

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

Section 5(1)(d) of the *Commission of Inquiry Act 1950* (Qld)

WITNESS STATEMENT OF AMANDA LOUISE YEATES

I, Amanda Louise Yeates, affirm as follows:

1. I make this statement in response to Notice 26705.

Background

2. From 2018 to July 2022, I was the Deputy-Director General, Infrastructure Management and Delivery (**DDG IMD**) of the Department of Transport and Main Roads (**DTMR**).
3. I was previously engaged in the following roles with DTMR:
 - (a) Executive Director, Statewide Planning (January 2011 – 2012);
 - (b) Deputy Regional Director for the Metro Region (2012 – 2013);
 - (c) Regional Director North Coast Region on the Sunshine Coast (2013 – 2016);
 - (d) General Manager, Infrastructure Delivery (2016 – 2018).
4. In June 2022, I resigned from my employment with DTMR.
5. I now work in the private sector.

My role as DDG IMD

6. As DDG IMD, I was responsible for the delivery of the Queensland Transport and Roads Investment Program (**QTRIP**). Each year, DTMR publishes a QTRIP plan that outlines the current and planned investment in road and transport infrastructure for delivery over a four-year period. While I was DDG, the QTRIP plan had about \$27 billion in infrastructure projects across Queensland. The total investment in infrastructure projects under QTRIP has now grown to over \$41 billion over the financial years 2025 to 2028. I was also responsible for the annual billion-dollar operation and maintenance program for the DTMR network.
7. I had five direct reports as DDG IMD, which included Deanne Hawkswood, General Manager, Strategic Procurement (**Ms Hawkswood**).
8. Ms Hawkswood had previously been the Chief Procurement Officer but was seconded into my team in 2020 to assist me in implementing the Best Practice Industry Conditions policy (**BPIC**). At that time, I anticipated that Ms Hawkswood would only be needed for a few months, but the role ultimately went on for years.
9. My direct line manager was the Director General of DTMR, Neil Scales (**Mr Scales**). His employment with DTMR ended in June 2023, after I had left DTMR.

10. During my time as DDG IMD, the Minister with responsibility for DTMR was the Honourable Mark Bailey, Minister for Transport and Main Roads (**Minister Bailey**).

Early Interaction with Michael Ravbar

11. The first time that I met with Michael Ravbar (**Mr Ravbar**), it was in a meeting at which Mr Scales, Minister Bailey and some of Minister Bailey's advisors, Tam van Alphen (**Ms van Alphen**) and Brett Reed (**Mr Reed**), were also present. I believe this meeting would have been in early June 2020.
12. I recall at the start of the meeting Mr Ravbar turned to me and said words to the effect of *'you're a woman, get me a glass of water'*. I found Mr Ravbar's comment to be revolting.
13. I looked around for someone to pull Mr Ravbar up on his behaviour, but no one did. I told Mr Ravbar where the tap was, and that he could get himself a glass of water. The interaction was so awkward that Ms van Alphen got up and got a jug of water and several glasses.
14. In that meeting I observed that Mr Ravbar was indiscriminate in his derogatory comments, which he also directed towards Mr Scales and Minister Bailey in my meetings with him. For example, he told the Minister words to the effect that the Minister was a *'fucking shit Minister'*.

Transport BPIC

15. On 30 January 2020, I was provided with a draft discussion paper regarding the Cairns Convention Centre project and the Best Practice Principles. The discussion paper was prepared by the Department of Housing and Public Works (**DHPW**) and sought the endorsement of DTMR and Minister Bailey. There had been limited consultation between DHPW and DTMR prior to that draft being given to DTMR. I was concerned that the proposed recommendation in it posed a significant potential risk to DTMR in its ability to deliver QTRIP if DTMR was not given the opportunity to consider the impact of the recommendation and how DTMR could implement it. I raised my concerns with Mr Scales and asked that they be included in discussions with Minister Bailey's office that were occurring that day, or the following day.
16. Consistent with my view, DTMR did not initially support the introduction of BPIC to DTMR projects.
17. At that time, one of the critical issues with the application of BPIC was the potential additional cost it would impose on DTMR projects. BPIC had been developed by DHPW for the building construction sector, whereas DTMR operates in the civil construction sector. The two sectors are quite different, particularly with respect to rates of pay. For example, the rate of pay for a Grade 5 worker in civil construction was around \$35.00 an hour, whereas under BPIC, a Grade 5 worker would be paid around \$60.00 an hour. In circumstances where labour is generally about 30% of the cost of delivering a civil construction project, the effective doubling of wages across a \$27 ~~million~~ **billion** infrastructure program becomes a significant issue.

