

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

WITNESS STATEMENT OF ROBERT JOHN MCPHERSON

I, Robert John McPherson, swear:

Background

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. Relevantly, for the purpose of this statement, I was formerly the Director of Training and Workplace Relations at the Cross River Rail Delivery Authority (**Delivery Authority**). The Delivery Authority was established to oversee and facilitate the planning, procurement and delivery of the Cross River Rail (**CRR**) Project.
3. I have extensive experience in industrial relations and workplace relations in the construction, mining and major-project sectors. I have worked nationally in senior industrial-relations leadership roles for more than 30 years, with a predominantly private-sector career focused on the construction, mining and resources industries.
4. I am also a lawyer and was admitted to practise in the Supreme Court of Queensland in 2018.

Overview of Professional Experience

5. Early in my career, I worked for employer associations including the Australian Industry Group (AIG). It was at AIG that I commenced to do industrial relations work for members within the construction industry. That work included enterprise agreement negotiations, generalist IR advice and FWC advocacy to multiple construction projects and contractors including the then construction of the Millmerran Power Station being built by Bechtel at a cost of circa \$1.5B. I recall at that time having responsibility within AIG for coordinating Bechtel's successful proceedings in the QIRC, with external counsel, in response to a major week-long strike at Millmerran that dealt with issues related to the withdrawal of labour in response to concerns about allegedly imminent risks to safety.
6. I was subsequently recruited by Bechtel to work, as part of the site-based employee relations team on the construction of the then Comalco Alumina Refinery Project at Gladstone. My recollection is that the project was valued at circa \$1.5B and my role within the ER team included supporting the management of ER across multiple tier one contractors and the Bechtel direct hire workforce.
7. After working for Bechtel in Gladstone, I returned to the AIG and continued to focus on industrial relations work for members within the construction industry. My work during this period included being engaged by 'Walter Construction' to provide site-based IR support on the construction of the then Paradise Dam near Childers.
8. Following this second period with AIG I was recruited by Thiess – during my circa six (6) years with Thiess I held the following IR roles - Industrial Relations Manager for QNP, IR Manager – Australian Mining, National Manager – Industrial Relations. My work for Thiess included the management of IR strategy and governance, enterprise bargaining – both greenfield and the re-negotiation of EAs, dealing with IR dispute

and disruption and generalist IR advice for Thiess construction projects and mining operations. During my period at Thiess, I led the organisation's response to and management of the introduction of the ABCC and the related Code of Practice and Guidelines. Whilst at Thiess I was invited by the then Australian Mines and Metals Association (AMMA) to join their Board Reference Group (BRG) which was comprised of senior and experienced workplace relations practitioners. The BRG is a significant and longstanding advisory group, that informed AMMA's policy directions, responses to industry threats.

