 2022, Mark Raguse (**Mr Raguse**) from the AWU responded with clarification from the AWU that they were not to be marked as an apology for the meeting because the AWU do not participate in such meetings. It is my understanding that Mr Raguse's email was in relation to the AWU's position that it did not legitimise the Government's attempt to insert the CFMEU into the civil construction industry.
157. A copy of an email from the AWU recording this position is at **Annexure DB-49, pages 745 to 746** of the Bundle
158. On 10 March 2022, the minutes were amended following the clarification from the AWU.
159. A copy of the email containing the amended minutes issued by Adriana M Devlin on behalf of Ms Yeates is at **Annexure DB-50, pages 747 to 752** of the Bundle.
160. On 11 February 2022, and as had been flagged in the 9 February 2022 Meeting, I distributed a copy of a proposed EBA for the CC North Project (**CC North EBA**) to all of the interested unions.
161. A copy of the email distributing the proposed CC North EBA is at **Annexure DB-51, page 753** of the Bundle.
162. On 25 February 2022, I received a PowerPoint presentation from Mr Murphy that outlined our current position and some options in relation to the industrial relations situation, as things then stood.
163. A copy of Mr Murphy's presentation is at **Annexure DB-52, pages 754 to 760** of the Bundle.
164. On 1 March 2022, there was a news article about BPIC, which reported the following: "industry sources say they are being pressured to agree to union enterprise demands or risk missing future government contracts."
165. A copy of the news article is at **Annexure DB-53, page 761** of the Bundle.
166. This news article was consistent with what I was hearing from industry. Further, by this stage, industry was aware that the CFMEU (but not the AWU) had signed an enterprise agreement with John Holland on the Gold Coast Light Rail Project (Stage 3).
167. On 2 March 2022, I received an email from Mr Murphy seeking further alignment and understanding about how AGJV would implement DTMR's three-envelope system that would be applied to the procurement of subcontractors.

168. A copy of Mr Murphy's email and the accompanying attachment is at **Annexure DB-54, pages 762 to 766** of the Bundle.
169. On 3 March 2022, I was informed by Mr Murphy that the Fair Work Commission had published on its website a copy of the *John Holland Queensland Pty Ltd and CFMEU Union Collective Agreement 2020–2022 (GCLR EBA)*, for which approval was being sought.
170. A copy of Mr Murphy's email is at **Annexure DB-55, page 767** of the Bundle.
171. The GCLR EBA purported to cover employees of John Holland on the Gold Coast Light Rail Project (Stage 3), in addition to the AMWU, the CEPU, and the CFMEU.
172. This was now the second instance in a matter of weeks with the CFMEU securing a civil construction enterprise agreement in Queensland. The AWU lodged a successful objection to the approval of the GCLR EBA.
173. While this was occurring, AGJV were conducting parallel yet separate negotiations for the CC North EBA with the AWU and the BTG.
174. On 8 March 2022, I received an email from Mr Murphy informing me that he had participated in a lengthy session with the AWU that had included the AWU suggesting some worthwhile changes to the CC North EBA that he believed should be incorporated into the agreement.
175. A copy of Mr Murphy's email is at **Annexure DB-56, page 768** of the Bundle.
176. On 8 March 2022, I received a draft presentation dated 9 March 2022 from Mr Murphy that sought to inform AGJV of where things were with the CC North EBA and to set out some potential decision points and relevant considerations.
177. A copy of Mr Murphy's presentation is at **Annexure DB-57, pages 769 to 782** of the Bundle.
178. On 17 March 2022, I was copied on an exchange of correspondence between Mr Murphy and Mr Ingham in relation to trying to organise a meeting with the unions to discuss the CC North EBA.
179. A copy of the email exchange is at **Annexure DB-58, pages 783 to 784** of the Bundle.
180. On 21 March 2022, I attended a meeting with the BTG where we discussed the CC North EBA. On 23 March 2022, I was copied on an email that Mr Murphy sent to DTMR that gave a report about what had happened in that meeting.
181. A copy of the email is at **Annexure DB-59, page 785** of the Bundle.
182. Notwithstanding the behaviours and frustrations experienced in attempting to negotiate with the BTG, AGJV ensured that we continued to bargain in good faith.
183. It was becoming apparent that the BTG had a materially different understanding and interpretation of BPIC's implementation from what had been portrayed to the market. The consistent position of the BTG throughout these meetings was that the only way to meet the BPIC policy intent was to execute the Transport BPIC as provided. This conflicted with the advice that had already been given to AGJV by

DTMR that our draft CC North enterprise agreement met the intent of the BPIC policy.