18. The State Government and the Federal Government share funding for many DTMR projects through the National Partnership Agreement on Land Transport Infrastructure Projects (**NPA**). In most cases, the Federal Government funds either 50% or 80% of the project. If DTMR requires more funding, both the State *and* Federal governments need to be on board with providing any additional funding. The Transport BPIC did not align with the NPA and I considered this to be a fatal flaw in any proposed application of BPIC to DTMR. My experience was that the Federal government, at least at a bureaucratic level, was never supportive of BPIC. I understood that the Federal Government acknowledged that BPP was a state policy within the state's prerogative, but that any additional cost to a project as a result of BPP should be borne by the State.
19. Throughout 2020, Mr Scales and I met with Minister Bailey and his staff on several occasions to discuss the difficulties in applying BPIC having regard to the NPA and the need to recalibrate BPIC to meet the civil construction sector. We also presented Minister Bailey with various modelling that DTMR was undertaking internally as to the increased cost to DTMR projects of applying BPIC.
20. The fact that DTMR did not support the implementation of BPIC when asked to do so by DHPW was somewhat contentious because, generally, government departments seek to consult with each other and reach an agreed position to then provide to the elected representatives.
21. However, at some point in 2020 DTMR was informed that BPIC was government policy that would apply to DTMR and that we needed to find a way to make the policy work for DTMR.

Development of the Transport BPIC

22. In around June 2020, I became responsible for implementing BPIC in DTMR through the development of a DTMR BPIC which came to be known as the Transport BPIC.
23. As DDG IMD, my role did not ordinarily encompass addressing industrial relations (IR) issues. Policy development and implementation ordinarily in general fell within the remit of the Program Delivery team. However, BPIC was a policy that DTMR did not develop but was told to implement. I became involved because of concerns about the additional cost that applying BPIC to DTMR would impose on projects and the significant additional risk for QTRIP.
24. As part of this new responsibility, I eventually took on the management of the relationship between DTMR and the CFMEU. Mr Scales had previously been managing that relationship, but it had broken down. I had been in meetings with Mr Scales where the CFMEU would scream at him and abuse him. It was an awful experience to be in these meetings. As an attempted circuit breaker, it was decided that I would manage the relationship going forward. My relationship with the CFMEU, particularly Mr Ravbar and Jade Ingham, Assistant State Secretary of the CFMEU (**Mr Ingham**) was consistently challenging and tumultuous and was something that no one should have to endure in the workplace.

25. I am not an IR specialist and, prior to BPIC, DTMR had not previously engaged in any significant way with contractors' IR arrangements on projects.
26. Prior to BPIC, DTMR's position was that IR risk and issues, including negotiations with unions, were the responsibility of contractors. It remains my strong belief that those issues should sit with individual contractors. However, BPIC made dealing with union and IR issues inescapable for DTMR. I feel like BPIC became a Trojan Horse introduced into DTMR to enable the CFMEU to dictate IR conditions.
27. Through the development and early implementation of the Transport BPIC, I was required to engage regularly with various unions, including the CFMEU and the broader Building Trade Group of Unions (**BTG**). Whilst I had some early dealings with Mr Ravbar, the primary CFMEU representative that I dealt with was Mr Ingham.

