

GERDAPVT00427
08/08/2018

GERDA
pp 00427-00457

COMPULSORY
EXAMINATION

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INDEPENDENT COMMISSION AGAINST CORRUPTION

STEPHEN RUSHTON SC
COMMISSIONER

COMPULSORY EXAMINATION

OPERATION GERDA

Reference: Operation Gerda E17/0445

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 8 AUGUST, 2018

AT 11.30AM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

This transcript has been prepared in accordance with conventions used in the Supreme Court.

THE COMMISSIONER: Take a seat. This is a compulsory examination of Dennis Smith. It's being conducted for the purpose of an investigation of an allegation or complaint of the following nature. One, from 2014, staff of S International Group, that's SIG, Sydney Night Patrol & Inquiry Company Pty Limited, SNP, and/or the University of Sydney have made false entries on daily time sheets, claiming for staff who do not actually work or who no longer work at U S, Sydney University and/or who were overseas or otherwise unavailable to work at the times claimed. Two, from 2014 SIG, SNP and/or the University of Sydney staff edited daily time sheets to include staff that did not actually work and/or replaced names with other staff members' names regardless of the associated signature. Mr Mackay, you seek authorisation to appear?

MR MACKAY: Yes, I do.

THE COMMISSIONER: Okay. Authorisation granted. Does your client seek the section 38 declaration?

MR MACKAY: Yes, he does.

THE COMMISSIONER: Very well. I might just have the witness sworn first if I may. Are you going to take an oath or an affirmation?

MR SMITH: An oath, Commissioner,

THE COMMISSIONER: Thank you.

<DENNIS BARRY SMITH, sworn

[11.44am]

THE COMMISSIONER: I direct that the following persons may be present at this compulsory examination and I do so pursuant to section 31A of the Independent Commission Against Corruption Act: Commission officers, including transcription staff; the witness, Mr Smith; the witness's legal representative, Mr Mackay, sorry, and the witness's representative, Mr Mackay. I also propose to make a direction under section 112 of the Independent Commission Against Corruption Act, 1988 restricting the publication of information with respect to this compulsory examination. The direction will prevent those present today, other than Commission officers, from publishing or communicating information relevant to this compulsory examination. It will permit Commission officers to publish or communicate information for statutory purposes or pursuant to any further order made by the Commission. The direction may be varied or lifted by the Commission without notification if the Commission is satisfied it is necessary or desirable to do so in the public interest. It's a criminal offence for any person to contravene a section 112 direction.

20

Being satisfied that it is necessary and desirable in the public interest to do so, I direct pursuant to section 112 of the Independent Commission Against Corruption Act, 1988 that the evidence given by this witness, the contents of any exhibits tendered, the contents of any documents shown to the witness, any information that might enable the witness to be identified and the fact that the witness has given evidence today shall not be published or otherwise communicated to anyone except by Commission officers for statutory purposes or pursuant to further order of the Commission.

30

BEING SATISFIED THAT IT IS NECESSARY AND DESIRABLE IN THE PUBLIC INTEREST TO DO SO, I DIRECT PURSUANT TO SECTION 112 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, 1988 THAT THE EVIDENCE GIVEN BY THIS WITNESS, THE CONTENTS OF ANY EXHIBITS TENDERED, THE CONTENTS OF ANY DOCUMENTS SHOWN TO THE WITNESS, ANY INFORMATION THAT MIGHT ENABLE THE WITNESS TO BE IDENTIFIED AND THE FACT THAT THE WITNESS HAS GIVEN EVIDENCE TODAY SHALL NOT BE PUBLISHED OR OTHERWISE COMMUNICATED TO ANYONE EXCEPT BY COMMISSION OFFICERS FOR STATUTORY PURPOSES OR PURSUANT TO FURTHER ORDER OF THE COMMISSION.

40

THE COMMISSIONER: Now, that means, Mr Smith, that although you can communicate with your lawyer – your barrister, rather – in relation to the matters the subject of evidence today, you cannot communicate the

contents of your evidence or any documents shown to you to anyone else. Do you understand that?---Understood, Commissioner.

And indeed you can't communicate the fact that you have been here to anyone else if there's a likelihood that it will interfere with the Commission's investigations. Do you understand that?---Understood, Commissioner.

10 I've been asked to make a section 38 declaration, and before I do so I'll just remind you as to your rights and obligations, and I know I'll be repeating matters that Mr Mackay has already explained to you but I'll do so in any event. As a witness you must answer all questions truthfully and you must produce any item which I require you to produce during the course of your evidence. You may object to answering a question or producing an item, but a section 38 declaration, which I propose to make, relieves you of that obligation. That is, you don't have to keep objecting every time a question's asked.---Yes, sir.

20 Now, the effect of a section 38 declaration is that any answer you give to any item produced cannot be used against you in any civil proceedings or subject to two exceptions in any criminal or disciplinary proceeding. Now, are you still employed by the University of Sydney?---Yes.

30 You are. All right. The first exception is that the protection does not prevent your evidence from being used against you in a prosecution for an offence under the ICAC Act, including most importantly an offence of giving false or misleading evidence. The penalty for giving false or misleading evidence to this Commission can be imprisonment for up to five years so it's a very serious matter. The second exception applies to New South Wales public officials and you may be a public official by reason of the fact that you remain employed by the University of Sydney. Evidence given by you may be used in disciplinary proceedings against you if the Commission makes a finding that you have engaged in or attempted to engage in corrupt conduct. Do you understand that?---Yes.

40 Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by him during the course of his evidence at this compulsory examination are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY HIM DURING THE COURSE OF HIS EVIDENCE AT THIS COMPULSORY

EXAMINATION ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION AND THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.

THE COMMISSIONER: Yes, Mr Baine.

10 MR BAINE: Thank you, Commissioner. Would you please state your full name.---Dennis Barry Smith.

And, Mr Smith, what's your date of birth?---[REDACTED]

And your residential address?---[REDACTED]

20 And, Mr Smith, do you have any email addresses that you use?---I have a university email address and I have a brand-new email address that I, an Optus email address.

Would you identify those two email addresses?
---dennis.smith@sydney.edu.au and [REDACTED] and I think that's .com.au because I only just started using it.

All right. Thank you.

30 THE COMMISSIONER: Was there another email address that you were using before you've just started to use the optusnet one?---No, sir. Everything was on the university email.

Thank you.

MR BAINE: Mr Smith, do you have a mobile telephone?---Well, yeah, a university mobile telephone.

Do you have a personal telephone?---Yes.

40 Okay. Would you please - - -?---I've just got that, yes.

Would you please state the personal telephone number first?---I would if I knew it. It's only a brand-new phone. It's, Ms, Ms White will certainly have that because we've spoken on that number. I just don't know that. I've had, I've had the other one for eight years. I just don't know the brand new one but certainly Acting Senior Investigator White would have that number, sir.

Thank you. And the number that you were using before that was what?

---Well, the university number would be 0-4-0-8-1-1-3-4-8-7.

And you still use that?---No, that's, well I, since I've been off sick, I've been off sick at the moment so the university phone, it's a 24-hour phone that one. It's at work. The iPad and laptop.

And you've used the university phone from approximately 2010 until quite recently or was it earlier than that?---It, it's probably, it's probably around, I've been employed in this position since November 2012 but I may have had that a bit, a bit longer that number, sir.

All right. Now, Mr Smith, what's your occupation?---So I'm employed as the security operations manager at the University of Sydney.

And when did you commence that position?---Formally in November 2012. That's when I was awarded that position.

And prior to that?---I was a security consultant at the university doing a range of tasks and I probably was relieving in that position for some time before it was advertised, but if it was 12 months or 16 months I'm not sure.

And you started at the university in approximately when?---I was only thinking about it this morning and I, I, it was probably a few years prior to actually being awarded that position, so if it was 2010/2009, I would have thought somewhere around there in the, in the capacity as a consultant but again I just, 10 years ago now.

And in your role as security operations manager what do your day-to-day roles and responsibilities include?---Okay. So pretty much I'm ultimately responsible for the safety of staff and students, 60-odd thousand across four campuses in Sydney. They're open university campuses. And pretty much to achieve that I have a small guard force that we have a contracted guard force with SNP. I manage that through tasking and deployment. I'm responsible for crime prevention and analysing crime for putting in crime prevention strategies. Dealing with internal clients. Dealing with external authorities. Emergency management. You know, a range of other sort of day-to-day duties, you know, around that sort of role.

And in relation to your roles and responsibilities concerning the contract between the University of Sydney and SNP --- Yes.

Would you like to identify some of the specific functions that you perform there?---Well, the first thing I would say, it's a contracted service. So, the university's engaged SNP in a contracted service, you know, that document, that, that guard contract has been signed off by a director at the university and a CEO at, at SNP and there are a number of work orders within that document. I would be managing the security operations aspect of, of that guard contract. We had on-site a, an SNP contract manager, so

that person is pretty much responsible for the day to day management of SNP staff. This is a contracted service, it's not a managed service by the university, it's a contracted service.

THE COMMISSIONER: What do you mean it's not a managed service?
---Well, sir, it's a contracted service in the sense that the university's not really managing it day to day. We would have some responsibilities at the end of the period with some KPI measures and so forth but we're relying on SNP's contract manager and a, and a 2IC person there to have rosters done,
10 personnel checked attending to duties.

What did you do on a day-to-day basis?---Pretty much, I'm in the field. I'm also in the office. I've been managing up and down and sideways for the last three years with a vacancies in position.

But when you say managing, what does that entail?---Well, I, I, I, in the current role there sir, or - - -

In, in the role that you were in at the time which is of interest to the
20 Commission?---Okay.

And as referred to in your summons.---Right. So, from August 2016 I've been acting as a manager. The manager of the unit left so I had to pick up his responsibilities. He was the person managing the KPIs and the, and the wider part of the contract. I had a master locksmith leave some months after that as well. So I'm now managing part of the, the master locksmith contract. And we had a traffic and parking officer leave, a traffic officer position leave and my risk assessor has had about 200 days sick in the last two years. So, pretty much my unit is, is pretty much myself until we hired
30 a new manager, Mr Hardman, who arrived in probably August or September last year. So, my role has been pretty much twisted around sir. So, so, yes, I would be dealing with the, the guards on a daily basis. I would be tasking, deploying, reviewing crime trends, dealing with faculties and departments of which there are 61 on a daily basis, managing complaints, whether they be, you know, a customer service complaint, those sorts of issues, and emails, service requests, administration functions as well as picking up the duties of those other positions.

Is there, is there a position description that exists in relation to your role?---
40 Yes, sir.

And where would that be located?---Well, at the university, sir.

All right, thank you. Yes, Mr Baine.

MR BAINE: And, Mr Smith, as far as the reporting line at the university goes, who would you report up to?---So, I would normally report to a manager and there now is a manager. Previously there hasn't been a

manager, I've been fulfilling that role. I would report to a divisional manager, which I've been reporting to, you know, for the last few years.

And what's that person's name and what's their title?---The person predominantly I would have been dealing with would be Mr Sullivan and that would have been a divisional manager of facilities and services. He has not left, they've changed that position, it's now a deputy director's position and now that I have a manager, I deal, I'm back to one line above me, reporting up one line.

10

And what about the people below you? Who reports to you?---I would have, I would have a traffic administration officer, I would have a traffic officer, who left, report to me. I would have the risk threat assessor report to me. In terms of the university call chart we're talking about?

Yes.---Yeah. That would be probably it.

And --- Remembering I have been relieving though in, in that manager's role for, for some time.

20

And, Mr Smith, what about from SNP? Was there much reporting that occurred between the site manager that you described previously and yourself?---So the site manager, Mr McCreadie, there would have been, there's daily interaction. It's an open office so you're talking these people are sitting, you know, there and four desks away so it's a, it's an open conversation. There is informal and formal meetings and catch-ups weekly, monthly and daily about the staff.

30

And other than Mr McCreadie who else from SNP would you communicate with regularly?---So we'd have Emir, Mr Emir Balicevac, who would be sitting probably one desk away and he would be, he's a vastly lower level than Mr McCreadie. Mr McCreadie is the account manager. Emir would be rolling around doing service requests, checking all the day-to-day duties of staff getting out into the field, just making sure people are in the right places, jobs are being done, tasks are being actioned, answering some service requests.

40

Did you ever oversee the functions and roles that they performed at the university?---Well, it's not really my job to actually oversee their functions because they have their own statement of duties.

THE COMMISSIONER: I don't think that was the question. The question was, the question was whether you in fact did so.---Sorry, could I just repeat the question, sorry?

MR BAINE: Did you as part of your role oversee the responsibilities and functions of Mr Balicevac and Mr McCreadie?---I'm not sure I fully understand the actual question but from the university's point of view I was

sort of managing some strategic issues, some tactical issues so I had daily contact with them, but in terms of their, their duties not daily oversight. I was covering two and three positions and battling to fulfil my own, sir.

All right. So you attended monthly meetings in relation to the contract between the University of Sydney and SNP did you?---Usually there were monthly meetings, yes.

10 And those monthly meetings dealt with issues like the key performance indicators for example?---They would have dealt with those, yes.

And any other matters?---The security electronics contract was discussed in there as well in terms of staffing and parts and they had representatives from Telstra, SNP as well so, yeah.

Would you, Mr Smith, review out-of-contract invoices that the university had received from SNP?---Bugbear of my life, the out-of-contract invoices. They're usually - - -

20 THE COMMISSIONER: That wasn't the question. Did you review them? ---It's a 50-page document.

Did you review them?---Yes, sir, yes, yes.

Thank you.

MR BAINE: We might come back to some questions about that shortly. Now, you attended meetings about the KPIs but were you ever responsible for drafting any of the KPIs in the contract?---No.

30 And did you ever review KPI reports?---Yes.

And what were those reports?---They're the KPIs listed for the current contract in relation to three of the work orders that I administer.

And how frequently were those reports compiled and presented to you? ---Varying frequencies. They are due monthly but that certainly may or may not have happened on some occasions due to workload and other factors.

40 So as one might expect, would it be the case, Mr Smith, that you would have a KPI meeting monthly and there would be an expectation that a report be prepared following that meeting but that didn't always happen?---There'd be, some of the KPI drafts would be done. Some of them couldn't be done until all the invoices were in and you may not have had all your invoices in on that monthly deadline but certainly you met and you discussed KPIs and where you were at with them.

And would you agree that a large part of your role was to manage the University of Sydney SNP contract?---No.

10 All right. And would you agree that a – could you describe the level at which your role involved reviewing the contract between the University of Sydney and SNP?---So the contract itself, if you, you're talking, that's a 50-page document, the contract. We interpret that down into daily work orders. So my role within the actual contract is just trying to manage some of the day-to-day, the rostering, some of the strategies, planning operations. The day-to-day checking of officers being on-site, it's an SNP issue. We've contracted, the university has contracted them to deliver staff, deliver a service they've promised, deliver for work orders that they've promised.

And what were the names of the university staff involved in administering the contract?---At sign-off level, you mean? Or administering?

20 At sign-off level.---Oh, well, I, well, I think the director signed off this current contract, the director of the Campus Infrastructure Services and, and Mr, I think Mr Robinson (not transcribable) and, and obviously the director or CEO of SNP are the two signatories I've seen on that contract when I have looked at it.

And was there anyone else at the university who would frequently engage with Mr Balicevac or Mr McCreadie?---From the university?

30 Yes.---Oh, yes, yes. So within our unit there would have been. So the risk assessor would have engaged with them. The traffic officer when he was there would have engaged with them. The locksmith team would have engaged with them and the electronics, electronics manager, electronic security manager, would have done so on a daily – all those people on a daily basis.

And that was because you all worked in the same Campus Security Unit? ---It's, yes, yes. Small, open environment and, yes. And they had tasks to do with them on a daily basis.

40 Mr Smith, what was your first involvement with that contract between the University of Sydney and SNP?---I may have sat in one or two of the – I'm not a hundred per cent sure, actually. I may have sat in one or two of the meetings when it first started and that was it.

In approximately which year?---I think this one started in 2015, this contract.

So did you have any involvement prior to the extension being granted? Did you have any involvement in the period between 2009 and 2015?---In awarding a contract?

No, just in relation. Anything in relation to the contract. So overseeing the work that was performed by SNP employees at the university or overseeing any invoices that were issued under the contract by SNP to the university or any other work of that nature that arose out of the contract between the University of Sydney and SNP.---So, just, sorry, the time frame you said then initially?