9. Following my employment with Thiess I was recruited by BHP Iron Ore Major Projects as the IR Manager for their then expansion and upgrade of the Iron Ore mining operations in the Pilbara and Port Hedland – my recollection is that the expansion had a value in excess of circa \$7B.
10. The BHP IOMP role included preparing the IR and industrial instrument strategy for the projects and also the proposed (though not implemented) development of the outer harbour of Port Hedland involving a substantial programme of dredging and the construction of new loading berths. The role also involved the management responsibility of IR for the programme of construction across multiple sites and included management responsibility for the Pingku Indigenous Traineeship Programme.
11. Following my time with BHP IOMP – I commenced to operate my own IR Consultancy and was approached by a group of the major hydrocarbons producers in WA to coordinate the re-negotiation of the offshore vessels EAs. These EAs and sector of the resources industry covered the construction and operations nationally of the offshore hydrocarbons industry – which at that time was experiencing a once in a generation expansion with construction projects including Ichthys, Wheatstone, Gorgon and Pluto. These projects collectively would have had a capital value of circa \$50B. This role operated within the then Australian Mines and Metals (AMMA) employer association and involved coordinating and leading the relevant members/employers in the development and execution of their renegotiation strategy against the MUA and acting as liaison with the hydrocarbon's producers.
12. In my capacity as an Industrial Relations Consultant located in WA my work also included assisting Inpex's then Ichthys Project and the resolution of the re-negotiation of the EA related to the laying of the subsea pipeline and a related safety and industrial dispute. I also, whilst in WA assisted Murdoch University in the renegotiation and termination of their EA as part of a wider coordinated EA re-negotiation campaign amongst the publicly funded WA universities.
13. Since relocating to Queensland my consultancy work has included assisting AMMA, Adani/Bravus Mining & Resources, ConocoPhillips, Boral, Suncorp/Corrs, Brunel Energy Australia, the Northern Territory Chamber of Commerce and Industry, Landbridge Australia - Darwin Port and Go2 Recruitment and Labour Hire. I was also engaged by the Northern Territory Chamber of Commerce and Industry to Chair and write their Strategic Workplace Relations Review Committee Report into Workplace Relations 2020 – 2030.
14. Most recently I have been engaged in the role of Industrial Relations Manager and Superintendent's Representative for Visy Industries Australia Pty Ltd on their Glass Manufacturing and Recycling Construction Project located at Yatala in South-East Qld. This role was part of the leadership team for the project and held wide ranging responsibilities including oversight of industrial relations, shared services, safety and the resolution of all contractual and commercial disputes.

15. During my 30-year career I have interacted and dealt professionally and collaboratively with unions from multiple industries and sectors of the economy and every major construction union in the country – including the direct negotiation of greenfield EAs, the renegotiation of EAs and all manner of industrial disputes.

My role at the Delivery Authority

16. I commenced with the Delivery Authority on 2 July 2018 and remained employed until 28 June 2019. I was employed on a fixed-term, full-time basis.
17. I reported to Matthew Martyn-Jones, the General Manager - Strategy, People, Communications and Engagement. Mr Martyn-Jones reported to Graeme Newton in his capacity as Chief Executive Officer of the Delivery Authority.
18. Mr Newton had approached me through mutual professional contacts. I understood that the Delivery Authority wanted an experienced industrial-relations practitioner to advise it during the procurement phase of a major construction project.
19. My role included providing specialist industrial-relations and workplace-relations advice concerning the procurement of the major Project packages, engagement with unions, training policy, industrial-relations risk and the application of the Queensland Government's Best Practice Principles (**BPP**).
20. During the period of my employment, the Delivery Authority was conducting the tender process for the CRR Project. I understood the Project at that time to have an estimated value of approximately \$5.5 billion and an advised date for practical completion in 2024. From a contractual perspective, I understood that the CCR Project comprised three principal packages: the Tunnel, Stations and Development package (**TSD**), the Rail Integration Systems package (**RIS**) and the European Train Control Systems package (**ETCS**).
21. My recollection is that the TSD package was intended to operate commercially as a Public Private Partnership, while the RIS package was to operate under an alliancing model.
22. I worked with the leadership of the Delivery Authority, including Mr Newton and Mr Martyn-Jones, and was part of the bid assessment teams. I provided strategic and governance advice about industrial relations, the way in which the Delivery Authority should engage with the consortia and the assessment of the industrial-relations components of their bids. I also worked on developing the training framework which the Delivery Authority intended the Project to implement during construction.
23. The Delivery Authority was aware of the Tunnelling and Underground Construction Academy (**TUCA**) which had been implemented in the United Kingdom and was interested in exploring whether a similar concept, or a Centre of Excellence model, could be applied to the Project. I led the initial work on those concepts with organisations including Construction Skills Queensland (**CSQ**), the Civil Contractors Federation (**CCF**) and TAFE Queensland.
24. I recommended that a dedicated Training Manager be engaged to take that preliminary work and develop it into an actionable training plan for the execution phase. My recollection is that this recommendation was adopted and that a dedicated Training Manager was employed toward the end of my tenure.