184. Also on 23 March 2022, I received a graphical analysis from Alanna Herbst, a member of the QMCA IR Working Group, comparing the rates under the GCLR EBA with other market rates.
185. A copy of this graphical analysis is at **Annexure DB-60, pages 786 to 787** of the Bundle.
186. On 28 March 2022, I was copied on an email that Mr Murphy sent to the BTG, following on from our meeting with them on 21 March 2022.
187. A copy of the email is at **Annexure DB-61, page 788** of the Bundle.
188. On 4 April 2022, I received an email from Mr Murphy, informing me that the BTG had complained to DTMR about our approach to classifications and coverage in the CC North EBA negotiations.
189. A copy of the email is at **Annexure DB-62, page 789** of the Bundle.
190. On 5 April 2022, I was copied on an email that Mr Murphy sent to the BTG, informing them that AGJV was only prepared to enter into a CC North EBA with the CFMEU and AWU.
191. A copy of the email is at **Annexure DB-63, page 790** of the Bundle.
192. Mr Murphy's email to the BTG on 5 April 2022 led to a short email exchange between Mr Murphy and Dean Reilly (**Mr Reilly**) from the CFMEU later that day. I was copied on that exchange.
193. A copy of the exchange between Mr Murphy and Mr Reilly is at **Annexure DB-64, page 791** of the Bundle.
194. On 5 April 2022, I was also copied on an email that Mr Murphy separately sent to the AWU, keeping them abreast of negotiations.
195. A copy of Mr Murphy's email to the AWU is at **Annexure DB-65, page 792** of the Bundle.
196. On 6 April 2022, Mr Murphy also sent an email to update DTMR.
197. A copy of Mr Murphy's email to DTMR is at **Annexure DB-66, page 793** of the Bundle.
198. AGJV was prepared to enter into the CC North EBA with the AWU. This was the normal position for civil infrastructure projects. We had a good working relationship with the AWU and, while they pushed hard during negotiations for the CC North EBA, our discussions remained cordial and productive.
199. AGJV was not prepared to enter into the CC North EBA with the BTG as a whole. We did not consider that their members (or eligible members) would be involved in the CC North Project, other than in very small respects, and adding these unions would also mean adding various irrelevant classifications to the CC North EBA,

which would only serve to add length, complexity and ambiguity to the agreement as a whole.

200. While we had concerns about the legitimacy of making a greenfields agreement with the CFMEU, AGJV was prepared to enter into the CC North EBA with the CFMEU on acceptable terms.
201. Allowing the CFMEU as a party to the CC North EBA created significant risk. But we felt that DTMR and the State Government were expecting to see the CFMEU on civil infrastructure projects in Queensland.
202. Adding to these risks, we also knew that the AWU would not co-sign an agreement with the CFMEU for any civil infrastructure project.
203. On 7 April 2022, I received an email from Mr Murphy, in advance of a meeting with the CFMEU scheduled for the following day.
204. A copy of Mr Murphy's email is at **Annexure DB-67, page 794** of the Bundle.
205. There were further meetings with the CFMEU and the AWU in relation to the CC North EBA. On 16 April 2022, I received an email from Mr Murphy updating me on the progress of negotiations, as well as some input we had received from DTMR.
206. A copy of Mr Murphy's email is at **Annexure DB-68, pages 795 to 796** of the Bundle.
207. At about this time, I was being advised by members of our project team that prospective subcontractors on the CC North Project were asking questions about the impact of BPIC, including whether they would be required to enter into an enterprise agreement with the CFMEU, and whether any enterprise agreement needed to be on the terms as prescribed by BPIC.
208. Other contractors were being asked similar questions on other projects. Accordingly, QMCA and the Civil Contractors Federation prepared a "BPIC Guide for Sub Contractors & Reputable Suppliers" that attempted to answer the most frequently asked questions (**BPIC Guide**).
209. The BPIC Guide was designed to assist our members, as well as subcontractors and suppliers, many of whom simply did not have the ability or resources to navigate the difficult regulatory environment that was being created in the industry. The idea was that the BPIC Guide would be distributed throughout the industry. The BPIC Guide took the form of frequently asked questions and emphasised the non-mandatory nature that the BPIC policy was represented to have.
210. The development of the BPIC Guide was an exhaustive process, led and authored by members of the QMCA board and IR working group. We had the assistance of legal advice in formulating the document. This document was well advanced when shared with other industry associations, such as the CCF, in April 2022.
211. A copy of the final draft of the BPIC Guide is at **Annexure DB-69, pages 797 to 803** of the Bundle.
212. As drafting was nearing completion, we sought feedback from DTMR in regard to their endorsement or otherwise, with a view that they would be prepared to validate and publish the BPIC Guide.

213. In April 2022, the QMCA CEO, Mr Chapman, informed me that he received a phone call from the Director General of DTMR, Neil Scales, who told him that he believed that the BPIC Guide would be perceived by the Queensland Government as an “act of war”.
214. Ultimately, the QMCA and other industry bodies elected not to distribute the BPIC Guide.
215. On 19 April 2022, I attended a Project Leadership Meeting for the CC North Project.
216. A copy of the agenda, meeting pack, and minutes for the meeting are at **Annexure DB-70, pages 804 to 836** of the Bundle.
217. The meeting pack identifies the delay in resolving the BPIC clauses that will be inserted into the CPA as causing procurement problems. We had already advised DTMR of a potential delay claim as a result of this issue, as noted in an email I received from Mr Murphy on 6 April 2022.
218. A copy of Mr Murphy’s email from 6 April 2022 is at **Annexure DB-71, page 837** of the Bundle.
219. On 20 April 2022, DTMR provided AGJV with a copy of the CPA, which included some draft BPIC clauses.
220. On 21 April 2022, Mr Murphy provided some comments on the draft BPIC clauses directly into the CPA document and forwarded them in an email to which I was copied.
221. A copy of the email attaching the CPA and relevant pages of the CPA that included the BPIC clauses and Mr Murphy’s comments is at **Annexure DB-72, pages 838 to 847** of the Bundle.
222. On 22 April 2022, I received two emails from Mr Murphy in which he provided some observations about the proposed BPIC clauses.
223. A copy of Mr Murphy’s emails is at **Annexure DB-73, pages 848 to 850** of the Bundle.
224. On 6 May 2022, I was copied on an internal email exchange that related to whether the key BPIC clause could be deleted from the CPA.
225. A copy of the email exchange is at **Annexure DB-74, pages 851 to 853** of the Bundle.
226. On 12 May 2022, I received an email that Mr Murphy sent to DTMR, providing them with an update on where things were in terms of the negotiations regarding the CC North EBA.
227. A copy of Mr Murphy’s email is at **Annexure DB-75, pages 854 to 855** of the Bundle.
228. On 24 May 2022, I was copied on an email from Mr Murphy to the CFMEU, ETU, PPTEU and AMWU, asking for their feedback on the latest version of the CC North EBA, which had been with them for around a fortnight.

