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

Witness Statement of Michael De'Ath

1. I, Michael Harold De'Ath of [redacted] solemnly and sincerely declare and affirm:

Introduction and background

Education and qualifications history

2. By way of my education and qualifications history, I graduated with a:

   (a) Teaching Diploma from the Christchurch Teachers' College, New Zealand (1987);

   (b) Bachelor of Education from Massey University, New Zealand (1999);

   (c) Master of Educational Administration from Massey University, New Zealand (2004); and

   (d) Executive Master of Public Administration from the Australia and New Zealand School of Government, Victoria University, New Zealand (2007).

Work and professional history

3. My work and professional history is as follows:

   (a) Director, MD Advisory (2024 – current);

   (b) Director-General, Department of Education, Queensland (2021 – 2024), concurrently led the Office of Industrial Relations, Queensland and Office of Racing, Queensland (2021 – 2023);

   (c) Director, KPMG, Canberra (May 2021 – December 2021);

   (d) Deputy Secretary, Crisis Preparedness and Response, Department of Health and Human Services, Victoria (May 2020 – May 2021);

   (e) Director-General, Health Directorate, Australian Capital Territory (2018 – 2020);

   (f) Director-General, Community Services Directorate, Australian Capital Territory (2016 – 2018);

   (g) Deputy Secretary, South Division. Department of Health and Human Services, Victoria (2012 – 2016);

   (h) Acting Deputy Secretary and Regional Director, Department of Education and Training, Victoria (formerly the Department of Education and Early Childhood Development (2009 – 2012);

   (i) Regional Manager, Operational Policy Manager and Project Leader, National Office of the New Zealand Ministry of Education (2002 – 2009); and

   (j) Teacher, School Leader and subsequently the principal of numerous public schools in New Zealand (1987 – 2002).

Decision to terminate Kym Bancroft's employment with the Office of Industrial Relations

4. At some stage prior to 21 April 2023, I became aware of conduct of Ms Kym Bancroft, which I considered required me to either make, or caused to be made, a notification to the Crime and Corruption Commission (**CCC**).

5. Given that this notification was made and there would be some period of time before the notification would be considered by the CCC, I formed the view that Ms Bancroft could not continue in her current role as Deputy Director-General of the Office of Industrial Relations.

6. I recall that I had a discussion on a date I now cannot recall with Megan Barry, Deputy Director-General, People, Information and Communication Services and Nick Seeley, Executive Director, Office of the Director-General in the Department of Education (the **Department)**, the options available to me with respect to Ms Bancroft's employment. These options included either terminating Ms Bancroft's employment or, given that the notification to the CCC had not concluded and no finding of wrongdoing had been made, whether there was an interim role that would be available for her within the Department. My recollection is that the most suitable option for an alternate role was to undertake a piece of work, reporting to Ms Barry within the Department, as this would utilise Ms Bancroft's expertise in Work Health and Safety.

7. On 20 April 2023, I attended a meeting with Ms Bancroft in my office at or around 3:30pm. A copy of the screenshot of my Outlook calendar record of this meeting appointment is annexed to this statement at **Annexure MD-01.** The attendees at this meeting were myself and Ms Bancroft.

8. I recall that I informed Ms Bancroft during this meeting that I was considering terminating her contract and that there were two options for me to do so. The first would be to activate clause 9.1 of Ms Bancroft's employment contract which under clause 9.2 did not require me to give reasons for the termination of her employment. The second option was for her to accept a new interim project role with a Work Health and Safety focus within the Department. I cannot now recall what this precise role was or if indeed a title was decided. I do believe that during this meeting I may have provided Ms Bancroft settlement calculations to assist her decision making should she choose the termination of her contract. These calculations were likely those which were annexed to the Ms Bancroft's ultimate termination letter at **Annexure MD-02**.

9. The meeting concluded such that Ms Bancroft was going to consider the options I provided to her and come back to me with her decision. I considered Ms Bancroft's request for time to consider the options fair and reasonable.