Engagement of KPMG

28. Shortly after becoming responsible for the Transport BPIC, I realised that I did not have sufficient IR expertise to combat the resistance the CFMEU had to negotiating a variation of BPIC that would meet DTMR's needs.
29. Around this time, I also sought advice from representatives of DHPW as to how BPIC could be implemented by DTMR. I dealt primarily with Sharon Bailey, who was a Deputy Director-General in DHPW and I understood her to have developed and implemented the policy in that department. From my discussions with her, I understood Ms Bailey had a very strong view that BPIC needed to be implemented in its full form.
30. Based on my discussions with the CFMEU and DHPW, I formed the view that DTMR should obtain external advice. Accordingly, DTMR engaged KPMG to provide that advice. Prior to engaging KPMG, I discussed the proposed appointment with the CFMEU. I did this because I wanted to ensure that DTMR did not appoint someone that the CFMEU would then refuse to engage with.
31. The consultant from KPMG that DTMR appointed was Scott Gartrell. I think he was recommended to me by Mr Reed from the Minister's office. Mr Gartrell had a strong infrastructure background and union experience. I was aware that Mr Gartrell had been significantly involved in advising the Cross River Rail Delivery Authority on industrial issues in respect of Cross River Rail.
32. The CFMEU was supportive of Mr Gartrell's engagement. He was the only person I witnessed Mr Ravbar and Mr Ingham speak to respectfully.

I remember early on that Mr Gartrell told me that the AWU had broader coverage in the civil construction sector than the CFMEU and that this would be a problem for the BPIC policy going forward.

Consultation with the CFMEU

33. I was involved in consulting with the CFMEU while the Transport BPIC was being developed.

34. Early on, I attended meetings with Mr Scales that also included Mr Ravbar and Mr Ingham.
35. In these meetings, Mr Ravbar and Mr Ingham made derogatory comments to and about Mr Scales. I asked Mr Scales why he accepted that sort of behaviour and his response was something to the effect of *'that is just the way they operate'*. I thought their treatment of Mr Scales was appalling and yet Mr Scales seems powerless to do anything about it.
36. I also met with Mr Ravbar and Mr Ingham several more times without Mr Scales being present.
37. In my career, I have done lots of stakeholder engagement which often involves robust discussion. Most of the time, I have been able to set rules of engagement which ensure that the discussion does not become personal. To my mind, this is normal professional conduct by sensible people in the work environment. Yet for some reason I was not able to achieve that in discussions with Mr Ingham or Mr Ravbar.
38. For example, Mr Ingham was abusive to both me and Ms Hawkswood. Mr Ingham called us both *'incompetent'*, *'lazy'* and referred to us as *'fat cats'*. Mr Ingham would also swear at us and call us *'cunts'* or a *'mob of cunts'*.
39. I remember that I met with Mr Ravbar and Mr Ingham at the CFMEU's offices in Bowen Hills. I believe this was the first time I met with Mr Ravbar and Mr Ingham without Mr Scales. At the outset of the meeting, I said I was going to set the rules of engagement going forward and I said that I would not be sworn at. Mr Ravbar and Mr Ingham, individually and collectively, called me a *'cunt'* four times in that meeting. When I stated to them that I would not accept that kind of behaviour, Mr Ingham said *'If you're going to act like a cunt, that's how I'll treat you'*. I got up and left the meeting.
40. About a week later, there was another meeting at Bowen Hills. On this occasion I took Ms Hawkswood with me. After the previous meeting, I was extremely reluctant to take Ms Hawkswood with me, but she had necessary procurement experience that I did not have. I was conscious that I was exposing Ms Hawkswood to inappropriate behaviour. I remember I said to her beforehand that if I closed my folder, we would not say anything, we would just get up and leave. That meeting was with Mr Ravbar and Mr Ingham. Again, both Mr Ravbar and Mr Ingham called me a *'cunt'*. Ms Hawkswood and I got up and walked out.
41. Subsequently Mr Ingham rang me and said words to the effect of *'okay, we get it, we won't call you cunts again'*.
42. After this, Ms Hawkswood and I decided to change tactics and meet with a wider group of union representatives. We invited other unions to the next meeting, including the ETU, AMWU and the Plumbers Union. We invited the AWU, but they did not attend and informed me that they did not want to be in meetings with the CFMEU. I never went to Bowen Hills again and all meetings with the CFMEU then occurred at DTMR's offices.