25. I was also responsible for assessing the training plans submitted by the consortia as part of their bids.
26. I was not employed by the Delivery Authority during the later execution phase of the Project. I therefore do not have first-hand knowledge of the conduct occurring on Project sites after my departure, including the later safety campaigns, work stoppages and industrial action.

Industrial relations context of the CRR Project

27. The CRR Project included substantial tunnelling, civil construction, station and building works. From my experience and understanding of the relevant union rules, the Australian Workers' Union (**AWU**) had the principal industrial coverage of tunnelling and much of the civil work. The CFMEU had stronger coverage in relation to building and construction work outside the tunnel portals.
28. That coverage position was important to understanding the CFMEU's approach to the CRR Project. A union with clear coverage of the relevant work could ordinarily expect to bargain with the contractor appointed to perform that work. In the case of the tunnelling and much of the civil works, I expected the AWU to bargain with the successful contractor in the ordinary course.
29. In that context, the CFMEU, by contrast, required assistance or leverage to obtain a broader role on work over which its coverage was limited or disputed.
30. In my view, the successful consortium would ordinarily have been likely to negotiate a greenfields enterprise agreement with the AWU and other unions whose rules covered the relevant work. I considered that an agreement which sought to give the CFMEU coverage of work outside its rules could be vulnerable to challenge in the Fair Work Commission.
31. My guidance to Mr Newton was that the CFMEU was pressing the Government and the Delivery Authority to include it in the Project's industrial arrangements because an orthodox approach to union coverage could otherwise leave the CFMEU with more limited involvement and control over the substantial tunnelling component. I also considered it extremely unlikely that the CFMEU and AWU would amicably agree to divide coverage of the works between themselves.
32. I recall Mr Newton asking me why the CFMEU was pursuing its interests through Government and the Delivery Authority. I explained to him that, in my view, the answer was the coverage issue. I said words to the effect that the tunnelling component was principally AWU work, whereas the CFMEU's clearer coverage was outside the portals and in the building work. My impression from that discussion was that Mr Newton had not previously appreciated the significance of union constitutional coverage and the demarcation between the AWU and CFMEU.
33. I later understood that CPB Contractors Pty Ltd, sought to negotiate with several unions, but that the CFMEU would not agree to arrangements involving the AWU. I did not personally participate in those later negotiations and my knowledge of them is not first-hand.

The Best Practice Principles

34. On or about 18 July 2018, a woman attended the Delivery Authority's office and met with Mr Newton, Mr Martyn-Jones and myself. She provided us with advanced copies

of the BPPs. I cannot recall her name however my recollection is that she worked within the Office of Industrial Relations or the Department of Housing and Public Works.

35. I recall her saying words that *"because you're in the family of government, I can tell you that this is hot off the desk of the CFMEU"*. That comment struck me as unusual.
36. I was struck by the statement concerning the CFMEU because, if correct, it suggested to me that the CFMEU had exercised direct influence over government procurement policy at a time when the tender for a project worth approximately \$5.5 billion was already underway.
37. The purpose of the meeting, as I understood it, was to informally advise the Delivery Authority that the BPPs were about to be formally released and that the Delivery Authority would be required to apply them to the tender process.
38. Before that meeting, the Delivery Authority was already aware that the BPPs might be applied to the Project, although it had limited information about their content. I recall that the tender documentation had already advised proponents of requirements arising from the Queensland Procurement Policy (**QPP**).
39. My initial advice was that the BPPs were manageable. A tenderer could explain in its industrial-relations management plan how it proposed to deliver the Project, comply with the federal regulatory framework and satisfy the BPPs. Because the BPPs were expressed broadly, I considered that the consortia should be capable of addressing them, but I was concerned about the commercial consequences of changing the requirements after the tender process had commenced.
40. The procurement process was already underway when the BPPs were introduced. The tender requirements therefore had to be amended, and the proponents were required to respond further on the BPPs, particularly their industrial-relations arrangements. My recollection is that the Requests for Proposals (**RFPs**) were originally due to close for RIS on or around 30 August 2018, for TSD on or around 5 October 2018, and for ETCS during September 2018. I considered that an addendum requiring bidders to demonstrate compliance with the BPPs at that stage was likely to create confusion and a risk of additional cost if bidders considered compliance more expensive than the footing on which the original RFPs had been issued.
41. I was substantially involved in reviewing and reassessing the proponents' tender material against the BPPs. This was a large exercise involving detailed review of extensive written submissions. During the fourth quarter of 2018 and the first quarter of 2019, this involved a significant amount of additional work. The consortia issued multiple Requests for Clarification about the intended operation of the BPPs and their consequences for the consortia's industrial-instrument strategies.
42. I distinguish those original BPPs from the BPICs. In my understanding, the BPICs became much more prescriptive and operated in practice as a quasi-industrial instrument which government departments required contractors to apply on government projects.
43. That distinction mattered because the original BPPs did not themselves prescribe the wages and conditions to be paid. In my view, bidders therefore had to value the risk of the difference between being free to determine and negotiate wages and conditions themselves and the possibility that the BPPs would later be used to direct a particular industrial outcome.

