

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

WITNESS STATEMENT OF RHYS CARMADY

I, Rhys William Darcy Carmady, Director of Status Signs Pty Ltd, affirm:

1. I make this statement in response to a notice issued by Stuart John Wood AM KC, the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.
2. Attached to this Statement is a bundle of documents (**Bundle**). I refer to relevant documents by reference to the page number of the bundle.
3. For the purposes of this statement, a reference to the 'CFMEU' is a reference to:
 - (a) the Queensland and Northern Territory Divisional Branch of the Construction and General Division of the organisation registered under the *Fair Work (Registered Organisations) Act 2009* (Cth) that at all material times has been known as the 'CFMEU' (or from 2018 to 2023 as the 'CFMMEU'); or
 - (b) the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, registered under the *Industrial Relations Act 2016* (Qld).

Background

4. I am the owner and Director of Status Signs Pty Ltd (**Status Signs**). A company extract for Status Signs is at **Annexure RWDC-1, pages 2 to 11**.
5. Status Signs was started by my parents in 1997 in Cairns. At the time, the business was known as 'Stripe Works'. I have worked in the business since it started. Status Signs was the 'family business' and remains a private and locally owned company with strong ties to the community. We are proud supporters of the Cairns Taipans, Northern Pride, Cairns Basketball Inc and Marlin Coast Rangers Football Club.
6. I bought Status Signs from my parents in 2010 and have operated it since this time. In 2023, Luke Bishop came on board as a director to assist with growing the business.

Status Signs' Operations

7. Status Signs is a design, manufacturing and installation company based in Cairns, but we service all North Queensland, from the Torres Strait Islands down to Rockhampton. A map of Queensland showing our service area is at **Annexure RWDC-2, page 12**.
8. We are one of the largest signage companies north of Brisbane, with a long history of delivering projects in North Queensland. We also maintain building and electrical licences. Because of this, Status Signs is generally in good stead to win projects in the region.
9. We offer a range of products and services, including:
 - (a) digital signs;



1

- (b) illuminated signs;
 - (c) wayfinding and interpretive signage;
 - (d) building signs;
 - (e) sign fabrication;
 - (f) sign structures;
 - (g) architectural and statutory signage;
 - (h) vinyl wraps and graphics;
 - (i) laser routing and engraving; and
 - (j) window films and frosting.
10. A screenshot from the Status Signs website showing photos of the different signage products we offer is at **Annexure RWDC-3, pages 13 to 14**.
11. Our project sizes vary. A small project like installing signage for a new commercial building might be between \$20,000 to \$50,000. Large government contracts, like providing signage for a university or hospital, can range anywhere from \$100,000 up to \$800,000. We work predominantly with government clients, but also do private work. Some of the large-scale projects we have worked on include the:
- (a) Cairns Airport Expansion Project;
 - (b) Cairns Convention Centre Expansion and Refurbishment Project;
 - (c) Crystalbrook Riley and Crystalbrook Bailey Projects;
 - (d) Cairns Central Shopping Centre;
 - (e) James Cook University Cairns City Campus;
 - (f) Cairns Hospital Expansion Project.
12. It varies from year to year, but our work is roughly split between 40% government clients and 60% private clients.
13. Status signs has worked with a variety of Tier 1 builders. Generally, our experience has been pretty good on these projects. Other than a discrete incident with the CFMEU which I discuss below, I am not aware of any significant union involvement or disruption on projects sites in the Cairns region before 2020.

Status Signs' Employees

14. Status Signs employs around 22 people. A third of those employees have been with Status Signs for over 10 years. We are a diverse business, and we try to keep our work in house rather than outsource parts of it. Because of this our employees cover seven or eight different trades depending on their role in the business. Within our team we have:
- (a) sign manufacturers;
 - (b) sheet metal workers;
 - (c) graphic designers;
 - (d) automotive spray painters;
 - (e) carpenters; and
 - (f) electricians.
15. Since 2007, Status Signs also had an apprenticeship program where we put apprentices through the Certificate III in Sign Manufacturing. On average, we like to have 4 apprentices at any time. We currently have 4 apprentices in the team who are each in different stages of their apprenticeships. As a business, Status Signs believes in training and investing in the industry which is why we maintain our apprenticeship program. We also see the value in someone starting off in the industry, doing their apprenticeship and working their way up through the business.
16. In addition to being a director and owner of Status Signs, I am also the General Manager. In this role, I predominantly oversee the sales and administration of the business, including financial management and overall business strategy. There is a Sales Manager who reports to me.
17. Mr Bishop's role in the business is to oversee operations, contracts and the day-to-day manufacturing works. There is a Construction Manager that reports to Mr Bishop and who oversees our workflows. Prior to Mr Bishop coming on board in 2023, I had his responsibilities.