229. A copy of Mr Murphy's email is at **Annexure DB-76, pages 856 to 857** of the Bundle.
230. By this time, we had received confirmation from the AWU that it was happy to execute the CC North EBA, provided the CFMEU were not a party.
231. On 3 June 2022, I was copied on an email from Mr Murphy to the CFMEU, ETU, PPTEU and AMWU, again asking for their feedback on the latest version of the CC North EBA, which had now been with them for three weeks.
232. A copy of Mr Murphy's email is at **Annexure DB-77, pages 858 to 860** of the Bundle.
233. On 15 June 2022, the Full Bench of the Fair Work Commission handed down its decision on the AWU's appeal of the Kangaroo Point Bridge Decision. The AWU's appeal was successful, but on grounds that meant the Full Bench didn't need to resolve the question of coverage. The reasons for the decision are at [2022] FWCFB 85. That same day, I received an email from Mr Murphy, which briefly explained the decision and its ramifications for the CC North EBA.
234. A copy of Mr Murphy's email (without the attached decision) is at **Annexure DB-78, page 861** of the Bundle.
235. On 16 June 2022, the Fair Work Commission handed down its decision on the AWU's objection to the approval of the GCLR EBA. The AWU was successful, and the application for certification was rescinded. The CFMEU's failure to demonstrate majority coverage contributed to the decision of the Commissioner.
236. In June 2022, AGJV prepared an internal draft presentation that explained how we would address best endeavours (as required in the BPP) in relation to our supply chain, adopting the Transport BPIC on the CC North Project.
237. The internal draft presentation is at **Annexure DB-79, pages 862 to 878** of the Bundle.
238. On 24 March 2023, the final CPA was executed.
239. A redacted copy of the executed CPA is at **Annexure DB-80, pages 879 to 1091** of the Bundle.
240. On 21 June 2022, AGJV representatives were requested to attend a meeting with DTMR representatives, including Ms Yeates and Scott Gartrell (**Mr Gartrell**), seeking alignment prior to the meeting with Minister Bailey taking place the following day. I was an optional invitee and did not attend this meeting; however, I prepared some briefing notes for the AGJV meeting participants.
241. The preparatory notes are at **Annexure DB-81, page 1092** of the Bundle.
242. During the 21 June 2022 meeting, Mr Murphy, who was in attendance, distributed an email to Mr McIlroy and Gary Georgiou (**Mr Georgiou**), both of whom were also in attendance, which read: "They've just breached the FW Act." While I was also a recipient of the email, given that I was not in attendance, I cannot provide further context around Mr Murphy's email, and this matter was never subsequently addressed with me.

243. A copy of Mr Murphy's email is at **Annexure DB-82, page 1093** of the Bundle.
244. During the meeting, reference was made to a comparative analysis undertaken by DTMR between the CC North EBA and BPIC. Later that day, Ms Hawkswood sent us an email that attached the analysis.
245. A copy of Ms Hawkswood's email and the analysis document is at **Annexure DB-83, pages 1094 to 1112** of the Bundle.
246. On 21 June 2022, I received an invite for a meeting with Minister Bailey for the following day (3 pm – 3.30 pm on 22 June 2022, noting the timestamp error in the copy included in the bundle).
247. A copy of the invite is at **Annexure DB-84, page 1113** of the Bundle.
248. To assist in preparing for the 22 June 2026 meeting with Minister Bailey, AGJV prepared an internal briefing pack.
249. A copy of the briefing pack is at **Annexure DB-85, pages 1114 to 1116** of the Bundle.
250. On 22 June 2022, I attended the meeting with Minister Bailey, Mr Scales, Ms Yeates, Mr Gartrell and others at Parliament House to discuss what had happened in the CC North EBA negotiations. In my experience, I considered this highly unusual as I have never been involved in a meeting with a Government Minister to discuss the progress of an enterprise agreement negotiation.
251. At the 22 June 2022 meeting, we informed Minister Bailey that although we had tried, there had simply been no constructive progress from the BTG to conclude an appropriate enterprise agreement for CC North. Contrary to that, significant progress has been made with the AWU, and therefore, it was likely that a single union enterprise agreement with the AWU would be entered into.
252. Throughout the 22 June 2022 meeting, it appeared that Minister Bailey was trying to ascertain what the differences were between the bargaining parties. As the meeting was concluding, and it became evident that AGJV had met the intent of BPIC through a single union agreement with the AWU, Minister Bailey requested that we inform his office the day prior to the CC North EBA being lodged with the Fair Work Commission for approval.
253. AGJV were confident that a compliant CC North EBA would be achieved based on the preliminary advice we had received from the ABCC on 15 February 2022.
254. A copy of the preliminary advice is at **Annexure DB-86, pages 1117 to 1119** of the Bundle.
255. As Minister Bailey left the meeting room along with other attendees, I looked at Mr Scales, who gave a sign-of-the-cross gesture. While I cannot state what Mr Scales' intention was, I took it to mean that we had seemingly received the Government's blessing to finalise an enterprise agreement that did not involve the BTG/CFMEU.
256. On 23 June 2022, Mr Murphy sent an email to the BTG, again requesting their feedback. This was our final attempt before applying to the Fair Work Commission for approval of an AWU-only agreement.