44. I considered that the BPPs did not require the Delivery Authority to prescribe wage rates or negotiate a project-wide enterprise agreement with the unions. In my view, requiring the Delivery Authority to determine industrial terms for the future contractors would have been commercially unsound and inconsistent with achieving value for taxpayers.
45. The major proponents were corporations operating within the federal workplace-relations system and were subject to applicable federal procurement and building-code requirements. In my view, the Delivery Authority could not simply require them to adopt an agreement negotiated by the Delivery Authority with the unions.
46. In February 2019, I recall being provided with a copy of a letter from the Deputy Premier, Jackie Trad, to the Chairman of the Delivery Authority, Paul Lucas.
47. I understood the letter to state that the Government considered best practice industrial relations practices to include terms of engagement such as those applying on the Queen's Wharf development. I also recall that the letter directed the Delivery Authority to ensure that bidders engaged with employee representatives, which I understood to mean unions, during the procurement process.
48. I regarded that letter as confirmation that the BPPs were not intended to operate merely as broad procurement principles, but were being used to direct the consortia toward wages and conditions comparable to those applying on the Queen's Wharf project.
49. I considered the content and level of direction in the letter inappropriate. In my view, the interests of Queensland taxpayers were better served by leaving the consortia to bear and manage the industrial-relations risk, including determining and negotiating the applicable wages and conditions.
50. I also understood the Queen's Wharf project to be covered by a CFMEU enterprise agreement containing restrictive provisions, including substantial rostered days off. By contrast, the CRR Project, particularly during its initial tunnelling phase, involved work principally covered by the AWU and required flexible operating arrangements.
51. I am informed that a copy of the letter is Annexure GN-113 (page 405) to Mr Newton's Statement, which has already been tendered into evidence.

Engagement with unions

52. Shortly after I commenced, Mr Martyn-Jones asked me to contact the relevant State union Secretaries and commence dialogue concerning the Project.
53. I telephoned the relevant unions. The State Secretaries or officials I sought to contact included Steve Baker of the Australian Workers Union (**AWU**), Rohan Webb of the Australian Manufacturing Workers' Union (**AMWU**), Peter Ong of the Electrical Trades Union (**ETU**) and Michael Ravbar of the Construction Forestry Mining and Energy Union Qld (**CFMEU**). I was able to have an introductory call with Mr Baker and subsequently met with the AWU during my employment. The only other union official who initially returned my call was Rohan Webb of the AMWU.
54. Mr Webb told me words to the effect that the unions were unhappy that I had obtained the Delivery Authority role, that they intended to do something about it and that no one would meet with me. He said, as a courtesy, that the other State Secretaries were

aware that I had been calling, had spoken among themselves, did not know how I had obtained the role, were angry that I had been engaged and wanted me removed.