So between 2009 --- Yeah

10 And 2015.---Certainly from 2012. I, that was my, it would have been documented as part of my position description. Prior to that it would have been in either a relieving capacity I may have had some, some role.

Were you involved with the tender panel in 2014?---Tender panel. As, as, sitting in, sitting in tender meetings, is that what you sort of mean?

Yes.---I would have sat in one or two of those meetings, yes.

20 So your evidence is that you had a very limited role in relation to - - -?
---That's my recollection, sir, yes.

And, Mr Smith, the involvement that you had in any review of the work that SNP did in that period from 2014 to 2015, prior to the extension being granted, did it include any reports or did you make any assessments of the work that you did?---I don't recall individual assessments or, or anything like that, sir.

30 So, Mr Smith, when SNP was – prior to SNP being awarded the extension in 2015 --- Yes

You worked very closely with SNP employees in the Campus Security Unit?---I would work in the same room. I don't know about very closely.

And by the nature of your proximity to those employees, did you erect anything in the way of Chinese walls, and by that I mean physical or electronic barriers so that there wasn't an exchange of information between you and those SNP employees that you worked very closely with?---In relation to?

40 Anything.---If there was still day-to-day work to be done, there's that, there's those conversations.

I'll limit it more specifically then to the contract that was extended --- Yes

In 2015 --- Yes.

And did you make any effort to, or did you take any action to erect any Chinese walls in relation to information passing between you and the

university, between SNP about the tender process that was occurring at that time?---I, I don't recall.

Would you have communicated anything with the SNP employees at the CSU about how the tender process was going or SNP's re-application to get an extension of the contract?---Nothing that I recall, sir, no.

All right. Now, Mr Smith, do you recall when that contract was extended?
---Well, the current contract is from 2015, late. It was around September or
10 October, 2015 for a five-year contract, yeah.

And can you recall approximately how much that contract was worth?---Not overall, not overall because I don't manage all those work orders.

But if I said to you that it was for approximately \$26 million, that would be consistent with your recollection, would it?---For the five years?

Yes.---It would be close.

20 All right. And did you have any knowledge that during that period SNP had a subcontract with SIG to perform guarding services at the university?
---Sorry, in the current contract?

During that period, separate from, moving on to a different matter now.
---Right, okay.

Did you know that SNP had a subcontract with SIG in relation to guarding services during the period that you were working in the CSU?---So, that was listed in a tender document that was tendered to the university, listing SIG
30 as a subcontractor. For the current contract, I don't remember any other documentation prior to that but certainly they were listed in the current contract.

THE COMMISSIONER: You've seen that, have you?---I've seen the, the, tender, the tender document was part of one or two of those meetings. I know they listed them in, they had to list their, they had to list their contractors who they were using for various things, line markings, that listed someone. SIG was listed in a, in a tender document.

40 MR BAINE: And outside of that document, you were obviously aware that SIG were performing subcontracting services for guards at the University of Sydney?---Yes, sir.

Now, Mr Smith, how is it that SIG came to be a subcontractor? Do you have any knowledge of how that came about?---Absolutely none.

Were you aware of there being any issues with the subcontractor at the University of Sydney before SIG came on board?---No. I'd never heard of them.

Now, in relation to SIG, can you explain to the Commissioner the level of interaction you had with Mr Taher Sirour, the, also known as Tommy?---
Yes. Okay, so that gentleman would obviously have a number of staff, the SIG subcontractors. So, he would ask to meet maybe once, maybe twice a year about his staff, any issues with his staff, any improvements with his staff, how were they going. They were now completing a lot of the ad hoc work that was being fulfilled outside of the contract. So, I had no issues with meeting him, always met him with another person, another SNP employee, and usually always offered for my manager to come along as well.

10 THE COMMISSIONER: Why did you always meet with him with another person present?---Well, he's a third party and he's, you know, he's not directly, he's in the contract as a subcontractor but he's not, not the main person and I didn't want to meet with anybody third party by myself.

20

MR BAINE: Did you ever meet with Mr Sirour privately?---No, never, no.

Did you ever social outside of work with Mr Sirour?---Never.

Did you ever have any interaction with Mr Sirour socially?---Never.

And how would you characterise the nature of your relationship with Mr Sirour?---There is no relationship. He basically came to the university on a number of occasions asking about his, his guards. They held me in high regard. That was his issue of coming along, making sure that, he
30 wanted to thank me for at least offering them assistance when they asked. I was helpful to them. Any additional training they needed, are there any issues with his guards, male and female, that we needed to work on, and his guards were pretty good so, no, that was the extent of it.

So your evidence is that it was limited to matters of a professional nature and not matters of a social nature?---Yes, sir.

40 And was there anybody else from SIG that you had any dealings with, for example, Lyn Li?---Sorry, a Lyn - - -

Lyn Li.---I don't remember that person.

And other than Ms Li was there any other staff member from SIG that you had any dealings with?---No.

And were you aware of the extent that SIG staff were used at the university by SNP?---They were probably used a little bit more than I, I was aware

toward the last year or two but certainly I knew that they were doing a lot of the ad hoc work which were those four-hour shifts that SNP were finding it difficult to fill with permanent staff. So the ad hoc work that had come on board I knew that they were certainly doing some of that.

All right. --- not to the extent that they were there.

10 Now, Mr Smith, do you think that the number of security guards on campus was sufficient to achieve the stated aims of the CSU that you indicated earlier, for example, the protection of students and safety on campus?---So we run four city campuses. I'd say yes because they're an open campus. 24 hours a day you can come on board and our crime rate is very low. Property theft is very low, personal crime is very low. So it's a small team. They are busy but we don't have a lot of crime for an open campus of 70 hectares in the city and three other open campuses where we have permanent guards at, at two of those and partial guarding at, at the fourth, at College of the Arts, so I'd say yes.

20 Do you think that you could perform your role or do you think that SNP could perform their role with less guards at the university?---No. You're running a bare team of, of three responders, a CCTV operator and a team leader. Now, you, you're at the lowest possible denominator you would want to be covering an ever-growing campus of GFA. No.

30 Do you think that SNP might require more staff than they presently have at the university?---You would never say no to more staff because their role is pretty much 90 per cent customer service. We have a strong international student base and those people love seeing uniformed officers, male and female, patrolling the university in marked cars. So you'd never say no to additional resources and, indeed, you know, if the next contract came around you, you, you could ask for more staff because the university is growing day by day.

Now, Mr Smith, when security guards at the University of Sydney arrived on site each day they would sign a time sheet would they?---At the City Campus, yes.

40 And in your role did you ever have cause to review any of those time sheets?---I would, the time sheets are kept in a control room which is under camera and sound recording. They're a handwritten document. They're SNP branded and owned. There is no provision there for university staff to sign off or acquit that everybody is, is on duty but certainly I would go in and I would have a visual. I get there early. I look at staff going off, I look at staff coming on and I have a look at the time sheet. It just gives me, you know, a visual as to ,who, names to some staff and I do a bit of a subtle headcount as part of my operating procedures.

And as part of your discretionary operating procedures of sighting people, did you ever notice that there were any inconsistencies between the number of people who appeared on a time sheet and the number of people who were on-site on any particular occasion?---Never, no.

10 And did you ever have cause for concern about anything on any time sheet that you ever might have reviewed?---No. I, the time sheets, they're handwritten, they're messy, but in terms of accountability, you know, you've got a small team, so you could see you've got your small team on day. In the afternoon you would have a look at the day before. The small team is there and there's a great list of ad hoc. I wouldn't go counting every one, but, no, nothing I ever saw there would say to me there's an irregularity here or, or people being here versus people on a sheet.

Do you think that in 2018 a paper time sheet might be a little outdated?
---Well, I'm not sure that's, that'd be a supposition on my, on my part. It's, it's, it's not a university record. It's an SNP document, sir.

20 But I'm asking you as a general proposition. Do you think that in 2018 it might be better to record people's entries and departures from the university by way of a swipe card key?---Yes. So I might just say, discuss two things there, sir, if I may. So back in about 2016, SNP floated the idea of a fingerprint scanner for guards to sign on with, so I put my hand up for that to trial it at the university. The fingerprint scanner came on. So basically guards came on day and night. They would have to use the biometric fingerprint scanner. The technology wasn't great with that. It lasted probably four to six months and it crashed. So that they have been working on that. That is now back at the university. The fingerprint scanner is now back, bigger and better. So in essence, yes, there's a better way to do it and
30 certainly that's by the fingerprint scanner of sign on and off, and that's now back there as electronic record, sir.

And that is a cost-effective solution that the university is looking to assist SNP implement, is it?---Well, it's their, SNP accountability for their staff to be there. SNP, it's their own expense at that, sir, yes.

Now, did you know most of the SNP and SIG guards at the University of Sydney?---No.

40 Why was that?---It's the sheer number and the frequency of, of the shifts starting. I would know most of the team. That would be the core team that I would see across my duties, but you have people starting at 11 o'clock, at midnight, weekends, distant campuses. So, no, I, I wouldn't know them by name. Some by sight.

Now, with guards starting at all of those different hours, do you know of any processes that SNP had to oversee and supervise those individuals and their start times and the nature of their work?---So the team leader, there's a

team leader on each shift and that person's a team leader, SNP team leader. That person has certainly tasked with the responsibility of signing people on and off and accounting for their people. There is also an independent SNP supervisor, not related to the university, who comes by probably two or three times a week and checks the people of an evening. They come by late, at different times, and they sign that day sheet, the sign-on sheet, as well. So that's another checking mechanism.

10 What was that person's name?---Oh, that, that changed. That person, they had a roster system. That, that was a different person each week. In a rotation there might have been six or seven or four, I'm not sure, but it was a different person that would come and, and check that documentation. The team leader at the City Campus would also go to the outer campuses – Cumberland in particular, College of the Arts – and check that the guard was there on, on duty, fulfilling their duties. They couldn't get to Camden because that's just too far from the city. So they had a couple of measures, sir.

20 THE COMMISSIONER: What measures did the University of Sydney have- -?---So - - -

- - - to make sure they were getting the services for which this substantial contract provided?---Yes. So, a couple of gaps there, sir, but I, I would, I was the only one on-call after hours so I would ring in and talk to the team leader some nights through the week, certainly on the weekends as well, "Have you got a team? Everybody there? What are the issues?" They'd also have to call me for, you know, any issues that arose. So, I, I was on-call around the, around the clock. May I say, back in 2016, sir, my risk
30 analysis was that I saw a gap about no university personnel being on after 5 o'clock on a Monday to Friday after that time, so I suggested to Mr Sullivan that we should go back to having full-time university personnel be in a team leading role. That was my suggestion back then and a number of meetings are, are minuted, and discussions. There wasn't probably an appetite for it then. There certainly is now. We're doubling the size of the university security team and we are bringing in university personnel as team leaders to reduce that risk after hours and, and you've rightly said, sir, there's, it's hard to guarantee people are in place when there's no university person on and it's a substantial contract. So, that, that's been raised for a number of years
40 and, you know, it's not a criticism of the university. They move slowly and the new model of the university security team wasn't, wasn't put to bed until the new manager arrived and they wanted that person to have a say-so in their, in their team and that's probably been bedded down since Christmas 2017 and only recently been ratified.

When did you first raise the issue with Mr Sullivan?---Oh, probably after Mr, probably after Mr Andrews left in two thousand, late sort of 2016. No, it was in discussion about – look, the, the way forward and I know he raised

it and he raised it a number of times but it was difficult for the university to, to manoeuvre that I would have thought in the current contract but certainly they're doing it now, sir.

Yes, thank you.

10 MR BAINE: And you might have answered part of this question in your response to the Commissioner's question but did you do anything yourself to satisfy yourself that security guards were on-site and performing their
duties as required under the contract?---Yes. So, I would do my own
sampling and that was sort of subtly and overtly. So, I had a two-way radio
sitting in front of me which would pick up campuses that are not the City
Campus if I didn't get to. So, I would hear people being at work at those
other campuses, hearing jobs. I would be tasking and deploying some of the
staff through the day. So, I certainly knew I had the call contract and I
would review the complaints from clients because we had guards in
libraries, we had guards opening and closing buildings. So, I'd be
monitoring those complaints because if a guard's not where they're
supposed to be, I would be knowing about it because they, they would ring
20 up straight away. If our bus service is five minutes late, people ring up and
complain. So, I monitor the complaints coming in as, as a measure as well.
The crime doesn't go up, there was no issues in crime going up, we were
pretty static and going down in some areas and I would certainly ring in as I
said, I mentioned to the Commissioner, I would ring in after hours,
weekends and as most I could do was, "Do you have a full team? Is
everybody there?" If they were sick, did they try and cover the sick leave.
Those sorts of questions, that was my dip sampling.

30 But on the evidence that you've just given, your role was static and you did
not conduct any patrols, is that correct?---No, I walked that campus every
day, seventy hectares. So, my role is in the, my role is in the field, talking
to clients, reviewing buildings, doing risk assessments on buildings.

But I mean in relation to overseeing the duties that were being performed by
staff when you were responding to the issues that you've just identified.
Were you doing so from your desk or were you doing so - - -?---No, that's
walking around the control room, that's in the field looking at officers, that's
going to the library looking at officers. We, we had contracts of officers in
place in the library in the day. So, that's getting into the field, talking to
40 clients as well about the security service, representing on a number of safety
committees, talking about security service to members of senate. So, I met
with those each week.

And did you prepare reports arising from those meetings?---Not, not formal reports, no.

Were these meetings minuted?---When you say the meetings - - -

The meetings that you've just identified.---No, I'd be a call-in. I would, I would be going past and I would see Ms Austin, Jordi Austin, lady of senate, member of senate, how, you know how are things going. The library director. How's the staff going? And for me to see them visually in there as well.

All right. Now, Mr Smith, is there a process for complaints about non-delivery of services?---Of security - - -

- 10 You've just identified that, for example, if buses were late.---Right, so you said services, sorry. If you're talking security services, so - - -

Thank you. Guarding services.---Right. So in terms of security, there's really no complaint handling management system, a sole system on the university. People can make complaints – staff or students or visitors – a number of ways. They could ring in, talk to a Campus Assist officer within the CIS. They could ring in and speak to guards in the control room. They can send emails. They could ring the normal university switch. They could ring Student Affairs or a HR staff member could complain that way. So I
20 guess the answer is, sir, there's probably seven or eight ways a complaint could come into the university about any aspect of security services, not just guarding.

What happens then?---Depending where the complaint lies, if it's, if it's about a locksmith or it's about electronic service not working, or if it's about a uniformed guard, certainly the uniformed guard issues would be provided to SNP to investigate, come back to the university with an answer. We would sit down and have a look at that answer and be satisfied that the work that they did met the level of complaint. So if it's a bus running 10
30 minutes late, the expectation there you'd find out why it was 10 minutes late as opposed to sacking a person on the spot. We've had complaints, we've moved people on, SIG staff, SNP staff. Resulting actions are the university can move guards on, and we did regularly if, you know, the complaint was of a substantial nature and we believed the actions were warranted.

And for something, for example, like buses being late, can you recall examples of bus runs not being performed at all?---Occasionally there may have been a day shift bus run not performed, where a guard hasn't turned up, and you need a variant licence, driver's licence, to drive a 25-seater bus.
40 You just can't chuck myself or yourself on a bus and do that run. So if we couldn't find a smaller bus, that run may not have occurred, but that was very infrequent because the students complained very quickly about bus runs. The bus runs, the bus runs did pretty well, to be honest with you. Never had a lot of complaints about the bus runs, and you're moving a lot of people around in them.

But it would be expected that buses might run late from time to time.

---Buses get flat tyres, break down. There's a lot of works around the City Campus especially, and the university cut off a main road through the university, so our bus run – in the afternoons particularly, sorry – does not run to a timetable and it's traffic dependent. A bit like the trains running late, our bus will run late. We try and run to a timetable between campuses during the day as best we can.

10 So, Mr Smith, what's your view on the ability of a person driving a bus to simultaneously be performing a patrol or an unlocking duty responsibility at the same time? Would it be possible or achievable for someone to be performing those two services at once?---So you're saying driving the bus? Certainly not while they're driving a bus.

Well, I will rephrase that.---Sorry, I'm thinking - - -

If someone was rostered to be performing something like an unlocking shift. --- Yes.

20 But someone was also rostered to be driving a bus, there would be a conflict between those two, the execution of those two duties, wouldn't there?---I, look, I'm not sure because it may have been possible if the timing's, if they finished their bus run and they hadn't fulfilled all their hours or – I'm just not sure how to answer that, sir, because I don't know.