43. Mr Ingham's behaviour improved, but our interactions never got to a point that I would describe as professional or acceptable. Even though Mr Ingham no longer called me a cunt, he continued to use phrases like:
- (a) *'this is fucked'*;
 - (b) *'you are all fucked'*; and
 - (c) *'I am going to fucking get you'*.
44. I understood their reference to 'getting me' to be a threat against my employment. I was aware at that stage that the CFMEU had already claimed credit for 'booting' the Director-General of DHPW, Liza Carroll, on its Facebook page. Indeed, I remember Mr Ravbar or Mr Ingham (I can't remember which one now) told me at one stage: *'we got rid of her, we can get rid of you'*.
45. I wasn't the only target of their vitriol in this regard. Mr Ingham said to me that Mr Scales was *'the worst director-general ever'* and that he wanted to get rid of Mr Scales.
46. Mr Ingham also intimated to me that if I did the right thing, he would see to it that I would have a bright future within Government, including as Mr Scales' replacement, but that if I did not do the right thing, he would have me sacked.
47. Mr Ingham became my main point of contact with the CFMEU.

Raising concerns with the CFMEU's conduct

48. I regularly raised my concerns about the behaviour of Mr Ravbar and Mr Ingham in discussions with Mr Scales and on occasion with Minister Bailey and his staff. While I felt that there was empathy from them, they did not take action to support me or address the behaviour. I don't feel this was lack of will, I believe from my discussions with them that they felt they could not influence the behaviour. My discussions with Mr Scales were like a support group and he would commiserate with me as he was experiencing or had experienced the same behaviour.
49. Minister Bailey was empathetic and suggested I tell Mr Ravbar and Mr Ingham that they shouldn't behave like that, but he also wanted me to keep them happy. When I raised my concerns with Minister Bailey's staff, they told me that it would not be acceptable to walk out of or refuse to meet with the CFMEU, instead we should seek to deescalate. I do not remember which staffer told me this, but it was likely Ms van Alphen or Mr Reed and possibly one or two others.
50. I remember that in the lead up to the 2020 election, I raised concerns about the CFMEU's behaviour in a number of meetings with the Minister's staff. It was emphasised to me that I needed to keep the CFMEU happy. In one of these meetings, I was told that the CFMEU had threatened to drive up and down George Street with a photo of the Minister's face on the back of their truck and this would impact his re-election prospects, so it was our job to keep them happy.

51. I do not remember any instances where anyone from the Minister's Office or DTMR enquired about my welfare during this period, or even suggested that the CFMEU's conduct was unacceptable.

Approval of the Transport BPIC

52. The Transport BPIC was ultimately approved by Cabinet in October 2020.
53. When it was approved, my understanding was that any projects in advanced tendering, or which had already been awarded, would not have the Transport BPIC applied. At that stage, two of the significant projects being undertaken by DTMR were:
- (a) Gold Coast Light Rail Stage 3 (**GCLR3**); and
 - (b) Bruce Highway Upgrade (Cooroy to Curra) Section D (**Gympie Bypass**).
54. DTMR was in the advanced tendering stage for GCLR3 with John Holland (Qld) Pty Ltd (**John Holland**), who had been declared the preferred tenderer. The Gympie Bypass had already been awarded.
55. However, I recall attending a meeting with Minister Bailey and his staff in which Mr Scales and I were informed that BPIC would apply to GCLR3 and the Gympie Bypass.
56. A project specific BPIC was then developed for GCLR3 that was modelled on the Transport BPIC with higher rates for workers to recognise the size of the project. It was one of the first projects to which BPIC was applied in the civil sector.