257. A copy of Mr Murphy's email is at **Annexure DB-87, pages 1120 to 1122** of the Bundle.
258. It is worth observing how unusual it was for the Queensland Government, via a newly developed procurement policy, to require AGJV to negotiate with unions that it otherwise would not normally have, on the basis that they did not have majority coverage of the proposed CC North workforce. I had never seen this happen before.
259. Had AGJV not been required to enter into an enterprise agreement in order to demonstrate compliance with the BPIC policy, AGJV would have likely utilised either ACCIONA Construction Australia or Georgiou Group's lawful existing enterprise agreements, such as the AWU EBA.
260. A wage comparison between the CC North EBA, the AWU EBA and Georgiou Group's standard enterprise agreement is at **Annexure DB-88, page 1123** of the Bundle.
261. ACCIONA Construction Australia entered into a joint venture with Fulton Hogan (**AFHJV**) for the purpose of bidding for the RRR South Project. A joint venture of BMD and Beilby Holdings (**BBJV**) successfully tendered for the RRR North Project.
262. On 27 June 2022, the AFHJV participated in a tender workshop for the RRR South Project. As part of that briefing, the AFHJV prepared a briefing pack.
263. A copy of the briefing pack is at **Annexure DB-89, pages 1124 to 1140** of the Bundle.
264. On 29 June 2022, I prepared some notes to assist the discussions with DTMR regarding the implementation of BPIC on the RRR Project. In preparing these notes, I drew on my experience with CC North, noting also that the BBJV participants and our JV partner had limited exposure to navigating the BPIC implementation process.
265. A copy of my notes is at **Annexure DB-90, page 1141** of the Bundle.
266. On 6 July 2022, I received by email a presentation from Mr Murphy, who had subsequently been engaged by DTMR as a consultant. Mr Murphy was assisting DTMR with the consistent implementation of BPIC across the RRR North and RRR South projects. A presentation had been prepared for AFHJV and BBJV, who were coming together to discuss any lessons learned that might be relevant to our respective tenders.
267. A copy of Mr Murphy's email and presentation is at **Annexure DB-91, pages 1142 to 1158** of the Bundle.
268. On 14 July 2022, AGJV prepared a Project Guide for the BPIC Procurement Process that was to be applied to the CC North Project.
269. A copy of the Project Guide is at **Annexure DB-92, pages 1159 to 1172** of the Bundle.
270. Sometime in July 2022, Ms Yeates announced her resignation from DTMR.

271. A copy of the media article announcing Ms Yeates' resignation and new job is at **Annexure DB-93, pages 1173 to 1176** of the Bundle.
272. With reference to the Bruce Highway 1 Project, to highlight the achievements of this project against the objectives of BPP, a summary document was prepared showing the measured achievements for the project. As explained earlier, the Bruce Highway 1 Project was not subject to the BPIC policy. It was subject to the statewide greenfield AWU EBA that ACCIONA Construction Australia had. The summary shows that significant social outcomes against the BPP objectives were achieved on the project without BPIC.
273. A copy of this summary document for the Bruce Highway 1 Project is at **Annexure DB-94, pages 1177 to 1203** of the Bundle.
274. However, BPIC was nonetheless having an impact on the Bruce Highway 1 Project. At a meeting of the Contract Leadership Team for the Project that took place on 20 July 2022, we had a detailed discussion about that impact, most notably the request from subcontractors to uplift their rates in response to competing BPIC projects.
275. A copy of the minutes of the meeting of the Contract Leadership Team is at **Annexure DB-95, pages 1204 to 1208** of the Bundle.
276. On 18 July 2022, the CC North EBA was lodged with the Fair Work Commission for approval. I was copied on an email that Mr Murphy sent to DTMR, providing them with an update and explanation. In short, only the AWU ended up signing the CC North EBA.
277. A copy of Mr Murphy's email is at **Annexure DB-96, page 1209** of the Bundle.
278. On 26 July 2022, following a change in Federal Government leadership, the 2016 Building Code was significantly amended to remove most of its pre-existing content. This was the start of the dismantling of the ABCC, which culminated in their abolition on 6 February 2023, and their regulatory activities were transferred to the Fair Work Ombudsman.
279. Also in July 2022, John Holland resubmitted an application for approval of a GCLR EBA, which had again been signed by the CFMEU but not the AWU. Our understanding was that the agreement was in near-identical terms to the GCLR EBA that had already been rejected by the Fair Work Commission.
280. On 2 August 2022, the Fair Work Commission approved the resubmitted GCLR EBA. On this occasion, no objection had been received from the AWU. I was informed by the AWU shortly afterwards that the agreement had been "snuck through". The AWU then appealed the decision.
281. The original GCLR EBA appeal decision on 16 June 2022 had confirmed ACCIONA Construction Australia's understanding at the time, which was that (generally speaking) the AWU could demonstrate majority coverage in its own right on certain civil infrastructure projects for the purposes of making a greenfield agreement, but the CFMEU could not.
282. For the CC North Project, based on my experience and recent Fair Work Commission decisions, if AGJV entered into other than an AWU single-union greenfield agreement, then this would almost certainly have resulted in legal challenges from the AWU with a high prospect of success.