Early Involvement with the CFMEU

18. My first experience with the CFMEU occurred in around 2010, shortly after I bought Status Signs and took over. I had two employees at the time that were members of the CFMEU and who complained they were underpaid. This was a legacy issue which predated my ownership of the business and related to whether employees were paid ordinary time, or time and a half on their tea breaks. I sought legal advice about the issue at the time and formed the view that the employees were being paid correctly. I no longer have this advice or any records of the dispute.

19. My employees disagreed and brought two of the CFMEU officials in to see me. I do not remember the names of these officials, but they were both aggressive bikie looking guys and they were clearly trying to intimidate me. During the interaction, the CFMEU officials said things like they were going to sign up all my employees to the CFMEU, the CFMEU would get a majority and force us into an enterprise agreement, they were going to take over control of the business and that they were going to shut me down. I distinctly remember one of the CFMEU officials saying: '*We don't give a fuck if you go broke*'. The CFMEU officials were yelling at me and carrying on so loudly that other employees could hear it, and they asked me about it afterwards.
20. In the end, to make the issue go away and to preserve the harmony of my workforce, I came to an agreement with all my staff and back paid them according to the agreement.
21. The whole incident was a pretty distressing, unpleasant and aggressive introduction to the CFMEU. Employees have every right to join unions and raise concerns about their employment. I do not have an issue with that. It was the way the CFMEU officials went about it which I felt was wrong and intended to intimidate and embarrass me. I was a new business owner, and I was just trying to run my business. It was not an easy thing to deal with.

Cairns Convention Centre Expansion and Refurbishment Project

22. I first became aware of the Cairns Convention Centre and Refurbishment Project (CCCER) when it was announced in around 2019. CCCER was a big government project that proceeded in stages:
 - (a) Stage 1 involved refurbishment works in 'Hall 2' and associated public and operational facilities;
 - (b) Stage 2 involved refurbishment works for the remainder of the existing centre facilities including 'Hall 1', roof replacement and essential works; and
 - (c) Stage 2 involved the expansion works.
23. The project ran from early 2020 to mid-2023. Lendlease was the Managing Contractor.
24. In around July 2020, Status Signs tendered for work on CCCER. Shortly afterwards, Status Signs was awarded the contract to provide all the signage on both stages of the project, which involved manufacturing and installing all the identification signs, wayfaring signs, tactile and braille signs and statutory signs on CCCER. The total combined value of these contract was \$208,975.00 (excluding GST).
25. Status Signs' main contacts from Lendlease were:
 - (a) Jason Mulcahy, Construction Manager;
 - (b) Rob Pockley, Site Manager;



- (c) Dan Brady, Site Manager; and
 - (d) Jacob Hillier, Site Engineer.
26. To my knowledge, Status Signs was one of the few locally owned companies that got work on CCCER. A lot of the other trade work, especially the big trades like the plumbing, plastering and electrical trades were brought up from down south and interstate.
27. When it was first announced, the Government said it would be a \$176 million dollar project, but I have since heard rumours from other subcontractors on CCCER that costs blew out in hundreds of millions. These rumours did not surprise me based on my experiences with the delays caused by the CFMEU (which I discuss below) and what I knew people were being paid to work on the project. I understood that the wages were much higher on CCCER than what was otherwise being paid in the market in Cairns.
28. I understand that the very high rates are a CFMEU thing. Status Signs had a chippy working for us around 18 months ago who had come from working on the Queen's Wharf project down in Brisbane, which I understood to be a CFMEU project. He told me he was big fan of the unions because he was getting \$200,000 a year to work on Queen's Wharf. He also told me that the sons of CFMEU members were getting jobs on Queen's Wharf as apprentices and were getting paid over \$100,000 a year.