Did you ever hear any allegation of that sort of hypothetical occurring? ---No, no.

30 Now, you've mentioned, Mr Smith, that you might have moved SNP or SIG staff on if they weren't performing to the standard that the university expected of them.---Yes.

40 Was there anything else that you personally did in that complaints handling process?---Well, I would review the complaints if they were in relation to security officers or the traffic officers certainly and probably some of the other officers in my wider role as relieving as the manager. I would have reviewed the actions taken and, and sat down with the managers of, of SNP and if I needed to go a level up and get some advice I would. If I didn't I could make the decision myself if it was a minor matter. Then they recorded, would have that recorded against them or if it was serious enough we would suggest to, to sort of move them on.

So there were recordings of the actions taken and -- -?---SNP should have kept those recordings, yes.

But right, but you prepared recordings did you?---No. My advice, if I got a report from SNP, I would have got a report from SNP. I may have minuted it or noted it or handed it back and said Daryl, on the actions there that's fine but move them on

Alright, and --- Or whatever the action was appropriate for the, commensurate to the actual breach.

Now, in relation to guarding services and issues like complaints, did you provide any reports to any other units or branches throughout the university about those complaints?---No, no.

10 And did you report from time to time to your superiors about the complaints that the university received about SNP or SIG staff?---If they were significant enough to the next level I certainly would have, yes.

And what's an example of a significant one that you would have reported?
---Well, if it impacted significantly on teaching or learning or a student experience or, you know, an interaction where a student was either very upset or would certainly complain up the, the chain of the, of the student process and the two complaints might meet I certainly would have briefed up so it's not a surprise at the CIS level that there was a complaint coming and monitored the actions that were either under way or the resulting actions we took.
20

Can you provide an example of the factual scenario that surrounded a SNP or SIG staff member being moved on because of a complaint that was received about their conduct?---Nasty interaction at a service station between a lady, a lady driver and, and a bus driver, I'm not sure if the bus driver is SNP or SIG, and pretty much became untenable to keep that person on the complaint of the, of the victim. University branded bus, university branded shirt, security service. Appropriate action was to move them on. Customer service complaint, high level.
30

Now, Mr Smith, you've heard that allegation that was read to you by the Commissioner.---Yes, sir.

Are you aware of any false entries being recorded in time sheets?---No, sir.

Had you heard any allegation of false entries being recorded in time sheets?
---No.

40 And did you know of any rumour that false entries were being recorded in time sheets?---No.

Were you aware that SNP employees at the University of Sydney would moonlight for SIG?---What do you mean moonlight?

Well they, I'll rephrase it. Were you aware that SNP employees of the University of Sydney would perform work through SIG?---No. It's not a university business. We, no, I didn't know anything about that if it's happened.

So did you know that when some SNP employees would work for SIG they would sometimes sign in and sign off using a name that was not their own?
---So sort of two parts to that question. I don't know of SNP people working for SIG that it was, if that was happening no, I don't know and I don't know the second part about falsifying or editing their time sheets. No, sir.

All right. Well, Mr Smith, I'll show you some documents --- Thanks.

10 In relation to the allegations that the Commissioner read to you --- Yes.

And I'll just for your benefit let you know that there are two categories that are occurring. The first category is where false names have been used to cover hours for work performed that was actually performed so that someone could claim overtime. So an SNP employee would go and work for SIG so that they could claim some overtime hours. But then there's a second category --- Right.

20 Where names would be used --- Yeah.

For work that was not actually performed. So - - -?
---Could I just say sort of one thing, sir? So I read that summons 20 times and I've not been briefed any further than reading the summons, so I'm not even, I'm hearing these allegations and no-one's, sir, even telling me that it's happening on the university or – so are you saying that it is happening? It was - - -

30 I'd like to show you some documents.---Okay, thank you, sir. Right. Thank you, sir. Because I, it's not a university document so I don't handle them, I don't, you know, I don't see where they go (not transcribable). Okay.

THE COMMISSIONER: But you see the invoices that are generated, don't you, by SNP?---The invoices that are generated, sir?

Monthly invoices were submitted to the university by SNP.---Oh, certainly the monthly contract invoices and ad hoc, I see those.

Thank you.---Yes, sir.

40 MR BAINE: Now, Mr Smith, would you please have a look at the document on page 1. And what you'll see is that it is an email from Daryl McCreadie to Lyn at SIG Services, copying in also Emir Balicevac, sent on 27 August, 2016. And in the second line the email from Daryl indicates that it was a busy week, and in the first line you'll see that it says, "Monday to Thursday, 18.00 to 22.00," Yahya is a name that's mentioned, and then there's a very brief explanation "Law committee lock-up, 16 hours". So, Mr Smith, take it from me that what is happening here is Emir and Daryl are using the name Yahya to perform lock-up shifts between 18.00 and 22.00

hours, and they are claiming the pay for that work through SIG and they are recording on the time sheet the name Yahya, and they will divide that 16 hours between the two of them. So it will be approximately eight hours each that they will claim for that service. Now, that is essentially the modus operandi on all of the documents throughout the rest of this document and a number of the documents that I'm going to show you --- Okay.

10 But you can see here in the second line there is a name Lincoln Nock. Now, did you know Lincoln Nock?---I would have met him once or twice because he was a part-time guard. Yeah, he's not a regular.

Do you recall approximately when you met Lincoln Nock?---Can't exactly recall but if he stood in front of me, I would know him.

Would it have been in the last year, two years, four years?---Certainly in the last year. Certainly in the last year.

20 All right. Now, for just the benefit, or for your benefit I'll just explain again that on Monday, the 22nd, between 17.00 and 02.00 hours, the name Lincoln Nock was used on time sheets for SCA protests. Now, is your understanding of SCA protests, they were protests that were occurring at the Rozelle Campus and - - -?---That's what that would have indicated, yes.

30 And that nine hours of work was being claimed, but that would be divided by two people. Now, Mr Smith, just as a general question, in that first line that I showed you, the lock-up responsibilities, what would be involved in someone when they are performing lock-up duties?---Okay. So a history on the lock-up duties, it's not part of the core contract. It came as an add-on when they moved on Campus Assist officers in the field. And that duty was just lumbered onto Security Service and it pretty much is a service where six guards and a, and a team leader will open the buildings of a morning, those that can't be electronically opened. We have 170-year-old buildings to brand new and everything in between, so a lot of the buildings have to be mechanically opened, and doors. And the, that's the open. There's a two part to it, an open and a lock-up, and a lock-up, a lock-up would be done at various times in the evenings. There might be an hour each side of a start time depending on what had to be locked up early, but a four-hour shift of - I'm pretty sure it was four.

40 It is four.---And they would go, and they would go around and, and pretty much lockdown the buildings that the day shifts had pretty much opened, check the perimeters of other buildings. That's the duties that they should have been performing.

In your view, having spent many years at the university, do you think that it would take someone four hours to lock up buildings in a precinct at the university?---It would be close because there are many, many doors. There are thousands of doors they just don't do a perimeter door. The alarm list

comes out of doors after about 10 o'clock where staff have got doors that electronically access controlled. So, there'd be some role at least going in and shutting a few of those, but the perimeter on the university, it's 70 hectares there, so you, you've got to get from one precinct to the other. With four of them, they should have been on the go.

But you've identified that at least some of those doors were remotely controlled, so those guards wouldn't have to go in and lock those up.---No.

- 10 Would they assist in the - - -?---Certainly would assist but the perimeter access control doors might have only been the front doors. Most of those buildings will have many mechanical doors around the circumference of, of the actual building there, so they needed to be physically locked. You've got heritage doors and you've just got old doors that aren't electronically viable to, to lock.

- 20 So, why was it that these lock-up responsibilities weren't included in the contract with SNP?---Well, it's not a question I, I could answer at my level, sir. I'm at day to day operations level. That's, that's a contract issue very much higher than my paygrade, I'd sort of expect.

And you explained just before that there was a Campus Assist team that existed and then that team closed and the Campus Assist's responsibilities included lock-up, and when that team ceased to exist it was for ad hoc services to pick up the extra work that they left behind. Is that the case? ---Yes. That was what was given to us by Mr Sullivan at the university, that that team was gone and Campus Security will now pick up the open up and the close.

- 30 All right. Now, if we go to the third example, we can see on Wednesday the 24th, there was another SCA protest and a number of names have been used on this occasion and 60 hours were claimed between Emir and Daryl. Now, if we go down to Wednesday the 24th, we see Lincoln Nock's name again and the description is, "Fire test, main campus." What would a fire test involve?---So, a lot of the buildings Wormald are one of the F&M contractors. I think it's Wormald who do the fire. So pretty much they, they don't have keys and access control to a lot of the areas they would need to go to and they might have to access a lot of rooms that they don't have access to get into. So that happens quite regularly, so I'm not sure, was there a timing there, sir?
- 40

It was a four-hour shift.---Okay.

Between, you can see 10.00 and 4.00.---So, it could have been, it could have been any circumstances around testing, testing an actual building. Sometimes it happened early, sometimes it happened in the day, sometimes it happened at night or, or weekend. Often they will have a guard with them. It's not out of place, sir.

Do you think it would take four hours to complete that work?---Sometimes it could take seven. Sometimes it could take two goes because they've got to do every isolator in the building. Seven stories, yeah.

So, that's at its highest - - -?---50 metres.

10 But at its lowest, do you think - - -?---Well, I don't know with the example. I don't, don't even, so is the building there? So, I, the building's not listed, I'm, I, I couldn't answer that, sir.

Certainly to the extent that it indicates main campus, that does sound like a larger perimeter than just one particular building, doesn't it?---It may, it, it may not. It might have been a fault in the, does it say test, fire test main campus. It could have been just testing a number of panel. I, I don't know, sir. I'm guessing.

20 That's all right. Thank you, Mr Smith. Now, if we continue further down the shift, sorry, the time sheet, we can see on Saturday, the 27th, there was an open day, and again the names Lincoln Nock and Yahya appear. On that occasion 50 hours were claimed, so a split of 25 hours each. And then if we go down to Saturday, the 27th, you can see that between 7.00 hours and 16.00 hours the job description is "access guard". What does an access guard do?---Again, so it would be a contractor. It could be any contractor either on the university or coming in to do some work, and they wouldn't have a contractor card to access that building or it might be part of a building where there's the staff member has a requirement that you must have a security officer with you when you're in that section of the building. So it could be any number of, of reasons, but that's certainly not out of
30 place. Access, access guarding to buildings is probably a big requester that comes in, especially on weekends, and sometimes early through the week by F&M services, who don't have a 24-hour access card or can't get into certain areas that we have keys and cards for. They would have limited access. We have unfettered access. So, so we don't give our keys out to contractors. Obviously we keep those master keys for emergencies, so that's why they have contractor access, and that is usually a funded process by the contractor that would fund that guard.

40 All right. Well, you can see down the very bottom that in total 186 hours has been claimed. Now, that's a split of 93 hours each for Daryl and Emir. So the phrase that follows it, "shine it up", have you ever seen that before?---I haven't seen it. I'm still, I'm still taking this in.

Well - - -?---As you can imagine, I'm a little bit taken aback by it, actually.

Well, Mr Smith, you can take it from me that these hours that have been claimed are obviously additional to the salaried hours that Mr Balicevac and Mr McCreadie are being paid. Now, if we turn over to page 2, you'll see

that this is an email from Emir to SIG, the name Lyn Li, who I asked you about previously, on 29 August, and this is an updated time sheet that Emir provided. So Daryl is not copied into this one, but this is an updated time sheet, and you can see that 216 hours and 30 minutes have been claimed. And, again, we see the role of lock-ups, fire tests - - -?---Sorry, sir, can I just, this is different to the – when you say updated, are you saying it’s different to this one (not transcribable) - - -

10 So he’s increased his hours from 93 hours --- Right.

To 216 for one week.---Oh, I see what you're saying. Okay.

For the, for the one week of August, from the 22nd until the 28th.---Do you know the year, though, sir?

2016.---Okay. 2016. Okay.

20 Now, once again, Mr Smith, just as I mentioned, you see the lock-up functions, the fire tests, and the accesses, and also the protests that were occurring at the Rozelle Campus. You'll see in particular on Saturday that Emir has claimed 25 hours, plus four and a half hours, plus four and a half hours, plus two hours, plus four and a half hours, plus 12 hours, plus 21 hours, plus two hours. What's your response to that, Mr Smith?---Well, I'm pretty pissed off, to be honest with you, if it's happened.

30 Mr Smith, you can take it from me, and you'll see in one of the documents that follows, that there's no ambiguity about whether or not the conduct occurred.---Oh, I'm not suggesting it, I, I, you've got to understand, you, you're working with these people for, for the last, you know, three and five years in an open environment, and you're telling me that this has happened, then I'm pretty peeved to say the least and - - -

Did you have any suspicion that conduct like this was occurring?---No.

And you'd heard no rumours that conduct like this was occurring?---No.

40 And you had no reason to believe the integrity, or to doubt the integrity of Emir and Daryl and other staff members from SNP in relation to their conduct at the University of Sydney?---None at all.

Well, we'll turn to page 4, Mr Smith. This is an email from Frank Lu who is also an SNP employee. This was sent on 29 August, 2016 in relation to the same week and Frank says "last week's total was 210 hours". And if you look at the next page, page 5, going by the page numbers in the bottom right-hand corner you will see for example on the 27th that Frank has used the name Younan Shiba for 13 hours at the Kirkbride campus.---Could I just say, I know you're going through it fast because you've had vast more time to, to, so in my head are we, are we sort of suggesting here that so the

people are working, so the work's been, I'm using the word legitimate, I understand it's not, but the actual, somebody has been in a, in a role where a function has been fulfilled, the actual has been done is, is, is and it's not the right person is what I'm trying to get in my head. I'm probably the least smartest person in the room so I'm just trying to slow it down a bit to get it in my head.

10 This - - -?---So is this what you're suggesting, so the work, so basically the job's the been done, so someone would have went and done the protest at, at SCA, there would have been a body there or something, and then they've, they've claimed it however they've claimed it but - - -

I was going to explain that to you --- Okay.

In relation to this example and then I can provide you with another one.--- Okay. So it was just, it was getting a bit fast for me, sorry.

20 So, but, no, thank you for seeking that clarification.---Just so I could (not transcribable) head.

You can see that the first two lines or entries under the 27th are 13 hours and 24 hours divided by two so 12 hours and both of those are in relation to Kirky which is I think we can agree Kirkbride - - -?---Yeah.

- - - and a protest which is also in relation to the same campus. So you're talking about 25 hours that has been performed at that Rozelle Campus --- Okay.

30 On a time sheet.--- Right.

And then you can see that in the two entries that follow there is a four hour time sheet entry in relation to the Badham Library. Where's that, Mr Smith?---It's on the City Campus.

And then you'll see that the next entry below that is in relation to the Fisher Library.---City Campus as well.

40 And, now, when you match up the hours there is a conflict at the back end of those hours between where Frank is alleged to have been. So you'll see that he finishes at Rozelle based on those first two entries between 1900 hours and 1800 hours but he commenced work on the main campus between, or at 1700 hours, so there's at least a one-hour discrepancy between his alleged guarding at Rozelle and being on the main campus. However, in the next entry in relation to night Kirky, Frank has recorded that he was at the, the Rozelle Campus for 21 hours. So plainly there's a conflict between those recordings isn't there?---(No Audible Reply)

He can't be in two places at the same time.---No.

And in relation to your question, to distinguish the work that was actually performed is not able to be done. To distinguish the work that was actually performed is also not apparent on the face of the time sheet but this is an example of the second category of falsely claiming time sheets that I spoke to you about, where false entries have been recorded on the time sheet for work that was not actually performed as opposed to the first category which I referred to, which is where someone has used someone else's name to actually perform the work. So, the next document that I'd like to take you to is on page 6 and this might make it a little bit more easy to comprehend but you can see that this is an email from SIG to Frank Lu on the 30 August, 2016, in relation to the same week that we're talking about and when you – and it, and it says that sheet 1 is made according to the site time sheets, so those physical time sheets that you would have seen at the university, they have just recorded them in an Excel spreadsheet form in the pages that follow. Sheet 2 is the hours split and sheet 3 is a summary of the individual hours. So, if we turn to page 7, you can see on the left hand side, you have a recording of the site time sheet and then on the right hand side, you can see the hours split. So, the person who actually claimed for the work that was alleged to have been performed on the time sheet. I'll give you a minute to have a look at that, Mr Smith.---And again, sorry, whose is this time sheet? This is - - -

This is a document that's been prepared by SIG.---Oh, okay.