283. For the aforementioned reasons, it is evident that the Queensland Government's BPIC policy and the understanding within the departments charged to implement it appeared to not recognise the complexities of Queensland's industrial relations environment.
284. My assessment was that the Transport BPIC was fundamentally driven by the BTG/CFMEU to assist with their expansion into public civil infrastructure projects. Notwithstanding its represented non-mandatory nature, the Transport BPIC appeared to be a mechanism designed to require the employer and their supply chain to negotiate enterprise agreements with unions, regardless of their relevance.
285. From the CC North EBA negotiation meetings, it became apparent that the CFMEU's negotiating position was that the only way to achieve the intent of the BPIC policy was for there to be no deviation from the BPIC policy document, which took the form of an unsigned enterprise agreement.
286. Some of the legal issues presented by the Transport BPIC may have fallen away with the changes to the 2016 Building Code, but many practical issues remained, including the following:
- (a) the mandated wage and penalty rates, along with site allowances that increased based on project value, were not reflective of the broader market and would have the consequence of driving up the cost of all projects, not just BPIC projects;
 - (b) a fixed RDO calendar, and inflexible working arrangements not suited to civil construction, removed much-needed flexibility; and
 - (c) union involvement in subcontractor procurement and safety matters undermined managerial prerogative.
287. On 4 August 2022, the CFMEU led a protest march on 1 William Street demanding that the Director-General of DTMR, Mr Scales, resign because he had "failed to implement the government's new BPIC agreement".
288. A newspaper article that reported on the protest march is at **Annexure DB-97, pages 1210 to 1212** of the Bundle.
289. On the same day as the protest, the Fair Work Commission approved the CC North EBA.
290. A copy of the decision and approved CC North EBA is at **Annexure DB-98, pages 1213 to 1252** of the Bundle.
291. On 23 August 2022, the CFMEU's public campaign against Mr Scales continued. It was reported in the media that over 200 CFMEU members had stormed and occupied DTMR's offices in Mary Street, Brisbane, disrupting an important industry briefing being delivered by Mr Scales. During this protest, it was reported that a security guard had been knocked to the ground.
292. Later, I became aware that several DTMR staff members went on long-term stress leave following, and as a direct result of, the 23 August 2022 protest.
293. To provide context to the protest, the Queensland Transport and Roads Investment Program forum was an important annual industry briefing that was typically opened

by the incumbent Minister for Transport and Main Roads. On this occasion, Minister Bailey did not attend. As a consequence of the protest and associated safety concerns, the forum did not happen.

- 294. On 29 August 2022, I received some draft advice from Mr Murphy in relation to the application of BPIC on RRR. In short, we saw real risks associated with the introduction of BPIC disrupting a limited labour market in a regional centre.
- 295. A copy of Mr Murphy's email and draft presentation is at **Annexure DB-99, pages 1253 to 1262** of the Bundle.
- 296. On 20 September 2022, AGJV prepared an escalation proposal document for DTMR, in light of the significant change in industry and economic conditions that had changed significantly since the original tender, including the uncertainties introduced by BPIC.
- 297. A copy of the escalation proposal document is at **Annexure DB-100, pages 1263 to 1266** of the Bundle.
- 298. On 3 October 2022, the QMCA received a copy of the Australian Flexible Pavement Association's position paper in relation to Transport BPIC (**AfPA Position Paper**). The paper outlined AfPA's understanding of the Transport BPIC and how, as an association, their members were proposed to meet the policy's intent, and they provided a pathway forward to achieving alignment. It should be noted that AfPA identified that they should remain in control of wage rates driven by market forces in their sector.
- 299. A copy of the AfPA Position Paper is at **Annexure DB-101, pages 1267 to 1276** of the Bundle.
- 300. On 21 December 2022, I was informed that concrete pumping subcontractor Meales was withdrawing its tender for the CC North Project because of the impact of Transport BPIC. Meales identified that the enterprise agreement required to meet the BPIC requirements for the CC North Project was not consistent with their wider business requirements and would have likely had a detrimental effect on other projects and sectors in which they traditionally worked.
- 301. A copy of an email exchange that relates to this issue is at **Annexure DB-102, pages 1277 to 1281** of the Bundle.
- 302. On 1 April 2023, the "Managing the risk of psychosocial hazards at work" Code of Practice commenced operation. It was a practical guide, approved under section 274 of the *Work Health and Safety Act 2011* (Qld).
- 303. A copy of the Code of Practice is at **Annexure DB-103, pages 1282 to 1348** of the Bundle.
- 304. On 25 May 2023, at the monthly CC North Project Leadership Team meeting, a meeting pack was prepared and presented. On slide 25, there was an analysis of the impact that BPIC was having on subcontractor wage rates.
- 305. A copy of the meeting pack is at **Annexure DB-104, pages 1349 to 1394** of the Bundle.