10. I did not take notes during this meeting. Not taking notes in meetings such as this one was my usual practice.

11. On 21 April 2023 at or around 10:00am, I attended a further meeting with Ms Bancroft via Microsoft Teams. A copy of the screenshot of my Outlook calendar record of this meeting appointment is annexed to this statement at **Annexure -MD-01.** During this meeting, Ms Bancroft informed me that she wished for her contract to be terminated and did not wish to accept the alternative interim project role in the Department. I recall this meeting as brief and mutually cordial.

12. Consistent with my usual practice I also did not take notes during this meeting.

13. I subsequently caused a letter to be sent to Ms Bancroft dated 21 April 2023 that terminated her employment contract on the basis set out above. A copy of that letter is annexed to this statement as **Annexure MD-02**.

[redacted]ael De'Ath [redacted] 2

14. I have seen the transcript of Mr Paul Smith's testimony before this Commission on 14 May 2026, in particular P-2539 , L 9 – L 10 where he states that he was told by Ms Bancroft that I told her around the time that I terminated her contract that '[t]*the unions, they've lost confidence in you*'. I do not recall saying this. I was not required to provide Ms Bancroft with a reason for why I was terminating her contract and do not recall doing so.

15. I have requested searches to be conducted by the Department of its records to attempt to locate the following:

    (a) a copy of the letter I sent to Ms Bancroft that terminated her employment with the Department;

    (b) any internal advice I received on the terms of the termination letter, including discussion of an alternative role to be offered to Ms Bancroft within the Department rather than solely terminating her contract (specifically, any advice provided by Ms Barry to me via email);

    (c) any communications between Mr Sealey and Ms Barry relating to the fact that I would be meeting with Ms Bancroft to discuss terminating her employment;

    (d) records of my Microsoft Outlook calendar from the relevant period; and

    (e) any email records that confirm Ms Bancroft accepted the proposed termination and not any alternative position.

16. As at the date of this statement, I have been provided with:

    (a) two screenshots of my Microsoft Outlook calendar on 20 and 21 April 2023, copies of which are annexed to this statement as **MD-01;**

    (b) the letter of termination that I sent to Ms Bancroft on 21 April 2023 that I annexed as **MD-02**.

17. I have otherwise been informed that the Department has been unable to locate any other responsive documents to my request.

18. Given the nature of the notification to the CCC and the confidentiality obligations in the *Crime and Corruption Act 2001* (Qld) I did not request a copy of the notification or any correspondence exchanged with the CCC from the Department that would be able to assist me to confirm the precise timing of this notification.

This declaration was made, signed and witnessed under part 6A of the *Oaths Act 1867*.

AFFIRMED at Brisbane on 5 June 2026

MICHAEL HAROLD DE'ATH

[redacted]
Signature of deponent

BEFORE ME:

[redacted]