Retrospective application of BPIC to GCLR3

57. During the meeting mentioned in paragraph 56, Mr Scales and I raised the cost implications of applying BPIC part way through the procurement process on GCLR3. Minister Bailey and his staff acknowledged that there would be a cost consequence in applying the Transport BPIC, but it was clear that they were committed to the application of BPIC on GCLR3.
58. In my view there were two aspects to the price increase on GCLR3:
- (a) the direct cost increase from the BPIC uplift; and
 - (b) the cost of the time imperative to act within the tender validity period.
59. John Holland's tender for GCLR was valid for three months. It was towards the end of the tender validity period that DTMR was directed to apply BPIC to GCLR. John Holland did not extend the tender validity period, and DTMR was unable to fully consider and apply BPIC to GCLR within the limited time available. This meant that John Holland was entitled to reprice its tender. The repriced tender accounted for the cost of BPIC, the delay and various other matters like increased prices in supplies.

60. Because GCLR3 was partially funded by the Federal Government under the NPA, DTMR then had to negotiate an additional \$126 million in funding to offset the increased costs of the project from the Federal Government.

Enterprise Bargaining on GCLR3

61. I was aware that John Holland was engaging in discussions with both the AWU and the CFMEU about how to apply BPIC.
62. I recall representatives of John Holland raising the poor behaviour of the CFMEU, and that those representatives had expressed a view that entering an EA with the CFMEU might mitigate the industrial disruption.
63. I recall that after John Holland entered into a Greenfield Agreement with the CFMEU, the AWU filed an objection in the Fair Work Commission (**FWC**), which was successful.
64. I believed the FWC's decision would take the heat out of the arguments about coverage and allow me to push back against the demands of the CFMEU. That is not what happened.
65. Instead, when I met with Mr Ingham to discuss the FWC's decision, Mr Ingham stated to me that the CFMEU did not agree with the FWC, and that he believed it was DTMR's responsibility to ensure its agreement with John Holland stood on GCLR3.

Subsequent Consultation with the CFMEU

66. Once the Transport BPIC was approved, DTMR and I continued to engage with the CFMEU with respect to its application to various projects, including GCLR3 and the Centenary Bridge Upgrade Project (**Centenary Bridge**), which I discuss further below.
67. The CFMEU maintained its position that BPIC required full and mandatory compliance with the BPIC document, including the BPIC sample agreement that was provided as an addendum to tender documents and would not agree with, or even acknowledge, DTMR's position that it was not legal for DTMR to mandate union agreements on contractors or to mandate which unions contractors should have agreements with.
68. In our meetings, I tried to explain that DTMR could not force the civil construction sector to enter CFMEU enterprise agreements.
69. This was an ongoing point of contention between DTMR and the CFMEU.
70. The CFMEU was very strong and forceful in telling us that it was our job to get the civil sector to sign up to the CFMEU pattern agreement. Mr Ravbar communicated at an early meeting that Minister Bailey and Minister de Brenni, Minister for Housing and Public Works, had said that DTMR's job was to impose CFMEU pattern agreements on the civil construction sector via the BPIC policy. This statement was repeated by Mr Ingham on several occasions. I felt that this attitude rendered consultation completely useless because there is no negotiating power where the other party feels that they have some higher power, outside of the room, which endorses their position.

71. Mr Ingham would say things like *'the government's policy is that all civil construction jobs at DTMR should be under a CFMEU pattern agreement'*. Mr Ingham would state this forcefully, like it was fact.
72. When Mr Gartrell was present, he would say things like *'you know that is not true and not possible'*. Mr Ingham would seemingly accept that comment. Mr Gartrell was the only person that seemed to be able to calm the CFMEU down and I was glad to have him in my corner.
73. My team and I reported the CFMEU's position back to Minister Bailey's staff and questioned the purpose of BPIC so that we could ensure we were delivering the policy as intended. Minister Bailey's staff confirmed that DTMR was to implement BPIC, but there was no requirement to impose CFMEU pattern agreements on the industry.
74. Nonetheless, the CFMEU and particularly Mr Ingham were persistent in their attempts to advocate their position, that is, that their interpretation of how BPIC should be applied was the only right interpretation and CFMEU agreements should be in place on civil projects.