306. On 1 June 2023, Mr Scales announced that he was stepping down from his role as Director-General with DTMR, to be replaced by Sally Stannard (**Ms Stannard**).
307. A copy of Mr Scales' announcement is at **Annexure DB-105, pages 1395 to 1396** of the Bundle.
308. The following day (2 June 2023), the CFMEU published an article on its Facebook page titled "Vale Neil Scales." The article celebrated Mr Scales' departure from DTMR and suggested that a contributing reason for his departure was a failure to properly implement government procurement policy. While not expressly stated, I understood this reference to be to the BPIC policy. A copy of the CFMEU's "Vale Neil Scales" article is at **Annexure DB-106, page 1397** of the Bundle.
309. On 3 July 2023, I sent an email to Julie Mitchell from DTMR (**Ms Mitchell**), in response to Ms Mitchell's request for clarification as to contentious BPIC clauses in which the AWU demonstrated willingness to be flexible. The purpose of the clarification request was for Ms Mitchell to gain a better understanding of the issues and any potential path forward. I communicated various thoughts and perspectives that I had about the BPIC process.
310. A copy of my email is at **Annexure DB-107, pages 1398 to 1400** of the Bundle.
311. In mid-July 2023, the QMCA produced an internal position paper that addressed both the Transport BPIC and the proposed Renewables BPIC. This paper was not formally distributed.
312. A copy of this internal position paper document is at **Annexure DB-108, pages 1401 to 1404** of the Bundle.
313. I cannot recall when, but sometime in late 2023 or early 2024, I received a Renewable Energy Procurement Policy (**Renewable Energy Procurement Policy**). I observed that the Renewable Energy Procurement Policy contained a noticeable shift away from the previous non-mandatory language used by government agencies.
314. A copy of the Renewable Energy Procurement Policy that I received is at **Annexure DB-109, pages 1405 to 1430** of the Bundle.
315. I cannot recall when, but sometime in late 2023 or early 2024, I received a BPIC for Renewable Energy Projects document (**Renewable Energy BPIC**). I cannot recall whether this document became official policy, and I do not know whether it was applied to a renewable energy project before BPIC was suspended. I also observed that the rates and conditions contained within the 231-page Renewable Energy BPIC were a significant increase on the Transport BPIC policy, with express prohibitions on productivity improvement opportunities. However, it was circulated to industry as a policy that would apply to renewable energy projects in the future. It was related to the above-referenced Renewable Energy Procurement Policy.
316. A copy of the Renewable Energy BPIC is at **Annexure DB-110, pages 1431 to 1661** of the Bundle.
317. In August 2023, and in my capacity as the chair of QMCA, I participated in a conversation with representatives of DTMR in the recurring Contractor's Liaison Forum about some of the unintended consequences associated with Transport

BPIC. As a consequence of this conversation, on 18 August 2023, I then sent an email in which I documented an example of what we were discussing.

- 318. A copy of my email is at **Annexure DB-111, pages 1662 to 1664** of the Bundle.
- 319. On 20 September 2023, I received a letter from Stacey Schinnerl, Secretary of the AWU, copying representatives of DTMR, in relation to the AWU's coverage on the RRR Project. The intention of this letter appeared to be to pre-emptively clarify eligibility rules and industrial coverage held by the AWU, noting that this had become a significant point of confusion that existed within the development and implementation of the BPIC Policy.
- 320. A copy of the letter is at **Annexure DB-112, pages 1665 to 1668** of the Bundle.
- 321. On 29 September, at the request of the two Rockhampton Ring Road consortia, Greg Power (**Mr Power**) of Drayton's Workplace Consulting sent letters to CFMEU, AMWU and AWU. These letters expressly stated that a greenfield EBA required the union party (or parties) to have majority coverage, with this being reaffirmed by the AWU in their letter referenced above. Notwithstanding, if the CFMEU could provide compelling reasons that altered this position, then the parties were open to engaging in this conversation.
- 322. A copy of the letter to the CFMEU is at **Annexure DB-113, pages 1669 to 1670** of the Bundle
- 323. A copy of the letter to the AMWU is at **Annexure DB-114, pages 1671 to 1672** of the Bundle
- 324. A copy of the letter to the AWU is at **Annexure DB-115, pages 1673 to 1674** of the Bundle
- 325. On 29 September 2023, I received a letter from Peter Trim (**Mr Trim**), Project Director at DTMR, who, in turn, was responding to an email he had received providing him with a copy of the correspondence that had been sent by Greg Power to the various unions in relation to the RRR Project. DTMR had requested a copy of this correspondence, which is why it had been sent to them. In his reply, Mr Trim said: "I would appreciate if you could keep me informed on your chosen approach and then provide any regular updates, including letters where appropriate, on the progress of any negotiations with relevant stakeholders regarding your enterprise agreements that will be negotiated to cover the performance of works on this project." Keeping DTMR informed to this extent about the negotiations taking place with the unions in relation to any enterprise agreement continued to be unusual and not something I had seen on any civil infrastructure project before BPIC was introduced.
- 326. A copy of Mr Trim's email is at **Annexure DB-116, page 1675** of the Bundle.
- 327. On 5 October 2023, Mr Power received a letter from the CFMEU's Michael Ravbar in response to the letter sent on 29 September. The letter reiterated the CFMEU's position that "... all relevant unions..." needed to be part of negotiations.
- 328. A copy of the letter is at **Annexure DB-117, page 1676** of the Bundle
- 329. On 13 October 2023, I received an email from Ms Stannard (who had recently been appointed as DTMR's Director-General) in relation to her expectations regarding

union engagement on the RRR Project, highlighting that she is “speaking directly with representatives from the unions who have been involved in the development of the Transport BPIC”.