So, the time sheet on the left hand side is, as I mentioned before, an Excel spreadsheet version of the site time sheet that you would have seen over the years at the university and then the column in orange on the right hand side is a recording of the hours split.---Okay.

Now, Mr Smith, if you go to, for example, page 8 and you'll see down the very bottom, on, just above the Friday entries, the third last entry from the bottom, Monday 22 August, 2016?---Ah hmm.

The name Robert Basselly has appeared on the site time sheet but in the column the hours split, that was actually work performed by Ashlee Parker. Now, I can't give you a more definitive answer than this but you can take it from me that that is likely to be an example of the first category of false time sheet recording that I spoke to you about, where the work may have actually been performed but the person used someone else's name for the purpose of overcoming WH&S requirements that were put on guards from SNP. So, they were doing extra hours, overtime hours through SIG but I'll continue to show you documents that fall in to that second category. And if you turn to page 11, I won't ask you to look at this document for too long but the hours that are highlighted in yellow are examples of shifts that have been legitimately performed and then the rows that are highlighted in orange are examples, as you can see, of the false entries that I've been talking to you about, where work has been performed using an assumed name. And

you can see, for example, on this page there are some entries for Emir and Ali Khan Kashif, Amyna Huda, and there is more entries from Ben Pfitzner and, and Daryl as you turn over to Emir on page 12 and Frank on page 12 as well.---So would you say, sir, that predominantly your investigation is saying that the shifts are covered, albeit improperly, as opposed to no, to no-one? In in terms of your colour scheme here, is it, is that what the trend is sort of showing, that the work has been done? So we're, we're not talking about, well, just trying to get in my head, an issue of safety and security on campus as opposed to someone writing down and no-one being there. Is it, is it predominantly - - -

That's what the university's investigation is concerned about.---Okay. Okay.

Sorry, the Commission's investigation is trying to discover --- Okay.

Whether or not services like the one that I showed you with Frank – where he was to be in two places at the same time – were compromising student safety. And this time sheet recording prepared by SIG gives you an indication that some of the people who were claiming more hours were
20 Daryl and Emir and Frank, and there are also some other people that were claiming a number of hours as well, including Gol and Ben Pfitzner and others. You can take a moment to review the time sheet if, if you'd like.--- I'm getting the gist of it.

So, for example, Mr Smith, when you were seated at your desk in the CSU, was it common that Frank and Emir were seated close by?---No, sir, the, the team leaders are situated in the control room, which is under CCTV and voice recording at all time. That's where their base is or in the field. That's where they should be. Emir would be, I've got a vacant desk, then Emir
30 would be there, and Daryl would be situated – he was next to the manager originally. He was seated next to the actual manager of the unit, albeit for a period of time that person wasn't there, the position wasn't there. But that's where he was seated, at the other end of the open, the open office environment.

So Frank and Emir were not commonly static inside that CSU office? They were out on, in the field, to use your - -?---Frank, Frank was a rotational team leader, so he would have been on the block that they use, so he, he may, I may have only seen Frank once a week or, because they do two days,
40 two nights or whatever their rotation was, that could go across the weekend, then they'd have their four days off. So, yeah, no, he, he would, they should be mainly in the control room. That's where they belonged, and in the field.

And your standard working week was Monday to Friday, was it?---On call Monday to Friday and weekends and every night.

But the hours that you were in the office were Monday to Friday?---Yeah. 35-hour week and usually did double.

Now, Mr Smith, could I show you the document at page 15. This is an invoice from SIG to SNP for - - -?---15?

Page 15.---Okay.

For the week that I've been showing you these timesheet entries in relation to. And have you seen invoices like this previously?---Never seen an invoice from, from any subcontractor of any of the works to SNP. That's
10 SNP business.

All right --- It doesn't come to the university sir.

Now, this invoice for this week, for one week, for one week's work, was \$81,799.---Well, I, and that, sorry, the slowest person in the room, I, I'll admit that. I'm just having a look here, but there are places listed here the, the university has no, no belonging to at all. I, so I'm just, I'm just raising that to thinking that it's - - -

20 That's all right. So if you go - - -?---I've never seen Penrith, Cabramatta, Campbelltown, you know, that sort of stuff, sir, so - - -

You can see that the figure approximately in the middle of the invoice of \$40,386.80 accounts for additional work performed at the University of Sydney on top of what they invoiced for, work that probably would have been covered by the contract. For example, libraries in Camden and Rozelle, and patrols. Now, you'll, you'll see that the item "Rozelle ad hoc" has been itemised \$198.40. Is your expectation that if, or would you expect that if something like a protest arose at Rozelle, that would be considered –
30 if SNP was invoicing the university – that would be considered an ad hoc extra?---Sorry, just give me that again. The, the, in terms of ad hoc?

So Rozelle - - -?---Protests, yes, it's an out-of-ordinary expense. Sorry, sir. It would certainly come in as an ad hoc charge, yes.

Yes. And just based on the claims that I briefly showed you in relation to Mr Lu and Mr Balicevac, it seems peculiar that it might only be \$198 for an ad hoc at Rozelle, doesn't it?---Was that a protest there? Was it (not transcribable)
40

It was a protest.---Yeah. It, it may not have. Students occupied the Rozelle Campus for about 56 or 65 days in 2016, so there are some very weird hours, if that, if that is 2016, from memory.

Can I just clarify for you, Mr Smith, that this week was one of those weeks where that protest was occurring.---Okay. So, yeah, they were there for 65 days locked in, so there were some very weird timings and stuff. So without

going back I, you know, I'm just I'm really, I'm unable to say one way or the other there.

Well, of course this isn't your invoice, a university invoice in any event.---I just never sort of seen them, sir.

But I'll take you to page 10. I'll explain to you very quickly - - -?---Going back to 10, sir?

10 Sorry, page 16, I beg your pardon.---Sorry.

There's dual numbering. I'll explain to you that the document has highlighting in a number of colours. The pink highlighting indicates work that Emir has claimed for. The green highlighting indicates work that Frank has claimed for. The orange highlighting indicates work that Daryl has claimed for. And the blue highlighting indicates other names that are written on the right-hand side of the column. So you can see on page 16 that there's a few that have been claimed – sorry, and on page 17 there's also a few. If you go over onto page 18, again you can see that a few have
20 been claimed by Ashlee and Ali and Kashif. And then if you go to page 19 you can see that more hours have been claimed. And then if you go to page 20 - - -?---So is it, this is still, they said, this is not, like, not our documentation, is it? It's just - - -

Correct. So page 20 is particularly illustrative of this. Four people are performing most of the work here. I withdraw that. Three people are performing most of the work here. And there are on the time sheet a lot more people who are allegedly on-site performing security services, protecting the university, than that which are actually on-site performing the
30 security services.---Sorry, could you just say that again? I?

So you can see, can't you, Mr Smith, that there are a number of entries that have been highlighted in pink and there are a number of entries that have been highlighted in green. So that's work that has been performed by Frank and Emir and the appearance on these time sheets is that the work was actually performed by people like Lincoln Nock or Rami Baracun.---So the substitution of names. Okay.

40 So there's actually an overindication of how much work was being – or it's, it's a misrepresentation of the security services that was actually being provided at that time, and there were fewer guards than the time sheet records. In fact, two people were performing this work.---It's complicated for me to grasp, as you can understand. It's the first time I've seen it all and I'm just a bit taken aback by it all, to be honest with you. But, so it's still, I'm trying to process this as we go, thinking of the rostering and the invoicing we're getting, which is in hours, in hours, not names or bodies.

But on top of these hours that these people are claiming – for example, Frank and Emir and Daryl principally – they're also drawing on their full SNP salary. So they might be getting approximately \$1,000 a week from SNP and then, as you've seen, 210 hours and 216 hours were claimed by Frank and Emir through SIG.---But they, so they worked it, though, did they? I'm just trying to, sorry – they didn't work it or they did work the hours? Is that - - -

10 THE COMMISSIONER: You can't.

MR BAINE: It's impossible to work 216 hours.---Sorry, I, I, okay, sorry, I, yeah. I understand. Sorry. All right, sorry.

THE COMMISSIONER: I'm going to adjourn in a moment.---Sorry, sir.

But can I just ask you a couple of questions. The first is this, that I think you said a moment ago that you didn't get the SIG paperwork.---Never, sir.

20 But you got the SNP invoice.---So, there is one invoice comes in a consolidated document. That's what the, the, the university wanted, one document. You get one invoice covering the whole gambit of the security services, so the four work orders, sir, just the contract. And then we arrive with 50 pages now of ad hoc work, which we'll perhaps discuss later, I would hope, and how many times that has to come and go back for errors I take complete pages out of that and we just don't pay them. So - - -

Are you talking about 2016 or currently?---From, there would have been some from 2016 till, till, you know - - -

30 That's one of the things I'm, I'm interested in.---Yes, sir.

What steps did the university take to satisfy itself, look, services such as additional services were in fact rendered?---I think it goes, some of that goes back to my gap analysis, sir, about a permanent team leader round the clock. Some of the fingerprint analysis of people turning up for duties. It is a very unwieldy beast, the ad hoc. It's become, it's become difficult to manage.

40 But was any documentation provided to you, and thereby the university, which was put forward to support the hours claimed?---On the contract itself it's pretty much a 12-month contract divided out by 12 months.

Yeah, I understand that.---The ad hoc, sir, it's all generated by either a service request or an emergency. So there is some document trails around that and, yes, that's, that takes certainly me probably two or three weeks to reconcile against the original asking of the officer to do the work or whatever it was.

What, what sort of documentation were you provided?---They, SNP provide a, a 50-page spread of, of what the charges were and I need to go and reconcile that with the original request for that service, sir. Whether it's libraries, it could have been a door, a garage door, couldn't that come down for, for two days. There's 48 hours there. They should all be linked back to an actual order, a service order or a service request or an emergency which I would have got a call on and authorised some overtime. So the ad hoc is a lot more process driven and there would be a lot more documentation there around the ad hoc. The contract itself is pretty much a contract and it's, and it's, and it's hours-driven, sir. So, Commissioner, you get that and on the back of 40 hours, 30 hours, 20 hours, whatever that month is, you do some checks as I do through the month, as we've explained. Ring in, visual check. Have a look at people. Look at the crime. Talk to clients. That's about the best you could, you could do.

All right. Thank you for that. There's just one other matter I wanted to ask you. You've given some evidence concerning the contact that you had with Tommy of SIG. Do you recall that?---Commissioner, yes.

20 Yep. And did you have an understanding that he was the owner of SIG?--- That's how I was introduced to him. He was, he was the owner of these guards and that's, that's why we met with him.

The owner of SIG?---Yes, sir.

And, and when did you first become aware of that?---Probably, oh, well, maybe in 2016, '16, 2016, that he, he had guards at the university. He was subcontracting to the university.

30 All right. Thank you.---Thank you, Commissioner.

I'll adjourn till 2.00.

LUNCHEON ADJOURNMENT

[1.10pm]

GERDAPVT00458
08/08/2018

GERDA
pp 00458-00496

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INDEPENDENT COMMISSION AGAINST CORRUPTION

STEPHEN RUSHTON SC
COMMISSIONER

COMPULSORY EXAMINATION

OPERATION GERDA

Reference: Operation Gerda E17/0445

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 8 AUGUST, 2018

AT 2.00PM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

This transcript has been prepared in accordance with conventions used in the Supreme Court.

<DENNIS BARRY SMITH, on former oath

[2.10pm]

THE COMMISSIONER: Mr Smith, you're on your former oath.---Thank you, Commissioner.

Just one thing, Mr Baine. Could you just, you may not know the precise date but when was this contract renewed?

10 MR BAINÉ: It was signed on 11 December, 2015, Commissioner, and I think the period that it covered was from, the, mid-September, 2015 until December, 31 December, 2022, subject to whether or not the option was taken up.

THE COMMISSIONER: Just, just put the date of signing to one side, is there any evidence that it was, the substance of the contract was agreed prior to when it – it's obviously prior to when it was signed but any number of weeks or months before?

20 MR BAINÉ: I'd have to take instructions on that, Commissioner.

THE COMMISSIONER: But certainly concerned delivery of services from September?

MR BAINÉ: That's right, yes. From September. There were discussions, I'm instructed that there were discussions from April of 2015.

THE COMMISSIONER: Okay, yes. Thanks.

30 MR BAINÉ: Mr Smith, you will recall that just before the break I was showing you documents that were showing the extent of the false records or false recording in time sheets that was occurring in the week of August, commencing 22 August, 2016.---Yes.

Now, you've seen a number of names, Mr Smith, in those time sheets. I'd like to ask you some questions about some of those people. Daryl McCreadie, what was the level of interaction that you had with him at the University of Sydney?---Well, I would have had a daily interaction with Daryl in his position as the contract manager on daily issues, weekly issues,
40 forthcoming events, service requests that were required to be actioned. So, a daily interaction.

And did you have a social relationship with Mr McCreadie?---Never seen him out of work in my life.

All right. Now, what about Mr Emir Balicevac?---Yeah, so Emir would have sat two seats up from me. I think Emir saw me as a bit of a father figure. We had a bit of an acquaintanceship there because he was, he didn't

have a father. I seemed to fit the bill there and, yeah, he sort of warmed to me. I gave him some advice about work and putting his head down and trying , be the best he could. I actually recommended him to come out of SIG from memory and get over to SNP. It's a bigger company. I made some, I made some advice to him there. So, yeah.

So, in light of that evidence, I imagine you'd be surprised to see the level of false claiming that you've seen in relation to this week in August 2016?---I am flabbergasted and disappointed.

10

So, Mr Smith, did you have much of a relationship or did you have interactions with Mr Balicevac outside of work?---I've never been to his house. He's called past my house. I live down the coast now, this is where it is, you know, he's come past there a few times. Socially, other than that, not a lot.

But would you agree that it's a particularly friendly gesture to invite someone into your home?---It's a gesture.

20

And you were obviously interested in his, concerned if you decided to take some mentoring of Mr Balicevac on board?---Me?

Yes.---Yeah, I, yeah. I provided some advice to him and career advice and what (not transcribable)

And you sat very close to him?---He sat a vacant chair and desk, and one over, yes.

30

And did you have any idea that Mr Balicevac was engaging in conduct like what I've shown you in the documents?---If all this is true, I'm flabbergasted and he's lucky he's not in arm's reach.

Is there any suspicion that you had over the last couple of years that there was something perhaps not right in relation to Mr Balicevac's performance at work?---No.

40

And when Mr Balicevac would be seated next to you, were you ever concerned or did you ever think to yourself perhaps he should be out patrolling or inspecting or, or, or completing guarding services at that time?---No. He was a good worker, he was a very good worker. They put in a lot of hours. He was in the field, he was in the office. He's doing service requests, doing all that he is expected to, to be at that position. But again, I am not his direct supervisor, I'm not observing. He works for Daryl McCreddie and SNP, not the university.

But those observations that you made of Mr Balicevac over the years left you in no way questioning his commitment to work or his integrity?---No.

Now, what about Mr Aaron Lucas?---So, so he was a previous site manager.

Why did he leave?---I have no idea.

And approximately when did he leave?---Again I, I don't know the date.

All right.---He's an SNP employee. I, I don't know the reason.

But some years ago?---It would have been some years ago, yes.

10

And did you have much to do with Mr Lucas?---Well, again, yeah, in his role. He was the, he was a supervisor there at SNP so again whether it be daily interactions and tasking, discussing university SNP business, what are we doing, deployment, reviewing. The normal things expected in, in an interaction with a client.

And did you notice any differences between his management style and that of any of the site managers who followed?---No.

20

You didn't notice that he was more hands on than Daryl was?---No.

All right. And what about Mr Frank Lu?---Frank is one of the team leaders. He's been there a long time.

And how would you characterise the nature of your interactions with Mr Lu?---Well, Frank's a team leader. I talk to Frank, engage with Frank. He's been there seven or eight years.

30

Socially?---Not outside of work. I've never socially engaged with him outside of work at any place.

But did you have shared interests with Frank that you've discussed?
---Horses. I, I, yeah, I have a bit of an interest in horses and Frank had an interest in a number of gambling things I guess but he liked horses as well.

THE COMMISSIONER: When was the last time you had any contact with Mr Balicevac?---I was at the university last week. He was there. I spoke to him last week and Mr Hardman, yeah.

40

Thank you.---Thank you, sir.