RYAN ANDREW BRANCH
AUSTRALIAN LEGAL PRACTITIONER

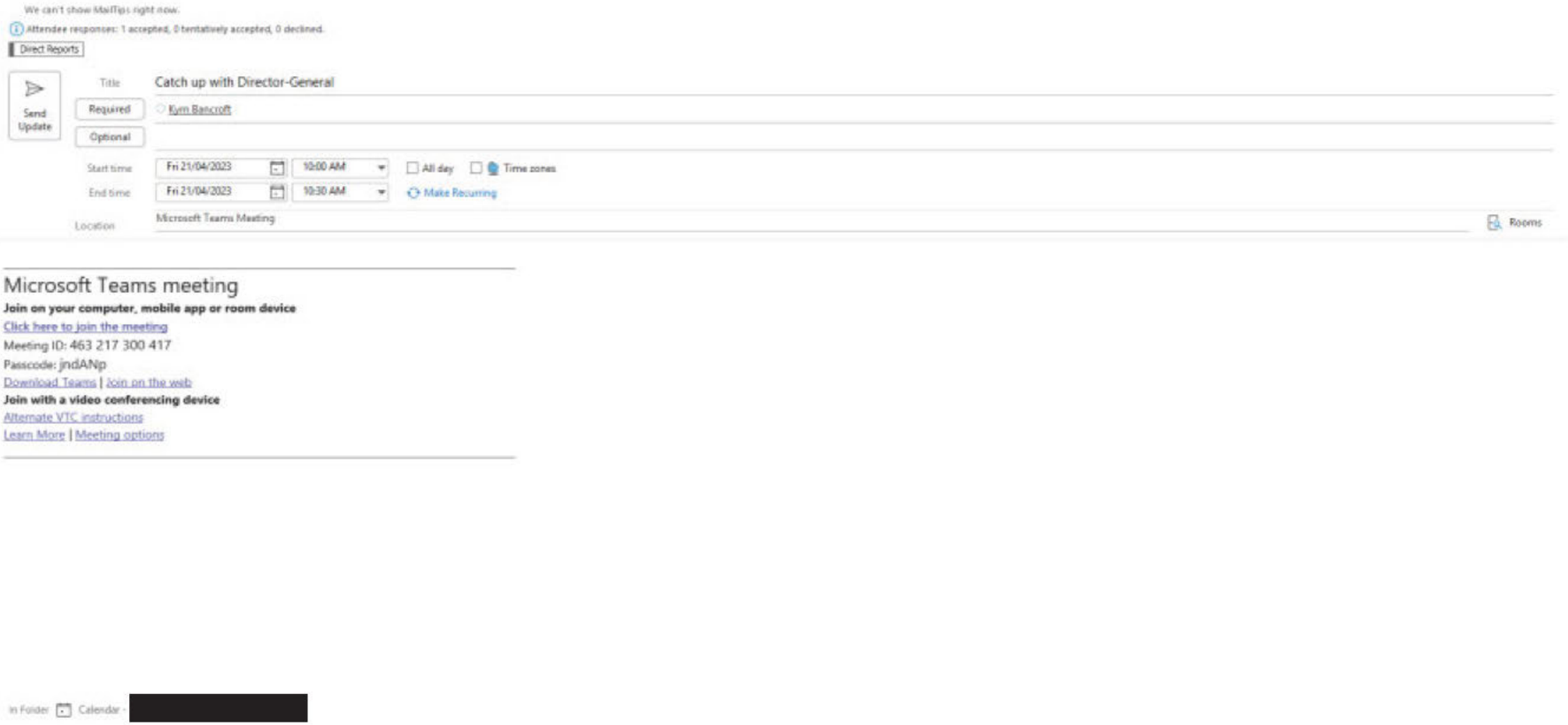
Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

ANNEXURE SHEET

This is the document referred to as MD-01 in the statement of Michael De'Ath affirmed at Brisbane on 5 June 2026.

[redacted]
Michael Harold De'Ath

[redacted]....
egal Practitioner)



B:102612452_1 RYB



Purpose
Catch up

Organiser:
Lisa Pennisi, Senior Executive Officer to the Director-General | [redacted]

In Folder Calendar - [redacted]

B:102612452_1 RYB

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

ANNEXURE SHEET

This is the document referred to as MD-02 in the statement of Michael De'Ath affirmed at Brisbane on 5 June 2026.

[redacted]
Michael Harold De'Ath

[redacted]
al Practitioner)

Queensland Government

Office of the
Director-General

Department of
Education

21 APR 2023

Ms Kym Bancroft
[redacted]

Email: [redacted]

Dear Ms Bancroft

I am writing concerning your contract of employment under the *Public Sector Act 2022* as Deputy Director-General, Office of Industrial Relations.

I have determined that it is necessary to activate clause 9.1 of your senior executive service (SES) contract of employment (the Contract) which provides for the termination of your employment prior to the completion date by notice given not less than one month before the termination date.

This letter serves as notice to you of the termination of your contract effective from 21 April 2023. In accordance with clause 9.2 of the Contract, I am not required to provide a reason for the termination of your employment.

During this notice period, you are directed under clause 13.1 (g) of your Contract to take special leave on full pay and without debit to any of your leave accounts, and to not undertake or attend work, until the date of effect of the termination of your appointment and contract.