Consultation between the CFMEU and preferred tenderers

75. At the request of the Minister's Office, DTMR facilitated consultation sessions between the CFMEU and the preferred tenderers on projects, including GCLR3 and Centenary Bridge.
76. On one occasion, during a session with the CFMEU and representatives of the Georgiou Group, the CFMEU's behaviour escalated and Mr Ingham made threats about people getting fired and sites being targeted. I believe the Centenary Bridge project was specifically mentioned.

Mr Ingham's visits at my office

77. Over a period of approximately two years, between mid-2020 and mid-2022, I received 20 to 30 visits from Mr Ingham at my DTMR office.
78. The process for visitors at my DTMR office was that they would sign in at reception before being escorted up to whatever level they were having a meeting on. Mr Ingham would not sign in but would proceed directly to the floor my office was on. The foyer of that floor was accessible to the public via the lifts, however the office area on that floor was secured by doors with swipe card access only.
79. Mr Ingham would attend my office floor unannounced and without a meeting invitation and he would send me a text message telling me he was at the doors. If I did not meet him when he notified me, he would become upset and tell me he had the phone numbers of Ministers and the Premier and he would escalate his concerns if I behaved in way he felt was not appropriate.
80. Despite Mr Ingham's threats, I would receive feedback from the Minister's Office that Mr Ingham was usually positive of me and that he was supportive of what I was doing, or he would say I was doing the right thing. This feedback was at odds with what Mr

Ingham would say to my face and was difficult to reconcile with his behaviour. It was like gaslighting behaviour.

81. On one occasion, I received a text message from Mr Ingham and I collected him from the lift foyer and brought him to my office. He slammed a pile of documents down on the table and said words to the effect of *'this is why BMD has to go'*. He referred to the documents as 'safety data' about BMD, which was tendering for Centenary Bridge at the time. The documents looked to be all different bits of paper and were not presented to me in a form that had any logic to it. It was clear to me that the outcome Mr Ingham wanted was for BMD to be excluded from Centenary Bridge, but it was not clear to me how the documents he provided supported Mr Ingham's concerns. I asked him to explain what the material was. He immediately became really angry and did not address my query. He was saying things like *'you need to do your job'*, *'you've got to get BMD out'*, *'TMR is shit'*, *'you are shit'*, *'the DG is shit'*, *'you can't have contractors like this on your projects, they have the worst safety record ever'*.
82. I asked him where he had gotten the documents and he said he could not tell me. Mr Ingham insisted that the documents were evidence that BMD should be excluded from the procurement process for Centenary Bridge. As it was a live procurement process, I immediately shut down the conversation and said I would not discuss it. Mr Ingham then said to me: *'If you do not take BMD out of this process, I will stop at nothing to destroy you'*. He had stood up by then and that was his final parting statement before he left. As at the signing of this statement, those documents have not been located.
83. If Mr Ingham rang me to tell me he was at my office and I told him I was not available, Mr Ingham would say either on the phone or the next time I saw him *'You're probably working from home. You fat cats are able to do that'*.
84. Mr Ingham's visits increased over time, particularly during the procurement process for Centenary Bridge.
85. Mr Ingham very often said that the only way BPIC would be properly implemented was if the CFMEU was on the tender selection panels. In addition to raising this with DTMR I believe he also raised it with the Minister's office. I recall Ms van Alphen talking to me about whether the CFMEU should be on the panels. I explained that it would not be appropriate at all to have them on the panels and that there were established probity procedures for all tender processes. She seemed to accept that, but she then asked whether there was a way that DTMR could consult with the CFMEU during tender processes. I again advised that it would not be appropriate to introduce any outside influence into the tender process.

Bruce Highway

86. During my time at DTMR, I received information from time to time from both contractors and DTMR personnel about poor or intimidatory behaviour of the CFMEU on DTMR project sites. This included groups of CFMEU members turning up and accessing various sites without signing in.