55. I was surprised by that response. I had been working in Western Australia from approximately 2010 to 2017 and had not had recent dealings with the Queensland construction unions. I was not aware of any particular incident that explained the level of hostility.
56. Mr Webb referred to an alleged earlier dealing which he said had angered him. I told him that I had no recollection of the matter he was referring to and thanked him for telling me directly what he said was the position of the unions. I reported the substance of my conversation with Mr Webb to Mr Martyn-Jones.
57. In about July 2018, I prepared guidance for Delivery Authority personnel concerning meetings with union officials. My advice was that staff should not meet with union representatives concerning procurement or industrial matters without prior approval and appropriate controls. The purpose of that guidance was to protect the commercial responsibilities of the tendering contractors and the integrity of the procurement process. The Delivery Authority was not the employer of the proposed construction workforce and had to avoid creating probity or federal compliance risks.
58. Between approximately July 2018 and November 2018, I had discussions with representatives of the AWU, including Mr Baker. I encouraged the AWU to ensure that it had an appropriate organisational structure and sufficient resources to participate effectively in a project of this scale, particularly given its coverage of tunnelling work.
59. I did not have substantive dealings with the CFMEU during this period.

The proposed project or framework agreement

60. On 30 July 2018, a meeting took place between representatives of the Delivery Authority and the CFMEU. I was not present at that meeting. I later understood from internal discussions and records that the CFMEU proposed the following:
 - (a) that the Delivery Authority make an enterprise agreement directly with relevant unions, including the CFMEU; or
 - (b) that the Delivery Authority establish an industrial framework that would apply to the contractors who were engaged to perform work on the Project.
61. During my employment, and while the tender process remained underway, I attended multiple internal meetings with Mr Newton, Mr Martyn-Jones and others at which I was informed that the Deputy Premier's Office had also advised that the CFMEU was demanding that the Delivery Authority make a greenfields enterprise agreement with the CFMEU or establish a framework agreement that would apply to contractors. I understood the proposal to be that the terms of that agreement would then be required to be adopted and applied by the successful consortium or consortia on the Project.
62. My verbal and written advice was sought about that demand, and I advised that it should be opposed.
63. My reasons included that, in my view, the proposal was contrary to the *Fair Work Act 2009* (Cth), was inconsistent with the then applicable ABCC Code and Guidelines, would be opposed by proponents which were themselves bound by the federal framework, would be opposed by the AWU because of its predominant coverage of

the tunnelling work, and was not in the interests of the State for a public-sector statutory authority to dictate wage rates and conditions for the construction workforce.

64. The request was taken seriously, and legal advice was sought from King and Wood Mallesons on the following questions:
 - (a) the risks attaching to the Delivery Authority developing a project agreement in its own right, or with site contractors (including the successful consortium) being obliged to adopt specific employment terms, including in the form of an enterprise agreement with particular unions; and
 - (b) the efficacy of the Delivery Authority developing a project agreement in this way or dictating terms, taking into account standard practice on similar types of projects.
65. Because of the importance of the issues under consideration, a further peer review on these questions was sought from Herbert Smith Freehills in November 2018.
66. I recall that the legal advice and communications between the Delivery Authority and the Deputy Premier's Office took some months to resolve. I became concerned that a matter which I regarded as relatively straightforward was taking so long and began to form the view that part of the process involved exploring whether the Government could find a way to accommodate or acquiesce to the CFMEU's demand.