- 330. A copy of Ms Stannard’s email is at **Annexure DB-118, pages 1677 to 1678** of the Bundle.
- 331. On 16 October, Mr Power responded to Mr Ravbar’s letter dated 5 October, addressing perceived misunderstandings and confirming the intent of the prior correspondence dated 29 September.
- 332. A copy of the letter to the CFMEU is at **Annexure DB-119, pages 1679 to 1680** of the Bundle
- 333. On 27 October 2023, an internal EBA Proposal was presented in relation to the RRR Project, which contained a recommendation that the AFHJV pursue an EBA with the AWU only, similar to the outcome on the CC North Project. This document captures EBA negotiation experiences from a range of DTMR major projects within southeast Queensland, including those of our competitors.
- 334. A copy of the EBA Proposal is at **Annexure DB-120, pages 1681 to 1686** of the Bundle.
- 335. On 6 November 2023, I sent an email to Ms Stannard, explaining that EBAs for the RRR North Project and RRR South Project had been filed with the Fair Work Commission, and providing an overview of how we reached that position. As referred to above, having to provide this kind of detailed explanation was unusual, but it was deemed necessary because of BPIC.
- 336. A copy of my email to DTMR is at **Annexure DB-121, pages 1687 to 1688** of the Bundle.
- 337. On 15 November 2023, the RRR EBA was approved by the Fair Work Commission.
- 338. A copy of the decision and RRR EBA is at **Annexure DB-122, pages 1689 to 1724** of the Bundle.
- 339. On the CC North Project, monthly Project Leadership Team meetings were held. The consequences and cost impacts of BPIC regularly featured in these meetings. As an example, on 20 February 2024, a CC North Project Leadership Team meeting was held. Within the slide pack prepared for that meeting, we presented (at slides 26 and 27) an overview of the cost impact of BPIC on the CC North Project. It should be noted that the Project Leadership Team meetings were held monthly and that similar analysis detailing the ongoing impacts of Escalation/BPIC on the project would have been prepared and discussed.
- 340. A copy of the slide pack is at **Annexure DB-123, pages 1725 to 1759** of the Bundle.
- 341. On 1 March 2024, I sent an email to Ms Stannard and Ms Mitchell from DTMR, attaching a QMCA BPIC policy roadmap including Qld Master Builder and Acciona data inputs.
- 342. A copy of my email and accompanying roadmap document is at **Annexure DB-124, pages 1760 to 1777** of the Bundle.

343. Also on 1 March 2024, I sent another email to Ms Stannard and Ms Mitchell from DTMR, this time attaching an analysis comparing BPIC with the business-as-usual approach.
344. A copy of my email and accompanying analysis document is at **Annexure DB-125, pages 1778 to 1780** of the Bundle.
345. On 15 March 2024, I sent Ms Mitchell, on behalf of QMCA, a draft letter addressing Safe Workplaces and the Psychosocial Code of Practice. This draft captured industry's frustration that numerous workplaces were subjected to behaviours that created psychosocial risk and harm to employees, yet could not secure any regulatory (WHSQ) or authority (QPS) support to manage.
346. A copy of my email to Ms Mitchell, including the draft letter, is at **Annexure DB-126, pages 1781 to 1783** of the Bundle.
347. On 20 March 2024, Ms Mitchell issued an invitation to a meeting which was to include discussions around "psychosocial code compliance concerns".
348. A copy of the invitation, including the agenda from Ms Mitchell, is at **Annexure DB-127, page 1784** of the Bundle.
349. On 28 March 2024, I participated in a discussion with various representatives of DTMR about psychosocial risks in the workplace.
350. On 28 March 2024, following on from our discussions, I then received some emailed notes from Ms Mitchell, and I replied with some further observations.
351. A copy of our email exchange is at **Annexure DB-128, pages 1785 to 1789** of the Bundle.
352. Also, in the discussions on 28 March 2024, I had referred to the QMCA's earlier work on BPIC and the BPIC Guide. As discussed, I sent a follow-up email to Ms Mitchell and others on these issues, which attached the BPIC Guide (refer to Annexure 62) and the QMCA's redraft of the Transport BPIC (intent-focused – refer to Annexure 20).
353. A copy of my follow-up email (excluding the attachments) is at **Annexure DB-129, page 1790** of the Bundle.
354. In March 2024, ActivUs, which comprised CPB Contractors, ACCIONA Construction Australia, and other CIMIC entities, was shortlisted for the Logan and Gold Coast Faster Rail Project (**LGCFR Project**).
355. On 29 April 2024, there was an article in the Financial Review that reported on the fact that the Fair Work Ombudsman had dropped 30% of its cases against the CFMEU. I emailed the article to Ms Mitchell and made the self-explanatory statement: "This is what the legal path looks like and the subsequent chronic lack of consequence."
356. A copy of my email, including the Financial Review article, is at **Annexure DB-130, pages 1791 to 1794** of the Bundle.
357. On 9 May 2024, ActivUs held an Industrial Relations Workshop to develop the IR strategy that would be implemented on the LGCFR Project.