87. By way of one example, I was the client lead for a job on the Sunshine Coast Motorway, which was part of the bigger Bruce Highway upgrade project.
88. On 7 November 2017, there was a fatality on the project when a traffic controller working on the project was struck by a car at night. The driver of that car was subsequently charged.
89. In the period after that incident, members of the CFMEU stormed the project site and were running up the temporary lane which had been shut to provide further safety measures. It was reported to me that the members ran onto site via this lane and screamed at persons who were working at the project site. The CFMEU members also used their phones to film themselves running onto site and screaming at the workers who were working. The videos were livestreamed to Facebook. I am not aware how many CFMEU members stormed the site or the identities of any of them.
90. Following that activity, the project site had to be closed down by the contractor for several days. I recall hearing that the supervisor on the site at the time did not come back to work.
91. On a job the size of that project, that type of disruption can cost roughly \$5 million per day.

My decision to leave DTMR

92. On 2 June 2022, I resigned from my employment with DTMR. At that time, BPIC was at its most controversial for DTMR projects because the FWC had recently decided that the CFMEU did not have majority coverage over the civil construction sector. This made the negotiations with respect to Centenary Bridge even more frustrating. My last working day in DTMR was 1 July 2022, following which I took two weeks recreation leave, meaning my formal finish date was 15 July 2022.
93. It was a difficult decision for me to leave DTMR. I had a successful career in the public service up to that point and I reasonably anticipated that my career as a leader in the public service would continue.
94. However, I had reached an impasse with respect to the application of the Transport BPIC and the attitude of the CFMEU. It wore me down constantly dealing with the CFMEU and the lack of reason and rationale they demonstrated. During negotiations and meetings with Mr Ingham and other representatives of the CFMEU, they would respond to any evidence or research I presented by saying *'that's just bullshit'*. It was exhausting.
95. Mr Ingham would also make comments to me like *'if you don't do this our way, we're going to make sure you're sacked'*, which was unpleasant.
96. Mr Ingham very often was accompanied by another CFMEU person in his meetings with me. It was a different male person each time. The other person would not be introduced, other than to say they would be working on some issue or other, and would largely stay silent. I think this was a deliberate intimidatory tactic.

97. I might have been able to persevere for a while longer, but when the CFMEU started making comments about my children, I had to leave.
98. Between March and May 2022, there were three or four occasions where comments were made about my children. These comments made it apparent that the CFMEU knew who my children were, their locations and what they had been doing that day. One of my children was school-aged at the time and the other was first year university.
99. The first comment was made by Mr Ingham. He had been speaking to me about some thing else and out of the blue said words to the effect of '*[child's name] played a really good game of netball this afternoon.*' He used my child's correct name. This was very frightening to me. I had certainly never discussed my children or their activities with Mr Ingham.
100. I spoke to Mr Scales after this comment. He was empathetic, but thought that the CFMEU was maybe just trying to spook me. Even so, he did advise me that I should make an official police report about the matter. At that time I was trying to persuade myself that there was nothing in the comment or to rationalise it to myself, for example it's a only small community where I live, it's possible a member of the CFMEU also has a child playing netball. Mr Scales was countering that logic in his discussion with me and thought I should report it.
101. On another occasion, again at the end of a conversation and out of the blue Mr Ingham said words to the effect of '*I saw your daughter catching the bus on XYZ street.*' He correctly named the street near when my family resides and from where my daughter caught the bus to school.
102. Mr Ingham would make these comments in an offhand manner while we were talking about other things, usually Centenary Bridge. I was shocked and deeply unsettled by the comments and they made me feel ill. I did not have a personal relationship with Mr Ingham and I do not know how he would know about my children's activities or locations.
103. My husband and I decided that, in light of Mr Ingham's deeply unsettling comment, our school-aged child should be dropped at school by her sister rather than catch the bus.
104. On another occasion not long after that, at the conclusion of a meeting, the silent CFMEU person that Mr Ingham had brought to the meeting said that he understood that my school-aged child was now getting a lift to school.
105. The final comment I can recall was again at the conclusion of a meeting, in which road safety had been one of the topics under discussion. Mr Ingham's sidekick, who had been silent during the meeting, made a throwaway comment that there was a high prevalence of accidents involving P-Platers. He just threw that comment in at the end for no apparent reason. My daughter was a P-Plater at the time.
106. I mentioned to Minister Bailey that I was concerned that Mr Ingham's behaviour was getting personal. Like Mr Scales he was empathetic and advised me to speak to the police but offered no tangible support.