MR BAINE: Mr George Boutros?---George Boutros, yeah. So George control room operator. Yeah, control room operator.

Did, did you have much interaction with him?---Only when they're on shift and you go in and you talk to him. Nothing outside work, never.

Mina Boutros?---It's his brother. No, no interaction.

Kerem Akkan?---Was a team leader Kerem. Was a good team leader. I think he works as SNP supervisor now but he was a team leader, so again nothing out of work. When he comes on and performs his duties.

Do you recall the circumstances which surrounded him moving to SNP?

10 ---Yes. He said that he had two young boys and he was finding it difficult on the shift work so he needed to, he moved over to be an SNP area supervisor on evenings with a view to being a day shift area supervisor so that he would work, kids were at school. He was, his wife was struggling with him and the kids. He made that sort of widely known in the office.

So he sought work that would allow him to work in the evenings so that he could do - - -?---Start in the evenings, not, not to work in the - - -

20 - - - parenting responsibilities?---No. So his only option was to go and work as an evening supervisor with the view of then being a day supervisor. That's what he told me. So when he was a day supervisor in a regional area he would be working in the day, kids were at school. He could assist in the evenings then with the kids.

I see.---Yeah. Sorry, sorry it's probably (not transcribable)

And Gol Amiri?---One of the team leaders, yeah. Nothing outside work, sir.

Amyna Huda?---Amyna Huda. Our female team leader, yeah. That was, don't socialise.

30 All right. And Ben Pfitzner?---Ben was at the university. He's gone now but, yeah.

So do I take it from the evidence that you've given that the people that you were closest with were Frank, Emir and Daryl of that group that I've just spoken about?---Right. The word closest suggests close. I'm not really close to anyone to be honest with you.

But in a professional sense you - - -?---Yeah, yeah.

40 - - - communicated with them the most and you sat proximate to them and - - -?---Daryl and Emir, not Frank. He's a rotational team leader, yeah.

And what about in relation to Daryl? Did you have any suspicion that Daryl was engaging in conduct of the like that I have shown you documents about earlier this morning?---I have no idea. I'm totally astounded. He's a contract manager and, no.

And you had no reason to question any of Daryl's behaviour over the last few years? It raised no suspicions?---His commitment to the university, he

worked long hours. Out of everybody he was there the longest hours and, and every day. So, there's no questioning what I saw of him sitting there and the work he was producing.

Well, in light of that remark that he worked long hours and in light of the evidence that I've shown you before the break, do you think it's possible that he might have been working those long hours for the reasons of claiming extra work?---No. I can't answer that, I, no, I can't answer that. It's not for me to answer, but Daryl.

10

And you had no suspicion that that conduct was occurring and being engaged in by Daryl?---No. He had a big contract to run.

Was there anyone else at SNP, Mr Smith, that you would communicate with frequently at the university?---Anyone else, so head office are you talking at SNP or - - -

At the university.---Oh, SNP.

20

Yes.---Not more than or less than what we've talked about. Staff or - - -

And what about SNP head office? Was there much communication between you and the head office?---Only occasionally with billing, checking the ad hoc and contract and occasionally email trails and chasing up errors that I'd found in, in contract and as hoc. So, two ladies in billing, no, never recall SNP head office for anything else. You'd go through the contract manager.

30

Mr Smith, would you mind turning to page 25 of the document bundle in front of you. This is an email chain between you and Michelle Haerewa. ---Yes.

Can I give you a moment to read the email, starting on page 26 and running over on to page 27, which in red text has your response to her questions. ---So, reading from the top all down to page 25, is that - - -

Please. But, it might assist you if - - -

THE COMMISSIONER: They start on the bottom of the page, don't they?

40

MR BAINE: - - - start on the bottom of page 26.

THE COMMISSIONER: Yes.

THE WITNESS: Oh, okay. Starting at the bottom of the page. I'm concentrating on the red, am I or my responses?

MR BAINE: Just both, Mr Smith.---Sorry, I'll refer back to it. I've sort of read it, but - - -

That's fine.--- - - you'll ask me a question and I'll try and get back.

So you can see that in the email from Michelle Haerewa to you on 25 August, 2016, Michelle is expressing some concern about the security budget and the additional money that needs to be found for finance, for the, the year of 2017, and she says that to fund critical services all areas are having to cut other services. That's towards the bottom of page 26.---Yes.

10 And then the first point that she says is whether or not it would be possible to 'renegotiate with SNP the way/ cost they do an access and the lock-up?.' Now, Mr Smith, you've seen in the documents from before the break that accesses and lock-ups were subject to some frequent false records, false recording of entries that were performed. Can you offer any explanation as to why it might have been appealing for people to claim a lock-up or an access shift?---To, what to do an access or a lock-up shift? Well, they were four, I'm trying to think of the hours. It could have suited someone's lifestyle. They're a smaller shift. Could have fitted their lifestyle. But I'm not sure of any other reason. It was a duty. It was an ad hoc duty.

20

THE COMMISSIONER: What do, what do you say to the suggestion that the lock-up generally took no more than half an hour?---The lock-up, sir?

What do you say to the proposition that the lock-up generally took no more than half an hour?---I don't know how it could have taken half an hour. The, the, they've still got to close the buildings that they open of a day.

All right. Thank you.

30 MR BAINE: Now, can you explain to the Commission what you mean when you say four officers, that is one per precinct?---You're talking about the lock-ups. Pretty much they, they, they had a local SOP where they divided the university into a precinct to try and obviously spread them out and close the buildings that were in their precinct, because they required some knowledge to know the doors to close, because they're not always obvious, you know, they're not always obvious. And I'm trying to look at my own notes there. I did note it took 15 people to close them before and we're doing it with four, so. From 15 Campus Assist and we're trying to manage it with four. So that's why, Commissioner, I wasn't sure how the
40 half an hour, sir, that maths could come into it.

And so in the final sentence, where you say any less than four officers is a great risk, can you explain what that means?---So you're leaving buildings pretty much unattended and open for longer than they should be. So those that don't close themselves need to be closed, and the longer they're open is, is a risk, a crime risk basically. You've got equipment in there and they're an open building.

So based on the records that I showed you before the break, where Emir and Daryl were performing the lock-up shifts of Yahya between 1800 hours and 2200 hours, do you accept that that is a lot less than the recommendation of yours of four officers?---I'm just not sure on that. Even the timing doesn't sound right because we wouldn't have locked up between 6.00 and, or 1800 and, and 22. The lock-up doesn't sort of start until 20, you know, 21, 2000, I, I don't know, sir.

10 Well, for the avoidance of any doubt, Mr Smith, I can refer you to page 3, and you can see that lock-up shifts were performed by Daryl and Emir on Monday, on Tuesday, on Wednesday, on Thursday, between the hours of 1800 and 2200, and you can also take from reading that that they performed whatever lock-up responsibilities were assigned to them in at least two hours each for a four-hour shift. --- Yeah.

20 And it remains to be seen whether or not they actually performed those duties over the duration of that two hours, and in fact, as the Commissioner posited, it may have taken them less time than two hours to perform lock-up functions. So what's your reaction to that?---It should be taking them longer to do the lock-up than that. There is a four-hour minimum charge from SNP to the university. Even if someone comes for an hour there is a four-hour minimum charge. But I just, I don't understand how they could or anyone could run around that and do the, the lock-up in their precinct that quickly because some, the times are throwing me because some of the buildings would still be open. I don't know. I don't know what, how to answer that, sir.

30 And if we go just back to those entries on page 3, would Yahya have been allocated just one precinct over the four-hour period or would he have been allocated more precincts?---I'm not exactly sure how they divided that up. They had their own SOP, working SOP to do that.

All right. Now, you say that any less than four officers is a great risk in your email.---Yes.

40 Do you accept that the arrangement that I've just showed you on page 3 posed a great risk to the security of the university?---So I'm sorry, I'm still not, so that work has been done, are you saying that? That's not a, not one where there's, there's no one doing the lock-up you're saying, so they were there but they were doing a lock-up at different times?

Mr Smith, you may well be very well placed to answer that question. In the time that you've been working at the university how frequently were there complaints that buildings had not been locked?---Not many given the size of the buildings. There's 260/270 buildings there. Not many at all. We get an occasional door, an obscure door where a technical officer or someone would ring in, but the complaints weren't, weren't regular.

So we can take it from that that the locking up - - -?---The lock-up was being done.

- - - was occurring?---Yeah. Okay.

But do you think that the university has overestimated the difficulty of performing these roles or the amount of time that it takes to perform these roles?---I don't think they have. If you're doing it properly it should take you considerably close to the, the four hours.

10

And do you think that the university or you have overestimated the amount of officers required to perform those roles?---I'm not sure I was the one who decided on, on four. I can't recall.

But based on your comment that any less - - -?---Any less than four - - -

- - - than four is a risk?--- - - - would have been certainly - - -

20

You must hold that opinion.---Considering you had 15 doing it, you're down to four, surmising they were doing what they were supposed to be doing then I (not transcribable) that would have been the absolute minimum four, four officers to be doing that job.

And going back to the original question in this email from Michelle Haerewa --- Yes.

30

And that is trying to save money, is it obvious to you one way that the university could have saved money based on what's occurring here? ---The university saved money by cutting all the Campus Assist people that opened the buildings and dumped it on security. Pretty much where they saved their money.

Well --- But I wouldn't imagine they could do the lock-up any less than four officers, four hours. You know, it's a massive site. It's 70 hectares to get across and even one precinct, depending on what precinct you'd have is, is a fair spread to get through.

40

THE COMMISSIONER: How many precincts are there?---Well, they're using the word precinct, sir, but everybody has a different definition of a precinct. The precinct (not transcribable) have a definition. But they seem to have been, sorry, they've divided theirs up. Was it stated there that they had a precinct each? Look, a precinct could have even been, Darlington could have been a precinct, sir, for the lock-up, Commissioner, so I'm just not sure on their, their SOP there.

Thank you.

MR BAINE: But, it's certainly one way that the university could – would you agree that one way the university could save money is to have its contractors and subcontractors not inappropriately claiming for hours that from time to time were not actually performed?---I'm not – in the contract there is a four-hour minimum that's stipulated, I know that in the contract, but I'm not sure I'm in a position to speak, sort of, for the university, sir, at that level.

10 All right. Well, I'll ask you, well, I'll ask you Mr Smith, just about the second point, "Move to major line marking into next year".---"Move to major line," yes, sir.

Now, can I take you, just very quickly page 94 and if you go down to the road line marking line on the spreadsheet.---Yes.

You'll see that for 2017, a budget of approximately \$137,000 --- Yes.

and you'll see that that's an increase of approximately \$100,000 from 2016?--
20 --Sir, every third year was an attempt to try and do a full repaint of the university bay, so that's the discrepancies there. So, a patch and paint 2015, a patch and paint 2016, attempt to try and repaint as best you could the university in every third or fourth year.

And that's reflected in - - -?---In the price increase, sir.

That's right, for 2020. --- Yes, yes.

Where there's an increase of approximately \$108,000.
30 ---150, there.

From 2019 to 2020.---Oh, '19, sorry. Yes, yes.

Now, Mr Smith, if you go back to page 27, you'll see that halfway through the paragraph you've written, "Having said that, I asked Daryl to see if another subcontractor could do some of the smaller painting jobs at a cheaper rate." Do you remember the outcome of those enquiries?---So, when was this?

40 This was August 2016. So, the exact same week that I've showed you all of these records about claiming falsely for hours in work performed.---Right, yep.

The concern from Michelle Haerewa that very week is costs.---Yeah. I don't exactly remember the, the outcome of it.

Do you remember if the university received any notification of any subcontractors to perform line marking services?---There was a

subcontractor listed, I just can't think of the name of the subcontractor. Yeah, there would have been a subcontractor listed.

And did you ever see any documents that set out the experience and qualifications of that subcontractor?---Oh, I don't recall.

And do you have any recollection of any SNP staff individually themselves performing any line marking services at the university?---Yes.

- 10 Who were they?---Daryl was performing some of those and I think Emir was assisting him on some time. I think a traffic officer, a certified sprayer was doing some of those smaller jobs that the big company couldn't get to because I think they were getting at crisis point trying to fill small disabled bays and so forth. So, they were doing those smaller works.

And do you have any understanding of the financial arrangements for performing those smaller works?---No, sir, because it was permission granted from them by SNP to do the work, sir.

- 20 Right --- Contracted.

So you were aware that Daryl and Emir were performing line-marking duties but it was SNP who authorised them as their subcontractor to perform those roles?---Yes, sir. Yes.

And your view as to why that might have been granted was because SNP were stretched and they needed Daryl and Emir to perform the work?---I think they had issues with the larger contractor doing smaller works, sir.

- 30 Right. And do you think it requires, do you think that line-marking is a role that requires qualifications or experience in order to be competent enough to perform that role at the university?---Probably not qualified to answer that question, sir.

Would anyone else at the university have known what Daryl and Emir were doing?---The divisional manager would have known.

- 40 And you yourself had no problem with Daryl and Emir performing that work?---Well, they, they were contracted through SNP to do line marking and how they did that was a business (not transcribable) with SNP.

But you never raised it with anyone as suspicious?---Well, the works were done. They're works that were inspected. Any works that they did were, were covered in KPIs. Would have inspected the works.

And up to the standard of the KPIs?---Yeah, well, it's, it's, it's more about the paint type than the actual painter, sir. You've got, the standard of paint is the issue.

Now, at the bottom of the email on page 27 --- Yes

It says, "In an attempt to bring down contract, or costs and increase revenue to cover the cost of the SNP contract increases, the campus access/lock-up and the courtesy bus." Can you explain what that sentence means?---It's not my email, it's, it's Michelle's, but I, I will read it to attempt to bring down...

- 10 You can provide us with an interpretation. That's fine.--- Okay. In attempt to costs and increase revenue to cover the costs of SNP contract increase the campus access, in an attempt to bring down costs and increase revenue (not transcribable). Doesn't quite make sense, the sentence, to me, but, written, but I, yeah.

All right.---Not sure, sir. I think there's words left out or something. It just doesn't make sense, the sentence.

- 20 Then if you go to the covering page of the email on page 25, in the email from Michelle to you, in that first sentence it says, "Hi, Dennis. I have more information. The access and lock-up costs will come under a Campus Assist change option." Can you explain what that means?---Probably not entirely but the, the Campus, the Campus Assist change I think is what I was referring to around the, those 15 officers going and four officers taking over from security. "Access and lock-up costs will come under a Campus Assist change option so it's good, the cost of this service will be reduced but it should not affect your budget." That's my interpretation. I don't know if it's right or wrong, but.

- 30 Now, she goes on to say that \$285,000 needed to be found and one suggestion was to increase parking fine revenue, and then in your email at the very top, on Saturday, 27 August, 2016, you set out some of your observations in relation to that.---Is that page 27 now, sir, or - - -

Still page 25.---Oh (not transcribable). Yeah, so - - -

So I take it that the university was able to find \$285,000?---Oh, I, I'm not sort of involved in their budget process, sir. I'm not even, I haven't even had access to the budget, any budget, so I don't, I don't know.

- 40 Well - - -?---Yeah, I don't know, sir.

Now, Mr Smith, I'd like to ask you some questions about a document at page 28, which is called an external interests policy, held by the University of Sydney. Have you seen this document, Mr Smith?---No. Not that I can recall. They have hundreds of policies, I -.

Well, if we turn to page 30, it sets out - - -?---30, sorry?

That's right. Page 30.---Oh, 30. Sorry. Yes, sir?

And if you want to just read 8(1) and 8(2). Those provisions identify the conflict of interest rule at the university. ---- Right. Okay.

Now, Mr Smith - - -?---I can refer back to it, sir.

- - - did you ever receive any gift or benefit from SNP?

10

THE COMMISSIONER: Just, just before you answer that - - -?---Sorry, sir.

- - - just a couple of things I wanted to point out. I should say to you, Mr Smith, that this investigation has been proceeding for some time.---Yes.

And as you're aware, search warrants were executed by the Commission, you're aware of that.---Yes, sir.

20

And you'd probably also guess that other inquiries have been made to get to the truth of the matters referred to in your summons, and they're the matters that I read out when we started this process this morning. And I've explained to you that if you give false or misleading evidence here today, you'll commit a very serious offence. Do you understand that?---Yes.

And the penalty can be very severe.---Yes, sir.