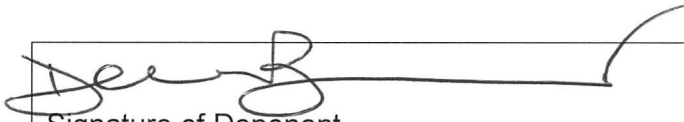
358. A copy of ActivUs' Industrial Relations Workshop PowerPoint presentation is at **Annexure DB-131, pages 1795 to 1811** of the Bundle.
359. On 21 May 2024, the QMCA sent a letter to Ms Mitchell in relation to psychosocial hazards occurring on our members' worksites, a draft of which she had previously been provided with.
360. A copy of our email and accompanying letter to Ms Mitchell is at **Annexure DB-132, pages 1812 to 1818** of the Bundle.
361. On 29 May 2024, the above letter led to an email exchange across 2 days with Ms Mitchell, who suggested a meeting with WHSQ in relation to the issues raised in our letter.
362. A copy of the email exchange is at **Annexure DB-133, pages 1819 to 1820** of the Bundle.
363. On 10 June 2024, I received an email from Ms Mitchell, who requested that a meeting be organised with DTMR and WHSQ-nominated representative Helen Burgess (**Ms Burgess**) to discuss suitable people to hold an entry permit and managing psychosocial hazards in the civil construction industry.
364. A copy of Ms Mitchell's email is at **Annexure DB-134, page 1821** of the Bundle.
365. Despite industry's reservations regarding Ms Burgess' involvement in the meeting, which were also conveyed to Ms Mitchell, the QMCA invitees committed to attending.
366. In June 2024, the QMCA received the Master Builders Queensland economic analysis of the impact of the CFMEU on Queensland apartment construction prices, which had been prepared by Queensland Economic Advocacy Solutions (**QEAS**).
367. A copy of the economic analysis is at **Annexure DB-135, pages 1822 to 1838** of the Bundle.
368. On 4 July 2024, the meeting between DTMR, WHSQ/OIR and the QMCA was held. The QMCA prepared a short PowerPoint of talking points to highlight what they believed needed to be addressed.
369. A copy of the invitation, attendees' list and QMCA talking points is at **Annexure DB-136, pages 1839 to 1845** of the Bundle.
370. During the 4 July 2024 meeting, the QMCA sought assistance from WHSQ to help curb the CFMEU's violent behaviours, noting the significant psychosocial harm this conduct was having on our members and their workers. I pointed out the inconsistent approach being taken by WHSQ between physical safety hazards on-site and psychological hazards. I made the point that WHSQ should be using its powers to protect the psychological safety of workers on projects in the same way that it does the physical safety of workers on projects. Ms Burgess, on behalf of WHSQ, did not accept that WHSQ had any obligations to protect construction workers from the psychological impacts of CFMEU behaviour, nor would they implement any strategies on project sites to curtail their behaviour.
371. On 22 July 2024, I had discussions and subsequently received an email from Ms Mitchell, informing me that Sarina Wise (**Ms Wise**), Executive Director of

Compliance at WHSQ, was prepared to meet with the QMCA to discuss the issues we had previously raised and discussed at the meeting on 4 July 2024. This was seen as a reset, given the lack of outcome from the previous meeting, which included Ms Burgess.

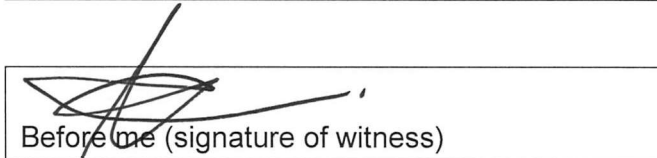
- 372. A copy of the email is at **Annexure DB-137, pages 1846 to 1847** of the Bundle.
- 373. In August 2024, the QMCA released a policy document in advance of the October 2024 election. The policy document was titled "*Unshackling Queensland's Infrastructure Potential – Enabling productivity, innovation and vision*". The policy document was published online through the QMCA's social media channels.
- 374. A copy of the policy document is at **Annexure DB-138, pages 1848 to 1859** of the Bundle.
- 375. One of the major frustrations felt by the QMCA was that in three years, we had noted the relevant Ministers (e.g. Minister de Brenni and Minister Bailey) as having routine monthly meetings with the CFMEU (circa 36 times); whereas the QMCA had not managed to have a single meeting with the relevant Ministers at all to discuss our concerns about industrial relations in Queensland.
- 376. In November 2024, following a change of Government at the Queensland State Election, the BPIC policy was suspended.
- 377. On 7 February 2025, the QMCA received a letter from the Administrator of the CFMEU, Mark Irving (**Mr Irving**), informing them of the "establishment of an investigation into violence, threats of violence and menacing conduct within the Queensland construction industry".
- 378. A copy of Mr Irving's letter is at **Annexure DB-139, page 1860** of the Bundle.
- 379. On 4 March 2025, the QMCA received another letter from Mr Irving advising them of the appointment of Geoffrey Watson (**Mr Watson**) to head the inquiry into violence, threats of violence and menacing conduct within the Queensland construction industry.
- 380. A copy of Mr Irving's letter is at **Annexure DB-140, pages 1861 to 1863** of the Bundle.
- 381. On 28 March 2025, the QMCA responded to both of Mr Irving's letters, acknowledging and supporting the inquiry.
- 382. A copy of the QMCA's letter in response is at **Annexure DB-141, pages 1864 to 1870** of the Bundle.
- 383. In April 2025, ActivUs was awarded the Design and Pre-Construction Contract on the LGCFR Project.
- 384. On 8 July 2025, ActivUs undertook an analysis assessing the cost impact the BPIC policy would have had on the LGCFR Project had it not been suspended.
- 385. A graphic showing the cost impact had BPIC not been suspended is at **Annexure DB-142, page 1871** of the Bundle.

386. On 10 July 2025, I received an email from Mr Chapman reporting on a meeting he had with Mr Irving earlier that day.
387. A copy of the email is at **Annexure DB-143, pages 1872 to 1874** of the Bundle.
388. On 13 July 2025, the Queensland Government announced this Inquiry.
389. I asked Mr Chapman to collect the incidents we had received from our members that highlighted instances of misconduct by the CFMEU, of which we had been made aware. I asked for this in the event we were asked to provide this information to the Commission.
390. On 24 July 2025, Mr Chapman provided me with the document I had requested.
391. A copy of Mr Chapman's email and document is at **Annexure DB-144, pages 1875 to 1887** of the Bundle.

I ☐ swear the contents of this statement are true.


Signature of Deponent

Fortitude Valley
Queensland
Place 4006, Date 29/6/2026


Before me (signature of witness)

Jonathan Lawrence Behrens
Full name of witness (please print)

- ☒ Justice of the Peace (JP #137043)
☐ Notary public
☐ Lawyer
☐ Other authorised person (specify)