Engagement of Paul Inches

67. At about 9:30am on Tuesday 30 October 2018, Mr Martyn-Jones came to my desk and said words to the effect: *"don't ask how this has arisen, but we have met with Paul Inches and we will be using him as a consultant to work with the union on training; we need you to work with us on this to make life easier for all of us"*. I understood "we" to mean Mr Newton and Mr Martyn-Jones.
68. I was not involved in selecting or recommending Mr Inches. His engagement was presented to me as being principally concerned with training. When I asked who Mr Inches would report to, I was told that he would report to Mr Martyn-Jones.
69. I knew of Mr Inches through industrial relations circles. I understood that he had longstanding connections with the labour movement and the Australian Labor Party. I formed the view that he was being engaged because he would be acceptable to the construction unions and could act as a conduit between the Government, the Delivery Authority and those unions. I considered his engagement was not explained by specialist knowledge of construction industrial relations or training, but by his capacity to communicate with and be accepted by the unions.
70. I asked expressly how Mr Inches's engagement had arisen. My notes reflect that I was told that the unions had provided his name to the Deputy Premier's Office and that his name had then been passed to Mr Newton.
71. I was deeply concerned by that explanation because I considered that it demonstrated that the unions were able, through the Deputy Premier's Office, to influence the internal operation of the Delivery Authority.
72. I expressed that concern directly to Mr Newton and Mr Martyn-Jones. I said words to the effect that Mr Inches would operate as a conduit for the CFMEU. They disagreed and said that his role would be controlled.

73. On the afternoon of 30 October 2018, I arranged a meeting with Mr Martyn-Jones and proposed that Mr Inches should report to me, that a detailed scope of work should be developed which confined him to training tasks expressly directed through my role, and that the Delivery Authority should protect itself against the obvious inference that Mr Inches was a “union plant” within the organisation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

78. On or around 13 November 2018, I attended a meeting with Mr Inches and Mr Martyn-Jones. I recall that Mr Inches expressed frustration and confusion about his role and about the negotiation of a Project Agreement. My impression was that he expected to be involved in developing the Project enterprise agreement.
79. I recall Mr Martyn-Jones explaining to Mr Inches the status and timetable of the procurement, the Delivery Authority's probity obligations, and that Mr Inches was a contractor engaged in relation to training and could not be empowered to negotiate an enterprise agreement on behalf of the Delivery Authority.
80. It was never made clear to me that Mr Inches reported to me. In practice, I understood that he operated with the oversight of Mr Newton and Mr Martyn-Jones. I was not informed of all the union meetings in which he participated. However, I always became aware that union representatives were attending the Delivery Authority's office because Mr Inches was present in the office. I otherwise was not aware of what work he did.

Intervention by the Deputy Premier's Office

81. At about this time, Mr Newton called me into his office and told me that he had been summoned to meet with Minister Trad, who was also the Minister with responsibility for the Project, and that the topic of the meeting was my employment.
82. Mr Newton said words to the effect that I might not survive the issue and that, if he had to let me go, he would have to do so. I distinctly recall him saying words to the effect, *“sorry mate, but if I have to let you go, then I have to let you go”*.
83. I responded that this was how governance problems began. I said that the purpose of having a specialist delivery authority included employing people with the experience to

give independent professional advice, even where that advice was not welcomed by a union or political stakeholder.

84. I was astounded by the prospect that the Deputy Premier might intervene in, and potentially affect, my employment. I told Mr Newton that this sort of interference did not bode well for the Delivery Authority or for the management of industrial relations on the Project.
85. I explained that, as I understood it, a principal reason for establishing a specialist Delivery Authority and engaging me was to enable a more private-sector approach to delivery and to ensure that the Authority had access to specialist private-sector construction industrial-relations expertise. I recall Mr Newton expressing strong agreement with those observations.
86. Mr Newton's meeting with the Deputy Premier was, to my recollection, scheduled within days. I asked him to let me know the outcome.
87. After the meeting, Mr Newton returned and told me words to the effect that I had "survived". He met with me briefly almost immediately after the meeting with the Deputy Premier. Nothing was said to me at that time about restricting the ongoing performance of the full range of functions in my role.
88. I nevertheless began to become sceptical about Mr Newton's commitment to the principles we had discussed. That scepticism arose because, in the same sequence of discussions, he had both agreed with my assessment of the industrial-relations and governance risks and told me that he might nevertheless have to terminate my employment.
89. I was not present at Mr Newton's meeting and do not know precisely what was said. From what Mr Newton told me, the earlier comments made by Mr Webb and the events which followed, I understood that unions had complained about me through the Deputy Premier's Office and wanted me removed or excluded from union engagement.
90. My recollection is that the discussion concerning the Deputy Premier's Office occurred before or around the time of Mr Inches's engagement.