107. I had already seen that no action had previously been taken against Mr Ingham or Mr Ravbar regarding their behaviour. I had seen this in respect of the concerns I had raised previously, and the way that Mr Scales had been treated in front of the Minister and his staff with nothing being done about it. I believed that for my concerns to be taken seriously, I would have to make a formal written complaint, but I had a strong fear of retribution. In my mind, the response I would get is that I would be made to feel foolish for raising the complaint. I saw no possible way to deal with this escalated behaviour now including my children.
108. I believe the behaviour was intended to cause intimidation and fear and it did. I tried not to speak to anyone about it, it was so awful. I began to second-guess other incidents. On one occasion, a number of cars on my street had their tyres slashed overnight. My husband and I started to think, is this really youth crime or is it the CFMEU. These comments about my children caused me a high degree of paranoia and fear.
109. My husband and I told our elder daughter she could not drive to or from social outings, or leave any outings by herself by Uber or Taxi, she could only be dropped off and picked up by one of us, even though she had her drivers licence by then and was a university student. We did not tell our children much in the way of detail, but we wanted them to be alert but not afraid.
110. I had never had cause to increase my or my family's personal security before in any role that I had held.
111. As Mr Ingham had previously told me that he would stop at nothing to destroy me, and now that he and the CFMEU were focussing on my children, I felt I had no choice but to remove myself from the situation. I decided to resign from the public service.

QTRIP Briefing on 22 August 2022

112. Shortly before I left DTMR, but after it was announced that I would be leaving my role, I met with Mr Ingham and Ms Hawkswood regarding BPIC. During that meeting, I said to Mr Ingham that he will need to continue the conversation with DTMR due to my resignation. Mr Ingham noted to me that QTRIP was coming up and it was a focus for him. I said to Mr Ingham that if he was focusing on contractors aligning behind a CFMEU agreement and his current tactics were not working, he should think about changing tactics. Mr Ingham said to me *'The CFMEU only has one tactic and that's to burn the house down. That's what we intend to do'*.

Interactions with Mr Ingham after DTMR

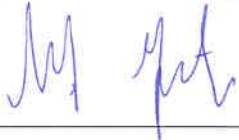
113. I had one further interaction with Mr Ingham after leaving DTMR.
114. It was widely reported in industry publications that I was leaving DTMR to take up a role as the Chief Executive Office (CEO) of SunCentral.
115. SunCentral was established in 2015 as a partnership between Sunshine Coast Council, Walker Corporation and SunCentral Maroochydore Pty Ltd to deliver 240,000 sqm of commercial and retail space and 4,000 residential apartments in

Maroochydore. SunCentral planned to deliver \$4 billion of investment in Maroochydore City Centre over 15 to 20 years. The scale of the investment was well publicised, including when I was announced as the new CEO.

116. After I had started in the role, Mr Ingham came to the SunCentral offices on the Sunshine Coast looking for me. I was surprised and troubled by this. I brought two other male staff members of SunCentral with me and we met with Mr Ingham at a coffee shop nearby. Mr Ingham said to me that he *'wanted a piece of the action'* referring to SunCentral's development projects, and that he wanted to ensure CFMEU agreements were agreed on the projects. One of my colleagues replied that Mr Ingham *'would not get out of bed'* for projects the size that SunCentral was doing (he was making the point that the \$4 billion was made up of a series of small projects over 20 years). It was quite a clever response. Mr Ingham said something like *'I'll still be around because I quite like surfing'* but I got the sense the meeting hadn't gone the way Mr Ingham expected.

117. That was the end of the meeting and I did not hear from Mr Ingham again.

I affirm the contents of this statement are true.

Signature of Deponent 

BRISBANE 24/8/26
Place Date / /


Before me (signature of witness)

HELEN FREEMANTLE
Full name of witness (please print)

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