Under clause 14.1 of your Contract, you may be eligible for certain payments upon termination – an estimate of these entitlements is enclosed. For further information concerning these severance benefits, please contact Mr Nick Seeley, Executive Director, Office of the Director-General, on [redacted]

I take this opportunity to remind you of your obligations under clause 17 of your Contract and the Code of Conduct for the Queensland Public Service, in particular, your duty of fidelity in relation to non-disclosure of confidential information, which continue to apply after the termination of your Contract.

Enclosed is the Queensland Government Employment Separation Checklist which is required to be completed by Chief Executive and SES Officers (and equivalent) who separate from the Queensland Public Sector.

In accordance with the Separation Checklist, you are required to return your government-owned telephone, computer, corporate credit card or other government-owned equipment or materials in your possession on or before the termination date of your Contract. The completed Separation Checklist should be returned to Mr Seeley as negotiated.

I thank you for your service to the Office of Industrial Relations and wish you well for the future.

Yours sincerely

[redacted]

MICHAEL DE'ATH
Director-General

Ref: 23/300111

Enc

1 William Street Brisbane
Queensland 4000 Australia
PO Box 15033 City East
Queensland 4002 Australia
[redacted]
Website www.qed.qld.gov.au
ABN 76 337 613 647

Financial Year 2022/2023	CASH EQUIVALENT PROVIDED FOR	BANCROFT Kym [redacted]	Basic Information
Payroll system -	ACE Aurion	Date of Birth	[redacted]
Office of Industrial Relations		Age at Separation Date	[redacted]

								Employment Details
Eligible Service Start Date	01/08/2022	Separation Date	21/04/2023	Separation Type	SES/SO Contract Ceased			
Substantive Class/Rank	SES4/5	Is RCLV rate diff to SUBS $FN	NO	Is LSLV rate diff to SUBS $FN	NO	Hrs Worked/FN	72.50	
Substantive FULL TIME Salary/FN	$ 10,602.10					FULL TIME Equivalent Hrs	72.50	

ALLOWANCES PAYABLE-Under both LSLV and RCLV

Allowance 1	$	Allowance 2	$	Allowance 3	$	Allowance 4	$	Allowance Details
ZCAR	1034.91							

ALLOWANCES PAYABLE-Under RCLV only

Allowance 1	$	Allowance 2	$	Allowance 3	$	Allowance 4	$

	Hours		Estimated Tax	Long Service Leave Balances
Lump B - Pre 78		0.00	0.00	
			EstimatedTax	
Lump A - Pre 93		0.00		
Lump Mar - Post 93		0.00		

	Hours	Work Breakup		Estimated Tax	Recreation Leave
Rec Leave Balance	40.3000	5893.31	575.27	3016.00	

	Hours		Estimated Tax	
ATL Balance			0.00	

		Units	Gross L/L	Estimated Tax	Loading Balances
Loading is Units or Hours	Units	Leave Loading 1	9.91700	1450.22	676.00
	320.00	Leave Loading 2		0.00	
Is there an allowance which is used to calculate loading on top of salary?	NO				

Public Holidays - Payment of cash equivalent of Lump C category are based on -			Recreation Leave (RECC) FT	Public Holiday Details
Payment is for public holidays which fall on/between the dates of	Start Date	End Date		
	22/04/2023	28/04/2023		
	Hours		Estimated Tax	
Hours of Public Holidays		0.00	69164.00	

230000

Separation Summary	Gross	Tax	Separation Summary
Payments of earnings/leave/arrears (impact on ETP/WOI ie overtime)			
Other adjustments (no impact on ETP/WOI ie reversal of termination)		$0.00	
Long Service Leave Gross	$0.00		
Recreation Leave Gross	$6,468.58		
Public Holidays Gross	$0.00		
Leave Loading Gross	$1,450.22	Incentive Payment? NO	
Separation Payment	$125,952.95	0	
Severance payment	$21,204.20	Total $147,157.15	
		Work Units 1006.30	
Gross	$155,075.95		
Overpayment owing (Net)	$0.00		
Superannuation owing		Processed by	
Tax owing on Cash Equivalent	$72,856.00	April Burgess	
Tax owing on Incentive/Severence payments	$0.00	Checked by	
Deductions		Kirsty Alexander	
Total Net Due	$82,219.95	Service Now Job	
		HR6565524	