Introduction to Hayden Jones

29. A few weeks after we had been awarded the contracts on CCCER, I went down to CCCER to meet with Lendlease and do a site walkthrough. Our Foreman at the time, Steve Rantall, came with me. This was our first interaction with anyone on the CCCER site. The purpose was to introduce ourselves, get a feel for the site and put names to faces.
30. There were five or six Lendlease staff showing us around, including Mr Brady. We were all standing around in a group formation and having a group discussion when a worker in a high-vis shirt but no uniform came and stood beside me and started interrupting me. I did not know who this worker was or why he had joined our conversation. He was not introduced. I later came to know that the worker was named Hayden Jones. In the course of preparing this statement, I have become aware that Mr Jones was the site delegate for Lendlease.
31. After Mr Jones had interrupted a few times, I turned to him and said something like *'Can you give me a minute'*.
32. Mr Jones then grabbed my shirt and said something like *'I see how this is going to be. Fucking watch out, we can make life difficult.'* The way Mr Jones grabbed my shirt was that he pinched my shirt, where the Status Signs logo was on my chest, with one hand and pulled it towards him a bit. After Mr Jones made his threat, he walked away.

33. I think I asked the Lendlease guys who Mr Jones was, and they told me that was from the CFMEU and not to worry about him. I think the Lendlease guys must have also told me his name because I remember Googling Mr Jones at the time and seeing a few news articles and newsletters about Mr Jones and how we was 'up and coming' in the CFMEU.
34. The Lendlease site staff otherwise did not react or really acknowledge the interaction. Based on what I later came to know about the difficulties Lendlease was having on site with the CFMEU and Mr Jones, I now believe they probably just did not want the trouble of dealing with his conduct.
35. The interaction made it pretty clear there were going to be difficulties with the CFMEU on site. I was a bit worried about that so I tried to find Mr Jones again after I finished talking to the Lendlease guys to smooth it over, but I could not find him.
36. I am not precious, so I did not feel physically threatened by the interaction, but it was frustrating because I did not want to put up with the kind of behaviour moving forward. I found the whole interaction rude and bizarre.

Delay to window frosting works

37. There was one major incident, or series of incidents, involving Status Signs and the CFMEU on CCCER.
38. On 16 February 2021, Status Signs was contracted to install frosted film on the windows of the building where the expansion works were being done so that the construction work could not be seen from outside the building. This was an ad hoc variation to the existing works were doing on site. It was not supposed to be a big job. It was supposed to be a six-to-eight-hour job.
39. The work was schedule for 21 April 2021. The work required two Status Sign employees, Stewart Carr and Josh Dennien, to use an elevated work platform (**EWP**) to access the windows. The proper name for the EWP is a spider boom lift, but I would call it a cherry picker. Status Signs had hired the cherry picker from an equipment hire business, Global Hire & Services. A photo of a spider lift boom is at **Annexure RWDC-4, page 15**.
40. Before doing the work, Status Signs provided Lendlease with a detailed risk assessment and statement of safe work. This was part of our safety assurance to Lendlease to certify that we were capable of doing the job safely in the way that we planned to do the job. Lendlease had approved this risk assessment and plan through its safety team.
41. Before we started the works, Aiona (AJ) Nona, one of the Lendlease Site Engineers, told me and Mr Rantall that Lendlease was concerned the CFMEU would try to stop the works. Mr Nona told us that the CFMEU had already flagged that they were not happy we would be doing the works and did not believe we could do it safely. I did not agree with these concerns because Status Signs had already done its risk assessment and statement of safe work and this had been approved.