30

Now, before continuing your evidence today, I ask you to keep a few things in mind. First, as a result of materials obtained through the Commission's search warrants and other inquiries, it has made the Commission, the Commission has obtained a great deal of relative evidence. The second matter I want you to keep in mind is that this evidence indicates strongly that you're a person who can assist the Commission in this investigation. And the third matter I want you to keep in mind is, in giving evidence today, is that on the basis of some of the material already obtained by the Commission, which I have reviewed, I consider it likely that if you give untruthful evidence in relation to what's just been put to you, the Commission will be able to demonstrate you have done so, and that could have very serious repercussions for you.-Can you ask the --No suggestion that I'll be giving false information, Commissioner. Thank you, sir.

40

No, no. I want to put that right on the table so that you listen very carefully to the question you've just been asked and you answer it truthfully. Ask it again, Mr Baine.

MR BAINE: Thank you, Commissioner. Mr Smith, have you ever received any gift or benefit from SNP?---SNP. No, nothing I recall from SNP.

And, Mr Smith, have you ever received any gift or benefit from SIG?---So, SIG, from the times I've met that gentleman, he came to the university. On occasion he presented a gift card as a thank you to, from his staff. I always met him with a third party, declined the gift voucher, and reported it to whoever the manager was. Apart from all this today, that's quite an innocent inoculation, a Christmas card with a gift card in it. So, once or twice there was a gift card, returned either direct to him or was given to Emir. When I'd open the, the Christmas card or – and the card that was in it was returned to, to Emir to give back to, to SIG. In 2015, Emir did a
10 booking for me for a 30th wedding anniversary. He wanted to do something special and I said, “Emir, you can book. I will be paying.” It came to light after that booking, he booked that through a friend of his, a Russian friend, Mr Mahalic. I, I can get that exact name to you. And it was brought to my attention after the, when I went to pay for the bill that it was billed by SIG and I had actually no idea it was being booked by SIG. Emir booked it and it was being booked through a colleague of his who was a travel agent who actually books places. I didn't even know where I was going. I said, “I'll leave it to you.” And it wasn't until later that I actually found out that it was
20 SIG, always on the presumption that money was being paid to Emir through, through his friend, his Russian colleague, that brings people out and puts them into different accommodations and so forth. Money was paid to Emir and I reported it to the then manager, the opportunity, when the opportunity arose.

THE COMMISSIONER: Who was that manager?---It's Mr Andrews, sir, at the time and that would have been a few days after the event, and Emir was, as was going to be anyway, I said, “You do it and I will pay you the money,” and he was paid, paid the money and that was in 2015 for a 30th wedding anniversary. He just wanted to do something special. That was the
30 proviso, “You do it. I will be paying.”

Who, who made, who made the booking?---So, Emir made the booking sir, through a friend of his, it's a – I can probably think of his name but I will, I will get his name through my barrister, if that's okay, sir, who did the booking. And for whatever reason, that person had a slight arrangement apparently with SIG because I asked how that happened and Emir didn't know how it happened. He, he asked and somehow SIG had made the booking. First I, knowledge I got of it, I sort of, well, hang on, and known it was always being paid but I did report it as an SIG issue and, and a booking.
40

Did you pay it back?---Oh, I paid, no, sir. Emir was getting the money in, in either regard. He was given, going to be paid the money for the, for doing the booking, that was the proviso. I let him do a special occasion.

Why would you, why would you – what did you think was going to happen? Just run me through that again. You - - -?---Okay. So Emir made the - - -

Just a moment.---Yeah, sorry.

You say that you had a 30th wedding anniversary?---Yes, sir.

And Emir offered to make a booking, did he?---Yes. As a special occasion. He, you know, he wanted to do something, "Let me organise a place." I didn't care where it was. In the city somewhere.

But a booking just involves picking up a phone and making a booking.---I think he wanted to do it as a gesture, sir.

10

So, the gesture was going to be to make the booking for you and no more? ---Yes.

Right.---I think it was a booking, it was a dinner. It was booking of two nights and a meal and, and he was going to be paid the money.

But you had an expectation when he told you that he was going to do this that he would be making a booking but you would be paying?---Indeed.

20 I must say, that sounds a bit odd to me. I mean, you've got a 30th wedding anniversary.---Yes.

And he's going to do you a favour I suppose by making a booking that you could have made yourself?---Well, he wanted to do, he wanted to do it, sir, to have, be involved, make it a bit special.

How was he going to do that? I mean, you were going to pay for it on your evidence.---I think, I think for him, I can't speak for him but he made the booking, sir and it was always to be paid and he did get paid the money for it.

30

What, you paid him?---Yes, sir. The knowledge of SIG in it was nil until the end of the booking. It was being booked through a colleague of his who does special occasion bookings. He was going to select a room and do all that.

Did he tell you how much it was going to cost?---I expected it would have been a nice place. He didn't actually, I can't remember him saying - - -

40 So, you've got a 30th wedding anniversary, Emir makes a booking for you -- - Yes.

He doesn't tell you what it's going to cost but you had an expectation you were going to pay, is that right?---Yes. I'd be paying, yes, sir. Like, he may have said what it was, I don't recall exactly the, what it was but he, he was paid.

Very well.

MR BAINÉ: How much, do you recall, did you pay Emir?---It was close to probably, I thought it was close to \$1,000. It was two nights and a meal. It was pretty close to it. Something, don't, again, it's three, three years ago.

THE COMMISSIONER: Who made the booking for the meal?---Sorry, sir?

Who made the booking for the meal?---I thought he was doing that as well. I thought he had booked the lot from memory.

10

Right.

MR BAINÉ: Did you ever meet the alleged booking contact that Emir was using?---No, I've never met him, sir.

And how did you pay Emir, was it in cash?---I gave him in cash. Cash, cash.

20

And would you have withdrawn the money?---No. I usually have some cash always at home.

All right. Well, Mr Smith, would you turn to page 31.

THE COMMISSIONER: Before, before you do.---Yes, sir (not transcribable)

30

Who paid for the meal? I mean you're there in a restaurant, you have your meal. Presumably you left at some point. Are you saying that you tried to pay and they told you it was already paid for?---It was, yes, it was a voucher system, sir. It was paid for, yes.

A voucher system?---Well, it was paid for. I guess it was some sort of voucher. I don't know, but it was paid for.

Yes, very well.---Thank you, sir.

MR BAINÉ: Mr Smith, on page 31. --- Yes.

40

You will see that further to the university external interests policy, the university under item 9 is required to keep a conflicts register. Have you ever heard of the conflicts register?

---Not really, sir.

I suppose it follows that you haven't seen the conflicts register?---No.

If you go to item 10 it says - - -?---I'm sorry.

It's in relation to an annual declaration of external interests to the university.---Yes.

Now, so that's subject to clause 12. If we look at number B, "Any professional staff member or affiliates who are or may be involved in the decision making on the university's behalf, whether or not as decision maker, are required to provide to the relevant executive supervisor an annual declaration of external interests irrespective of whether or not the interests declared attached the operation of the conflict of interest rule."

10 Mr Smith, do you remember signing a conflict of interest declaration in the year 2015?---2015. I don't recall signing a declaration.

Do you remember signing one in 2016?---I don't, I don't recall signing.

What about 2017 or for this year? Have you signed an annual external interests declaration?---No, no.

20 And do you think that the reason for not signing that declaration was through an administrative error or was it never drawn to your attention or did you just fail to do it?---I've never realised there was an expectation to do it. I don't even know what reason I'd have to do it. I've never been, isn't, you know, I would just, reading that, more if you belonged to a company or you, I don't know. I've never signed it. Never put one in.

30 Well, if we go down to item 11 which is in relation to ad hoc declaration of external interests at the university and it provides that "Staff members and affiliates who acquire or become aware of an external interest at a time after their most recent annual declaration or before the next annual declaration is due must provide a further ad hoc declaration of that interest as soon as possible after becoming aware of it." Now, Mr Smith, do you have a recollection of ever signing an ad hoc declaration of interest?---I'm not sure what they mean by external interest.

Well, I can refer you back to item 8 on page 30 but if you would like to look at item 7 as well that might be of interest to you.---Okay.

40 So it's plain, Mr Smith, whether or not you knew about it or not, that the university has a policy in relation to external interests covering conflicts of interest. Now, did you report to anyone at the university anything about the accommodation that you had in 2015?---Yes.

Now, what was the nature of the declaration? Was it oral or was it in writing?---It was a meeting with the manager, Mr Andrews, and I raised it in a meeting with him.

And during that meeting did you see Mr Andrews – well, do you recall the meeting?---I know, the exact meeting, I'm not sure what the exact meeting

was about, but in the meeting with him shortly after I certainly raised it, that there was an error.

And in that meeting do you recall whether or not Mr Andrews took any notes or recorded anything in a conflict register?---Oh, I can't recall if he, if he completed a conflict register or, or, or made notes of it, sir.

10 And did Mr Andrews speak with you about the declaration of external, or the expression that you made in that meeting of the external interest? Did he follow that up at another time?---Oh, I, I don't know. I, I had told him what had happened and he, in the meeting and (not transcribable)

But as far as any interaction with anyone from the university, was that the last time that you spoke with anyone about the gift that you had received from SIG?---It wasn't actually, it was not actually a gift from SIG. It was supposed to be from another person. It wasn't from, supposed to be from SIG.

20 The gift that was allegedly from Emir, did you raise it with anyone at any point after the meeting?---Sorry, just the word "gift". It was paid for. It was always to be paid for. There was no, there was no, no gifting. The money was paid.

THE COMMISSIONER: So that's a gift, isn't it?---Well, I paid for the, I paid for the actual accommodation and, and meal.

30 You have, you have some difficulty accepting that it was a gift?---Isn't, isn't a gift if you got it for nothing? I, I mean, again I, I would have thought a gift is for nothing, sir, but I paid for it.

MR BAINE: So your, I've, I've just raised the question with you, though, Mr Smith, as to whether or not you raised with anyone else after that meeting with Mr Andrews the gift that you received from Emir.---Oh, I have no recollection.

And did it occur to you that – I, I withdraw that. And did you yourself make any further inquiries in relation to the disclosure that you made to Mr Andrews at any later stage?---Did I, sorry? Did I - - -

40 Did you follow up with Mr Andrews or anyone else at the university?---No, because I, I, I have told him what had happened.

So that was the last time - - -?---And he's my immediate managed, up one level, and I reported it to him.

Okay, and that was the last time that you dealt with that matter?---Well, as far as I could remember.

THE COMMISSIONER: When, when did you first realise that Emir or, that Emir had made any payment towards your 30th wedding anniversary?--- He didn't make any payment, sir. My understanding, he was, he was booking it, for me to be paid, and I couldn't pay and I found out - - -

But when, when did you first become, become aware that you couldn't pay?--When I was leaving, from memory. When I was leaving.

10 When you were leaving what?---The accommodation, sir. The second day, yeah. This has been covered and I thought I would be able to pay there, so then what I was, chasing me to pay, I was told it was SIG who'd made the booking.

MR BAINE: And approximately when did you give cash to Emir?---It was pretty soon after.

And --- I can't exactly remember but it was pretty soon after the, the time, the event.

20 Mr Smith, before you worked at the university, what was your profession? ---As, I, in the, I didn't work for a number of years, but - - -

THE COMMISSIONER: You were a police officer formerly, weren't you? ---Yeah, I was a superintendent.

Thank you.---26 years there.

Yes.

30 MR BAINE: And with that experience did you have any reason to be suspicious about Emir providing you with this gift?---No, because I think he saw me as a bit of a father figure. He doesn't have any relatives here and it was more about I think he was seeing me as a mentor and a father and wanted to do something right.

40 And what about when you heard that the accommodation had been paid for by SIG and not Emir?---Pretty flabbergasted. Well, no, Emir wasn't paying for it. It was, he was booking it through a friend of his, which we will get the name, and that person manages bookings for international guests and was going to select a, a nice room in a venue. That was the understanding, then I was to pay.

And your recollection was that person had a Russian-sounding surname? ---Yes, sir.

Well, Mr Smith, would you turn - - -?---I've never met him but I - - -

THE COMMISSIONER: Before we go there, what happened, when, when, when did you have your meal? Was it during your stay?---Oh, it was, it was during – exactly, Commissioner, I couldn't remember. Certainly during the, during the stay, I thought, but - - -

Yeah. And can we take it that you were presented with a bill?---Not sure I even was presented with, well, a bill, I can't remember if I signed the bill or it was just covered, it was covered, it said it was covered. I can't exactly remember the words, Commissioner.

10

But I think you said to me a little while ago that you became aware that things were being taken care of when you were checking out of the hotel.--- Yes, but the, my understanding is the, that was a separate, that seemed to be separate to the hotel.

Yeah, it was separate and - - -?---Yeah, yes, it was separate.

But could we take it that when you went to pay the bill the night before you checked out - - -?---The morning I think it was, yeah.

20

No, you, you went to dinner, didn't you, the night before you checked out.--- Oh, sorry, the dinner, sorry, I'm thinking - - -

Yes.---Okay.

You must have become aware at that point in time, surely, that the dinner was covered.---The dinner was going to be in the deal. That was covered. But again it wasn't, where, it was SIG.

30

When you say that the meal was to be covered in the deal, what do you mean?---Well, he was booking accommodation and a meal.

And presumably at the end of the meal you went to pay for it.---No, the meal, I think the meal was also covered.

Covered by what?---Well, it was being covered by the, the person, the Russian person who was going to be covering - - -

40

I'm not, I'm not talking about the bookings. I'm not talking about payment. It must have become apparent to you after you had your meal --- Yes.

That somebody else had paid for it.---Yes, well, I, obviously it was paid for or being covered, so I couldn't pay that either, so - - -

But at that stage that's the 5th – we'll come to the dates in a moment – but it's the night before you checked out. Why didn't you just check out? ---Well, I was always paying. I was always paying Emir for this, these, recompensing him through the third party.

Let's go back a step.---Yeah.

The night before you check out, you go to Wolfies, a restaurant, did you not?---I'm not sure of the name, sir, but it was a restaurant.

And you had a meal. And can I suggest to you that it came to about \$360. ---Right.

10 And at some stage no doubt you were presented with a bill or an invoice, or. ---I'm not even sure if I was presented with a bill, sir. I can't remember actually saying - - -

But by the time you left that restaurant it was clear to you, wasn't it, that somebody else was paying for that meal.---Yes.

What did you do?---Well, I had made note of it and I was going to be paying Emir back for the whole, the whole lot on the first time I see him.

20 I suppose there are a number of things you could have done. One would have been to insist that you pay the bill and they could make a credit back to - - -?---Well, I did ask, I'm pretty sure that I asked to pay the bill and they said, no, it's covered. You can't do it.

They can't refuse you.---Well, yeah, not, not a lawyer or anything, so I didn't know what to do there.

I have to say, Mr Smith, that this isn't making a great deal of sense, it really isn't, and I remind you again about the serious consequences of giving false or misleading evidence.---I understand, Commissioner. This is what happens.

30

Do you want to have another think about the evidence you've just given? ---This is what was, the best I can recollect on it, it's three, it's over three years ago.

Yeah, but this is not something you'd forget.---That was always being paid?

You stand by that evidence?---So it was always to be paid to, by, to Emir?

40

No. I'm not, I'm not asking you whether it was to be paid to Emir. I'm asking you whether you understood when you went to the hotel and to the restaurant that it would be paid for you whether or not you were going to pay it back?

---No, I can't exactly recall the front end.

Wasn't the front end of this, Mr Smith. That you went to this hotel in early October, 2015 - - -?---Yes.

- - - a matter of weeks after the contract renewal had been settled but not signed, that is, October, 2015, and we know from the answer that Mr Baine gave a little earlier that the new contract was to date from September, indeed 10 September. What do you say to the suggestion that you were being given a benefit for assisting in the resolution of that contract in favour of SIG, SNP rather, SIG, I'm sorry?---Absolute denial, Commissioner. I'll look you in the eye there.

- 10 Absolute denial?---That. that I had any, any role indeed in awarding the, the contract. To start with my, my loyalty is to the university. I've been leaving for a year and a half, I would have gone, but no, I've been staying there covering a number of positions.

You, you've told us that. Did you or did you not know that the hotel and meal were going to be paid for by somebody else before you got to the hotel?---I can't exactly recall, sir, the, the arrangement but the arrangement was whatever the cost was going to be it was to be paid for by, by me.

- 20 If it was going to be paid for by you why would there have been a necessity for the booking to be made on the basis that it would be paid by somebody else?---I was under the illusion that I was paying for it. I was paying for it.