Email dated 9 December 2018

91. By 9 December 2018, I understood that the CFMEU had said that it would not meet with the Delivery Authority if I attended future meetings. I do not recall who communicated that position to me. From my recollection, this occurred after Mr Newton had met with Minister Trad.
92. On 9 December 2018, I sent an email to Mr Newton and Mr Martyn-Jones concerning the issue. I am informed that the email is Annexure GN-12 (page 69) to Mr Newton's statement, which has already been tendered into evidence.
93. This was a particularly important period for the commercial and industrial-relations setup of the Project. The bids had closed, my role was solely responsible within the Delivery Authority for assessing their compliance with the BPPs, the Delivery Authority was organising briefings with unions, the CFMEU continued to press for a Project enterprise agreement, and external legal advice was being obtained about the risks associated with the Delivery Authority developing such an agreement.

94. Before sending the email, I had told Mr Newton and Mr Martyn-Jones in informal discussions that refusing to meet with a particular management representative was a common union tactic and that the Delivery Authority should stand its ground. My advice was that the CFMEU should be invited to attend and, if it declined, the consequence should be left with the union.
95. I also advised that, if the Delivery Authority maintained that position, I expected the CFMEU would eventually attend rather than allow the other unions to meet with the Delivery Authority in its absence.
96. In the email, I stated that my role should attend the proposed meeting and recommended that the Delivery Authority not accept the CFMEU's demand. I was concerned that allowing a union to dictate which Delivery Authority officers could attend would create a precedent under which any person the union disliked or disagreed with could be removed or sidelined.
97. I also said that accepting the demand would communicate that the Delivery Authority was prepared to acquiesce to union pressure.
98. I referred in the email to union demands for a project or framework agreement which could require the Delivery Authority to act unlawfully or contrary to its obligations and could expose the Project to additional costs in the hundreds of millions of dollars.
99. My concern about legality arose from the Delivery Authority's role as procuring authority rather than employer, the integrity of the tender process and the federal regulatory obligations applying to the proponents. My concern about cost arose from the potential effect of prescribing elevated rates and conditions across a very large workforce and across multiple contractors and subcontractors.

Response to my email and exclusion from meetings

[REDACTED]

[REDACTED]

[REDACTED]

103. From about that time, I did not participate in substantive meetings between the Delivery Authority and the CFMEU. I continued to have some dealings with the AWU.

104. I remained employed by the Delivery Authority and continued to provide internal industrial-relations advice. In particular, I reviewed the proponents' tender responses against the BPPs. However, the union-engagement aspect of my role was substantially constrained.

105. I formed the view that my exclusion from CFMEU meetings resulted from pressure applied by the unions. That view was based on Mr Webb's earlier comments, what Mr Newton told me about the issue raised through the Deputy Premier's Office, the CFMEU's stated refusal to meet if I attended, my subsequent non-attendance at meetings and the increasing use of Mr Inches as the intermediary dealing with the unions.
106. My concern about being sidelined was not principally personal. In my view, meetings concerning significant industrial relations issues required appropriate technical and professional representation on behalf of the Delivery Authority. I considered that excluding the officer responsible for workplace relations reduced the Delivery Authority's capacity to protect its legal, commercial and procurement interests.
107. I have since reviewed Mr Newton's evidence to the Commission. I agree with his evidence that I did not participate in further union meetings after December 2018 but remained employed and continued to provide advice. I understand that Mr Newton has accepted ultimate responsibility for the decision to sideline me. I was not told that I was being excluded from meetings for the purpose of avoiding further antagonism with the unions.

I swear that the contents of this statement are true.

Place: Brisbane Date: 21 / 09 / 2026

Be (signature of witness)

TARA ANN HOGAN

Full name of witness (please print)

☐ Justice of the Peace (JP No.)

☐ Notary public

☒ Lawyer

☐ Other authorised person (specify):