So you were never of the understanding that it would be paid for you before you checked out of the hotel?---No, or, or the meal. It's probably my poor explanation of it all. He would do the booking and I would be paying for it. I couldn't pay for either when I was there so I indicated to Emir that I will be paying you the next available time that I see you. There's obviously some stuff-up here.

30

And the, the extent of his gift to you, you say, for your thirtieth wedding anniversary was to make some bookings or have them made for you?
---Well, to organise a nice place and a nice restaurant.

At your cost?---Yes.

That just doesn't make sense I'm sorry. Anyway, if that's your evidence. Yes, Mr Baine.

- 40 MR BAINE: Thank you, Commissioner. When you found out, Mr Smith, that SIG had paid for the accommodation did you ask Emir why?---Yes.

What did he say?---Well, he was flabbergasted as well because he had made the booking through the Russian person and the Russian person had somehow linked into SIG and I asked him how they knew each other. He said that he didn't know they did know each other and that obviously, and somehow SIG had come to make the booking.

THE COMMISSIONER: And, and Emir didn't know that either?---He didn't know that, sir. He didn't know that the person making the booking had any relationship with SIG. Well, that's what I was told and they're his exact words to me.

MR BAINE: That, that would seem very unusual and did you raise the accommodation paid for by SIG with Mr Sirour?---So, Tommy?

10 Directly with the boss, Tommy?---I didn't have contact with him from memory at all about it.

What about any of the administration staff at SIG including - - -?---I never talked to them in my life.

Would you agree that you would have had cause to speak to them on this occasion if they had paid approximately \$1,300 for a weekend's accommodation and, and dinner?---That was left to Emir to sort out and speak to them and find out what happened.

20 So you left all of the administration after the fact to Emir did you?---I reported it up the line and Emir did the booking. I said you need to find out why and that was the, that was the answer that I came back with, that came back.

How soon after the weekend would you have reported it to Mr Andrews? ---It would have been in that, well, if he was there, it would have been the first available. I think that was the long weekend because that's when my anniversary is. So, the next available time I saw him. Exactly, I, without looking at it, entry I don't know.

30 And your evidence is that you reimbursed Emir with cash?---Yes.

Sometime after - - -?---Yes. In that week.

Did you have any concern that Emir wouldn't pass the cash on to SIG or the person who had paid for the booking?---No, none at all.

40 THE COMMISSIONER: Can we take that you said to Emir that, "This is just never to happen again"?---No. I'm not sure I said those words, sir, but - - -

You would have made it pretty clear, though, surely?---Yeah. I, I can't recall exactly saying the words.

Did you convey the impression that you found what he had done unacceptable?---Well, he's saying it wasn't him, sir, it was the person he had booked it through. It wasn't Emir direct. He booked it through this

person who's a Russian travel agent fellow. Somehow that linkage was made third party. So, it wasn't, he wasn't aware.

MR BAINE: Do you think that that might have been an elaborate story?---I didn't have a reason to believe it.

10 Do you think, with the benefit of hindsight, that a intermediary Russian travel agent might not have actually have been involved in the process and that Emir reported it directly to SIG who then paid for it?---No, I can't answer that for him, sir. I just - - -

And when you told the Commissioner before that you could provide the Commission with the name of the - - -?---Yes, yes.

- - - Russian travel agent, on what basis is it that you can provide documentary evidence of that?---Because I asked Emir who it was.

20 But it's just a name, there's, do you have any records from that person?---No, I've never met them.

THE COMMISSIONER: How did you get to the hotel?---I don't recall, sir.

I beg your pardon?---I don't recall, yeah, how I got there.

Did you drive yourself?---I don't remember. I don't remember.

MR BAINE: Is it possible you were driven by someone else?---Could have been.

30 Where were you living - - -?---I have a work car. I, I don't know where he - I might have come from the university. I, I just don't recall.

In 2015, where were you living, Mr Smith?---2015. I would have been in, in Kareela, in Sydney.

And do you have a recollection of someone collecting you from your home and taking you to the Shangri-La Hotel at Circular Quay?---I don't recall.

40 And do you have a recollection, an alternate recollection, of anyone from, or anyone collecting you from the University of Sydney and taking you to the Shangri-La at Circular Quay?---They could have but I, I don't recall. I, I, just, I just don't know.

Well, Mr Smith, if you turn to page - - -

THE COMMISSIONER: Just, just a moment. I think I know what you're, where you're about to go but in light of this witness's evidence, I don't think there's any need to show him the documents at this point.

MR BAINE: All right. Okay, all right, thank you, Commissioner. Then, Mr Smith, I'll ask you about any other gifts that you might have received from SIG. Have you ever received any flights from SIG?---No.

And you received gift vouchers from SIG?---Yes.

Do you recall approximately how much those gift vouchers were valued at? ---Yeah. A couple of hundred dollars because I looked at them.

10

And they appeared in Christmas cards, did they?---One certainly did and, and, and others in a card of, of some type. I can't exactly remember but handed it back directly or via Emir to be handed back.

Now, Emir obviously sat next to you at work but Emir was an SNP employee, not an SIG employee?---Correct.

20

And why did you hand the documents back to him or the gift cards back to him?---Well, on one occasion, the person had left, he'd left and we opened up the gift, the card and it was in the, inside the card when you got back into the office. And another time I think we did give it back to him as well. So, I was talking about the time, the gift card inside the card.

And were there any other occasions where you received gift cards from SIG other than Christmas?---He may have given some of those not at Christmas or, or another visit. I just, I, I just can't recall.

30

And do you recall if the gift cards were received just by you or were there other people who had received them too?---I don't know.

And did you ever receive any cash payments from SIG?---Never. Wouldn't have dared. I would have reported the system, I would have reported it straight up the line.

And --- as I reported the gift vouchers. I did mention - - -

40

So can you explain to the Commission the process involved when you reported the gift cards?---Yeah, again there was a gift card and I would report that one level up. At a meeting with him, was offered a gift card, hand it back.

Now, at either of the two meetings that you've described, did Mr Andrews say, "Mr Smith, it might be prudent for you to update your external interests declaration form or for you to make an ad hoc declaration about external interests"?---No, because they were, they were given back and I wasn't given that advice. And the second time would have been Mr Sullivan. Mr Andrews would have gone. Divisional manager.

And on neither of those occasions you can recall receiving advice from your superior instructing you to comply with the university policy to declare those external interests or to declare those gifts received?---No.

Were there any other occasions where you received any accommodation in Sydney from SIG?---Not that I recall.

10 Were there any other occasions where Emir approached you about making a booking through an intermediary Russian travel agent for your benefit?
---I'm not sure if he did.

THE COMMISSIONER: Come on - - -?---I, I - - -

What about in March of 2017? That's not all that long ago either.---I don't remember any, recall - 2017, March - - -

MR BAINE: Did you stay at the Shangri-La in March 2017?---I'm not sure. I can't recall if I did.

20 Did you stay at the Shangri-La frequently?---No.

So - - -?---I stayed there in 2015.

THE COMMISSIONER: What about 2017?---Not that I recall, sir.

It's something you would recall, surely. I think you told me a little earlier that you were a superintendent.---Yes.

30 You, you, I find it very difficult to accept that somebody who has been, reached that position in the New South Wales Police Force wouldn't recall staying at a hotel, one of the larger hotels in Sydney, as recently as March last year.---I don't. Honestly I don't.

Very well.---But, yeah.

Are you saying that you may have but you don't recall?---I actually do not remember staying at the Shangri-La.

40 Does that leave open the possibility that you may have?---Maybe but I just, I don't recall. I'm not saying no, but I'm saying I don't recall and have no recollection of it.

MR BAINE: Would you have had occasion or a special occasion to stay at the Shangri-La in March 2017?---Nothing around marriage or, no, no.

And do you recall discussing with anyone in your professional or your personal life about wanting to stay at the Shangri-La in March 2017?---No. Nothing sits in my mind that, saying that.

Did anyone approach you about wanting, about, with an with an offer to stay at the Shangri-La in March 2017?---Again, I don't know.

THE COMMISSIONER: Why don't you know?---Well, I, I can't recall it.

MR BAINE: Do you have any siblings or family members, Mr Smith?
---Yeah.

10 What are their names?---[REDACTED]

And they're the only two?---Yes.

And do you have any relatives or relations named Michael?---Michael, a last name or - - -

No, Christian name Michael surname Smith?---Never heard of him.

20 And is there any, anything in your mind, Mr Smith, that prompts you to explain why you might have had someone approach you or you approached someone about staying at the Shangri-La in March, 2017?---I can't remember an occasion, a special occasion, a reason.

THE COMMISSIONER: But you can't remember you say one way or the other whether you stayed there?---No, I can't even remember that, sir.

30 I, I, something I should explain to you, and no doubt your lawyer will at some point, I assume. Giving false or misleading evidence just is not confined to giving false or misleading answers. It can extend to claims that you do not recollect matters which you clearly must recollect. Do you accept that? Do you understand that?---I recollect, sir, I'm telling you, I'm looking you in the eye and I'm telling you I don't recollect and if I'm shown to have been there and then I need to start thinking and find some records or something because I don't. At this stage, right now, I don't. I'm under examination conditions here. I'm trying to remember a lot of stuff. I've been fairly frank and honest and I just cannot recall.

Very well.

40 MR BAINE: In any event, Mr Smith, you agree that it would be inappropriate to accept any gift or benefit from SIG?---Yes, and I've got evidence, evidence of turning those away, sir.

Well, when you say evidence, you didn't yourself record in an external interests declaration under university policy those gifts or benefits did you?
---Handed them back.

No. You didn't comply with the university, you, you've just said that there's evidence. You never completed a declaration of external interests for a gift or benefit that you received - - -?---No.

- - - did you?---No.

And you never completed an ad hoc declaration about any gift or benefit that you received as required under university policy?---No.

10 And what supports your assertion that you did report those matters is meetings with your superiors about gift cards and about the accommodation?---Yes.

And they might have taken records of those meetings, of, of what you disclosed in that meeting?---They have, yes.

But to the best of your knowledge did you yourself complete any record documenting that you had received an external gift or benefit from SIG?
---No, because I had given the money back for that. So my definition of gift
20 is you get something for nothing, so Emir was paid the money for that and the gift cards were given back.

THE COMMISSIONER: But as an experienced police officer you would have well recognised, can I suggest, that there was a possibility that you would be compromised by reason of the fact that there had been a payment and what I want to suggest to you is in those circumstances, if what you tell us is true. ---- Yes;

30 You would have kept a record to make sure that you could demonstrate objectively that you had repaid what had been paid on your behalf.---Yes.

And you didn't keep a record.---I'm not, well, I keep a diary. I'm not sure if it's in the diaries. I don't, I don't know. I don't know. But, sir, to your first point about being compromised, there'll be no person you'll have under oath in here come before you to testify you that I had any knowledge of any of these issues in my summons, any knowledge of what was going on at all, sir.

40 Well, we're not dealing with that at the moment. We're dealing with another topic. Very well.

MR BAINE: Shall we move on, Commissioner?

THE COMMISSIONER: Yes.

MR BAINE: Mr Smith, I'd like to take you to page 46. This is an email from Ayla Leighton who you've identified earlier was a security site

manager from SNP at the University of Sydney.---No, you never asked me about Ayla Leighton, you asked me about the other - - -

Aaron Lucas?---That's right.

Would you agree that Ayla Leighton was a security site manager from SNP at the University of Sydney?---Yes.

10 And Ayla sent an email in July of 2014, 2013 I beg your pardon, to which you were copied in and she was explaining that she was going on leave for the next six weeks and she explained some operating procedures at the university. I'd like you to have a look at the matters in relation to ad hoc work, those two bullet points.---Ad hoc work, sorry? Yep. "The situation..." (not transcribable). Yes.

20 Now, is that an accurate statement of how you would like to organise ad hoc work in 2013?---2013. Let me just read that again. "Every situation arises – additional guards through Dennis will contact Daryl with instructions." That's correct. Can't speak for Daryl, where he organises them but no, no ruling in that. "Dennis prefers off shift guards." That'd be correct because they have access cards and cards that they can get into the university and I, I don't care where they come from, SNP as the first point or SIG. As long as they have got a card, an access card, they should be going through SNP to start with. Access control and, and they're contracted and inducted into the university. That's the general requirement for anyone to, to come on, on for different duties.

So, that's an accurate statement as at 2013?---Inaccurate, sorry, you said?

30 Accurate?---Not all of it's accurate, no.

So - - -?---So, you're saying – there's some issues there. I can't speak for Daryl about organising.

But you agree that the two points that concern you are accurate?---Are you talking about ad hoc?

40 Yes.---Oh, to me not to Daryl. "Dennis Smith will organise Daryl with instructions," well that would have been correct about organising stuff. The second part is "Dennis prefers off shift guards. Uniforms," that's correct.

Yes. Now, what was the position or what is the position in 2018 for organising ad hoc work?---Ad hoc work. So, the contractors organise ad hoc work, SNP.

But I, my, my question is, this paragraph explains the process for ad hoc work in 2013. Is it any different in 2018?---Well, you've pulled one email there from one person in 2013, that was five years ago and the, the

instructions today around, sorry, ad hoc work, it's not contracted work, it's ad hoc work and SNP is responsible under a contract, under an ad hoc work arrangement to supply officers. I have no say where they come from. That's not university business. We, we need people who are inducted, site trained and turn up to complete the ad hoc work.

Mr Smith, I'm just trying to understand the university process for approving or applying for additional guard services.---Right.

- 10 Now, it might be easier if we just go through step by step. I'd like you to explain to the Commissioner the process that the University of Sydney employees would go through when requesting ad hoc guarding services?
---University of Sydney employees, ad hoc guarding - - -

20 So, hypothetically, someone from the law, the, the lawfaculty.---Okay, so you're now talking about one-off, so, so that's a, a different kettle of fish to, to the ad hoc where you've, you've got open, you've got close, you've got people static in libraries. So, you're suggesting if, if a job comes in, a client requests, requests an additional guard like, like we saw before. The, the, a
20 guard to be on service, sorry, in, in a building or fire checks or whatever, then that would usually come through on a service request, on a service request because we can track those and they would often have an account code if it's their department that are requesting the service. They would provide an account code - - -

30 Who would supply the account code?---Whoever requesting the service. So, if it's a project manager or a subproject manager or Wormalds or library services who want additional guards. Rare books, "We're opening the rare books safe and we need a guard to stand here all day whilst we do some
30 rectification works or a stocktake," they would supply their account code.

And where did they get the account code from?---Well, they have, they have their own under the university economic arrangements. They have their own account codes for their own departments and faculties and service units.

All right. And that service request goes through a system, does it?---Yeah. It's an ARCHIBUS system. Yes.

40 ARCHIBUS.---Yes.

Okay. Now, that would be sent through to the CSU, would it?---Yes, yes.

To Daryl and Emir?---Oh, and myself. It's a whole unit. Anyone would pick that up, any of the five staff would have a look at those and discuss.

Okay. And the job details would be included, a job description- - -?---Yeah, yes.

- - - would be included?---Usually be included, yes.

And was there any other information that was included in the request other than the job description, the account code and the proposed number of hours that they required the guard for?---No. The Basic job, , often we would follow up. There's probably not enough information in there, so we would often make a call and obtain some more details pertinent to the job at hand. So, that often happened.

10

All right. Now, once you had received that request --- Yes.

You, Daryl and Emir would review it?---Yes.

And what actions would you take after you'd reviewed it?---Well, we would obviously, then if it fit the request and, and the role and we were able to do that role, then they would complete a service sheet, Daryl would complete a service sheet, an order sheet with the details mirroring what's in the service request. Most would have an account code, some may not. You know, there are departments that we cover. If it's the vice chancellor and principal for example or senate or – they wouldn't have account codes but all the details we had would go and SNP would do their process, whatever that was, about ordering that particular guard, a, a guard for that job.

20

And how would the person who requested the service know that that request had been approved?---They would usually get an email or a response on the service request and they may have already been contacted in the interim, finding out some more details.

30 Right. And then who was responsible for rostering the guards?---SNP.

So, that's consistent with your email over here, where you say that Daryl would organise coverage and probably through SIG?---No. The first part yes, I'm not saying through SIG. I'm saying, my requisites that any of those sort of jobs, they have to have an, be contractor inducted, they have to have their access pass and they have to, yeah, be able to get keys out in case it's a, a, a fire drill or so forth. So, they've got to be inducted into the university, have access cards, codes and uniform.

40 So. --- That's a sort of pre-requirement.

Yes. And Daryl would assign that person and if there was someone from SNP available or someone from SIG available, he would, at his discretion, choose who was most appropriate and qualified to do the work?---Oh, I don't know how they did that service request or rostering. I don't know what happened there. That's their process, yeah.

All right. Now, approximately how often would you receive requests for smaller matters like that?---Oh, you get those weekly. Yes.

So, it was quite common?---Yes.

And it was quite common that these service requests were small?---Small as in?

10 Say less than \$1,000?---Oh, yeah, yes. Yeah. Generally it was a one-off particular issue. Yes, yes.

And what was required of guards when they were signing in and signing off?---Well, it's an SNP issue, it's their process, it's their sign-on sheets. They're, that's theirs to manage.

Now, once the request was sent through ARCHIBUS, would Daryl and Emir then create an internal SNP request for service form?---Yes. I've, I've seen those, filling those in, yes.

20 And what was the point of those?---I think that's where, that's how they were sent to billing again to, to get an extra guard.

Now --- SNP or the other mob don't have any access to our ARCHIBUS system so they've got to send their own internal service request to get an officer.

30 And did your name appear on those request for services from time to time? ---Oh, they would have, they would have appeared because I would have been either authorising, they put me down as the university person to authorise.

And what invoice would request for extra guarding services for example be included in, the contract invoices or the out-of-contract invoices?---Those additional services would have been out of contract, sir.

40 All right. Thank you, Mr Smith. Now, could I take you to page 48. This is an email from Emir Balicevac to S International Group on 21 February, 2014. Emir has attached a spreadsheet, sorry, a time sheet and on page 49 are you able to shed any light on what the entry on Thursday means where it says, "Team leader rate SIERRA 2. Dennis Smith requested to be paid full 12 hours as me and Amyna Huda being taken off our normal shift"?---In isolation of, of that I wouldn't have a clue.

Now, I've asked you previously but I'll ask you again. Have you ever been paid any money by SIG or SNP for any work allegedly performed by SIG or SNP?---Have I been paid money? And I've answered that and I'll answer it again, no.

All right. And, do, has there ever been an occasion where you have requested to be paid the full 12 hours as what Emir has been paid for performing a shift?
---Me?

Yes.---I get paid 35 hours a week and probably do 70 and that's unpaid.

THE COMMISSIONER: That wasn't the question.

10 MR BAINE: My question, Mr Smith, was have you ever requested to be paid the full 12 hours as Emir?---I'm not sure what you're saying because I'm a university employee. That, I'm paid a 35-hour week. I don't get overtime or anything.

I'm putting a proposition to you, Mr Smith.---Oh, sorry. Yeah.

And you've seen throughout – I withdraw that.---But you're talking about, I'm confused on the question because this, this relates to, this relates to an issue about Amyna and, and, and Emir with my name in it not about me getting 12 hours.
20

Well. --- Is that what I, so I'm not reading it different to you am I?

Read one way it says "Dennis Smith requested to be paid full 12 hours as me."---(not transcribable) "Dennis Smith requested to be paid full 12 hours as me and Amyna have been taken off normal shift." So something's happened there with Emir and Amyna off normal, off, off normal shift. That's the way I'm reading it. But what that is in isolation I wouldn't have a clue. It's not about me. It's not about me, me getting a 12 hour - - -

30 Whatever punctuation might be missing from that sentence, I'm asking you, Mr Smith, whether or not you have requested to be paid for 12 hours of work from SIG at any point?---No.

Thank you. Now, would you please turn to page 50.---Yes.

This is an email from Connie McGarry to you on 20 September, 2016.---Yes.

Now, we'll return to this shortly as an issue but the university has received an invoice, an out-of-contract invoice worth approximately \$31,000.---Yeah.
40

And she has a question, who is paying for the SCA protest. Out of what budget did SCA protests come from?---Without looking at the records I couldn't tell you but what she's asking there is that, is it, is it the university going to cover that under an economic university, EU situation because it was a 65 day protest well out of the bounds of the university budget that we had so that's, that's the rationale of the question. The argument about where it was paid, I, I, I don't know.

All right --- You know, unless I had a look at the documentation, the contract or the (not transcribable) contract, so where it was paid from. But that's, that's what she's asking because sometimes if, if matters are so great that we just had no capacity to sort of pay large sums, sometimes the university would pick up the cost. We're talking a 56 or 65-day sit-in here or something stupid like that, it was.

10 So I'll return to some specific questions about budgets shortly, but I'd like to show you some documents that relate to a week in late October 2016 from approximately the 24 October until 30 October. The email on page - - -?
---What, what page, sorry?

51.--- Sorry. Yes.

20 The email on page 51 is from Daryl to you on 26 October, 2016, and Daryl is setting out a summary of costs for the removal of SCA protesters. Now, it's obviously quite expensive and for the Tuesday alone it's worth approximately – this is on the third line of the email, Tuesday, 25 October, 2016. Now, Daryl says, “See the hours summary below.” If we go down to the very bottom, you can see that in that final paragraph it says “10 times 1700 to 0700” and --- Yes.

A number of names are provided. --- Yes

I'd just ask you to take note of the date, which is 25 October, 2016, and the first name, Noman, the second and, sorry, the final four names, Bishoy, Ryan, Sherif and Adam. Did you know any of those people?---Never heard of them before in my life, no.

30 All right. So would you please now turn to page 53. This is an email from Frank Lu to SIG sent on 30 October, 2016 in relation to work performed during the week ending the 30th. --- Right

Now, similar to the document that I showed you earlier, if you turn to page 55, down the very bottom you'll see that Frank has claimed 155 hours for work allegedly performed during that week. But if you turn back to page - - -?---Sorry, sorry, hang on. So are we still, are we talking, are you still talking the week of the protest still?

40 Yeah. No, we are talking the week of the protest stuff, and it runs from 24 October until 30 October.---Okay. So just again just trying to digest sort of - - -

If you'd like a moment to look at the documents, please, ask for it.---Just so many shifts and – no, keep, keep talking, sir. I don't want to hold you up.

So if you return to page 54. --- Yes.

Under the 25th, Tuesday, the 25th. --- Yes.

You'll see the names that I drew your attention to just previously. --- Yes

Bishoy, Ryan, Sherif, Adam and Noman. Now, in fairness, Noman has a different name here to what was listed in the email that Daryl sent to you on page 51.---Different surname, is it? Right.

It may well be that that's an error. --- Oh, okay.

10

But in any event the other names match up. And there's also just a final difference on the document on page 51. The hours worked were between 1700 and 0700 hours, and the hours that Frank claimed were only between 1700 hours to 0500 hours. So it may well have been that he claimed for 12 of the 14 hours as opposed to the full 14 hours. --- Right.

In any event, I just wanted to draw your attention to the use of those names.--Okay. Thank you.

20

Now, if you turn to page 56.---Yes.

This is an email from Emir to SIG on 31 October, 2016 where he says, find, "Please find the attached time sheet from last week." Now, I'd like you to turn to page 57 and I'd like you to take a look at the number of hours that Emir has claimed.---Is he by name or - - -

You will see down the very bottom it says me.---Oh, sorry, the me. Me. Okay. (not transcribable)

30

Now, that's for one person, Mr Smith. What's your reaction to that?---It seems exorbitant on the look I've been shown here. Again trying to digest this all is a bit, a bit much.

I understand.---And then just getting a total.

THE COMMISSIONER: Well, it's a, it's a period of - - -

40

MR BAINE: There's not a lot of ambiguity though. Sorry, Commissioner. ---No, no, I'm not disregarding that, sir, but I'm not, it's, yeah, I just am saying that was for the protest in that week.

THE COMMISSIONER: How could you possibly work 505 hours in a week?---Yeah, no, I, I understand that, sir. I understand.

MR BAINE: There can be no truth at all to anyone working 505 hours in a week---No, not, not on what I've seen here.

I'm not trying to mislead you, Mr Smith.---No, no, I understand that. It's just - - -

I'm just presenting the documents and - - -?---I guess you're just trying to say it's, I've digested a lot here today and I'm pretty flabbergasted by it all and disappointed and if the university has been had well, bring them to justice.

10 Well, you'd agree that someone claiming 505 hours is extraordinary?---On face value it seems so.

Now, you asked before whether or not this related to just the SCA protests. ---Yes.

If you have a look at the work that was performed in the time sheet you can see on Monday that there were both work, there was work both performed at Rozelle at Kirkbride and then lock-up.---Yes.

20 Now, on Tuesday, as I understand it, that is work performed both at the University of Sydney main campus and also at the Rozelle campus.---Right.

If you look on the Tuesday you see work performed again over the two campuses. That's true again on the Wednesday and the Thursday and the Friday. Now, that third block in the Friday column which is identified as being a power shutdown, what sort of work would be performed by guards during a power shutdown?---So, pretty much depending on the size of the power shutdown. It could be four or five buildings or a precinct. Their role is to stand outside of that building and not let anybody in after clearing it. So they would have Ausgrid or university engineers and electricians and they would clear the building and then their role would be static outside until all the works were done because the building would have no power. That's generally what – you said electrical shutdown didn't you? Yeah, that's generally what an electrical shutdown would be.

30

Right. --- They're not uncommon.

So would an electrical shutdown require as many as six guards?---It could require more.

40 But if you were to look at the block that I've shown you on Friday, six guards have been requested here.---Yes.

But only two have shown up and those two are Daryl and Emir and Emir has claimed an extraordinary 70 hours of work. So he's covered the shifts of five people and he's claimed for all of that work. Now, can you explain to the Commission any concerns that you have about one person covering five people's roles from a security point of view and a safety point of view?

---Yeah, terrible but I don't understand why the client for that job would not have raised it as an immediate complaint or a safety issue. If they've requested six or seven there's a reason. It's a large scope. I don't understand how they haven't immediately complained that if only two turned up. That's what I don't understand.

So this goes back to the issue of supervision. Do you see that the hours that the power shutdown occurred was between 4.00pm and 6.00am?---(not transcribable) yes, yes.

10

Is it possible that there would have been no-one there to actually inspect?

---No, no, no. The, whosever that job was, we have, we don't touch electricity . We have no role in managing electrical shutdowns. It's normally Ausgrid or normally university engineers or project engineers, so they would have complained to – I don't understand it. They would have complained straightaway.

Well - - -?---So, certainly it's a safety issue. Indeed it is. Two people managing what should have been allegedly a six-person job.

20

Mr Smith, you can take it from me that conduct like what I've showed you in relation to August 2016, now October 2016, was occurring right up until search warrants were executed at the University of Sydney in April 2018. I hasten to add that the extent of the conduct varied. --- Right.

There were some weeks where there was extraordinary hours claimed by particular individuals, and then there were other weeks where less hours were claimed, but the Commission is investigating conduct, ongoing weekly conduct, that was occurring between August 2016 and April 2018, when the search warrants were executed. --- Okay.

30

Now, do you have any recollection of any frequency of complaints being received by people at the university about guards failing to turn up?---There would have been the odd complaint in, in ARCHIBUS. The client has an ability to complain in ARCHIBUS, in the system, and we receive documents about levels of complaint. So, there was no mass levels of complaint about guards not turning up for those sorts of jobs because the client would straightaway get on the ARCHIBUS, or the phone in this case, and make that complaint. And obviously we would investigate that.

40

There'd be a no charge and we'd want to know what happened.

Did you ever receive or hear of any complaints that came from the person who requested the security guards that the number of guards they requested was much fewer than that which they requested?---The frequency of these jobs, they're every day, every week. Again, I'd have to – just off the top of my head, I, I know of some that have complained in ARCHIBUS. A person, a person didn't turn up. I don't recall anything about large numbers not turning up.

But there was, was there any frequency to complaints in your recollection?---
No, no, because we, we get asked on ARCHIBUS. We're measured on
ARCHIBUS. We're measured on complaints in ARCHIBUS. And I would
have been asked to fulfil a return, or the manager, about an increase or like
in ARCHIBUS complaints.

But you're also measured on key performance indicators, aren't you?---Um -
--

10

The contract - - -?---Sorry, the contract - - -

- - - stipulates a number of key performance indicators.---Yes, yes.

And if guards were either failing to attend in the first place or much fewer
were attending than were requested, then that would warrant some analysis
under the key performance indicators, wouldn't it?---It would be attended to
straightaway, pretty much as soon as the, as the complaint sort of came in.

20 And you have no recollection of that conduct occurring?---What conduct?

So the conduct of guards failing to - - -?---No, no, I said in ARCHIBUS
there, I, I do recall a range of, yeah, I, so - - -

I'll rephrase it, Mr Smith. So you have no recollection of that frequently
occurring?---Oh, frequently, no, no. And there are systems in place to alert
me to that they're frequently occurring straightaway from the owners of the
ARCHIBUS system. So we're measured on complaints every month.

30 All right. Commissioner, I note the time.

THE COMMISSIONER: Yes, I've just got a couple of questions before we
adjourn. I'm not proposing to release you from your summons, Mr Smith.
You're going to have to come back, and Mr Mackay can be notified, and
we'll suit your convenience too if we, if we possibly can. And, of course,
you'll be asked whether you want to ask any questions yourself.

MR MACKAY: I don't want to ask any questions, Commissioner.

40 THE COMMISSIONER: Yeah. I wouldn't have asked you at this stage
anyway because we're not finished. Just a couple of matters, Mr Smith.
When were you married?---1985.

All right.---October long weekend, 1985, sir.

Thank you. And what's your wife's name?--

And when you realised that the hotel bill had been paid for and the meal, did you tell your wife?---I'm not sure if I told, told her at the end or, it would have been (not transcribable) it would have been - - -

But did you tell her that somebody had paid for the bill?---I guess she would have realised – I can't speak for her but at the restaurant, I didn't hand any money over and - - -

10 But did you, did you say to her, "Goodness me, this has all been paid for"?--
-No, I don't recollect saying that, sir, no.

Well, could we take it that you didn't tell her?---I'm not sure if I did or I didn't but I, I don't remember either way.

And I think you told us that you had raised your concerns when you were checking out, presumably with the counter staff at the hotel?---Yes.

20 Was your wife with you when you raised those concerns?---I think I was at the counter, I sort of think she was with the bags, the baggage, the bags, not, not, not there, not in earshot. I would have attended, attended to that myself, sir. Normally I would do it. It's - - -

And you can't tell us whether or not you told her that - - -?---No, I can't recall that, sir, sorry.

I mean, presumably you were a bit shocked. You turn up to pay this bill which was not going to be insignificant and somebody's paid it for you. ---Yeah. I had it already in my head that obviously it was going to have to be paid.

30 Yeah --- And paid back to Emir.

Was there any reason why you wouldn't have told your wife, if what you're telling us is true?---I don't know what, if I, what, what I would have told her, told her, sir.

40 All right. Look, I'm going to remind you again that I've made an order under section 112 of the ICAC Act. That means you cannot speak to anyone about the evidence you have given here today. That includes family, friends, university staff, Emir, Frank Lu or anybody else. Do you understand that?---Understood, Commissioner.

All right. I think you said a moment ago that you've had to deal with a number of matters today and I accept that but I really do ask you to consider very carefully the evidence you gave today before you come back there again and if there's anything that you think you should raise or clarify, by all means get in contact with your lawyer or if you so choose with Ms White. Is there anything else?---Thank you, Commissioner.

MR BAINE: No, Commissioner. Nothing.

THE COMMISSIONER: No. I think we should get that folder back from you, Mr - - -

MR BAINE: Thank you.

10 THE COMMISSIONER: Thank you. And thanks for your assistance.

MR BAINE: Just, Commissioner, would you like me to tender this material or should I do that on the next occasion?

THE COMMISSIONER: I was going to ask you about that. Yes, I'm happy if you wait.

MR BAINE: Sure.

20 THE COMMISSIONER: Were you going to it individually or tender the whole folder?

MR BAINE: As a folder.

THE COMMISSIONER: Perhaps we will mark it now, will we?

MR BAINE: Okay. Well, Commissioner, I seek to tender the bundle of documents shown to Mr Smith in the compulsory examination of 8 August, 2018.

30 THE COMMISSIONER: Thank you, Mr Baine. That will be marked Exhibit 20.

#EXH-020 – BUNDLE OF DOCUMENTS TITLED COMPULSORY EXAMINATION 8 AUGUST 2018

MR BAINE: Thank you.

40 THE COMMISSIONER: All right. We'll adjourn.

MR BAINE: Thank you, Commissioner.

THE WITNESS STOOD DOWN

[4.04pm]

AT 4.04PM THE MATTER WAS ADJOURNED ACCORDINGLY
[4.04pm]