42. Mr Nona asked us to do the work as nightworks, after 6:00pm when everyone would have left site for the day. We were happy enough to do this if it helped Lendlease, so we agreed.
43. Somehow, the CFMEU became aware that Status Signs would be doing the nightworks. CFMEU representatives showed up the first several nights that we were scheduled to do nightworks and caused delays. I believe that Mr Jones was one of the representatives that showed up and that the other was Mitchell Brown.
44. On the first night, there was some issue with the logbook for the EWP going missing. This was discovered when one of the CFMEU representatives made some comment about needing to sign the logbook before the work started and then he asked whether we had '*found*' the logbook yet. No one is supposed to remove the logbook from the machine. It is supposed to be kept with the machine in pouch attached to the machine. The CFMEU representatives' comments to my workers about finding the logbook led me to believe they were involved in removing it from the machine. Someone on site then made the decision to pack up for the night so the work was not done.
45. On the second night, the keys for the EWP went missing and the battery had been disconnected. Again, the CFMEU representatives were on site and one of them made comments to Mr Carr and Mr Dennien to the effect of: '*I hope it starts for you tonight*' and '*Come in again tomorrow night*'. I did not understand these comments to be genuinely directed at hoping things went well for Status Signs. I understood them to be jabs at my employees and intended to make it clear that the CFMEU was taking credit for the issues with the EWP.
46. The key to the cherry picker should have been in the pouch with the logbook. This is standard practice unless the safety officer takes them away, which would be unusual. There is no explanation for what happened to the battery on the cherry picker other than that someone must have deliberately tampered with it. That person would have had to have know where the accessible area is on the machine, and they would have needed some skill and tools to disconnect the battery terminals.
47. On the third night, the CFMEU representatives pointed out scratches on the paint on the outriggers of the machine. The scratches were obviously cosmetic, but the CFMEU representatives insisted we get an engineer to come in and crack test the machine. The CFMEU representatives also questioned whether the pads on the feet of the outriggers were structurally sound. I believe there was no structural or safety concern with the cherry picker because it had been inspected and serviced by Global Hire & Services before we got the machine. Mr Carr and Mr Dennien had also done a prestart and did not raise any issues about the safety of the machine.
48. At some point, either on one of these nights or a later night, the CFMEU representatives also raised issues with the harness for the cherry picker. The CFMEU representatives complained there was dust on the harness, and they wanted it to be inspected and approved because of this.



49. I believe at some point that there was also some issue with the harness for the cherry picker along the lines of it being missing or being frayed or damaged so it could not be used.
50. Either Mr Carr or Mr Dennien would call me and tell me what was happening on site. I think some of the guys from Lendlease might have also called me to tell me what was happening.
51. On each occasion, Mr Carr and Mr Dennien were unable to start work and had to be sent home shortly after starting. Status Signs still had to pay both Mr Carr and Mr Dennien for their entire shift at night rates despite the fact that they had been unable to do the work. Because it was night work, they both also had the following day off work. Status Signs bore the additional labour costs for Mr Carr and Mr Dennien.
52. Ultimately, after several days of issues, Lendlease informed us that it would have scaffolding built inside so that we could access the windows. This would have been at a huge cost to Lendlease, particularly compared to the cost of hiring the EWP which we had already paid for but did not use. It also caused further delays while we waited for the scaffolding to be erected.
53. The EWP had been certified as safe to use through Global Hire & Services and I do not believe anything came of the safety issues raised by the CFMEU about the machine. There was no real reason we could not have done the works with the EWP. I assume that Lendlease must have come to some arrangement or agreement with the CFMEU in respect of the scaffolding because, once this was installed, there were no further issues, and we were allowed to do the works.
54. The delays caused by the CFMEU turned a one-night job into a seven- or eight-day job week job. Status Signs bore the additional labour costs of this, which were not passed onto Lendlease.
55. Around this time, I asked either Mr Brady and Mr Hillier, or just Mr Brady, *'How do you put up with this?'*, referring to the CFMEU's behaviour. I think it was Mr Brady who responded, *'We don't have a choice'* and then he explained that if he created issues with the CFMEU on CCCER, then the CFMEU would stop works on whatever other projects Lendlease was running around Australia until the person who caused the issue was let go or made an example of for causing the first issue with the union.

Other issues with the CFMEU on CCCER

56. Over the course of CCCER, Status Signs was not regularly on site. This is because around 90% of our work is done in fabrication, and the other 10% is install. The install usually happens late in the job and as other trades are winding up, so we do not have a lot of cross over with other workers. In addition to the above, Status Signs had various other interactions with or involving the CFMEU on CCCER.

A handwritten signature in black ink, appearing to be 'Rhys' followed by 'R.C'.

Pressure to join the CFMEU

57. I am aware from discussions with my employees who did work on site that Mr Jones regularly tried to pressure my employees to sign up to the CFMEU. Some of my employees declined to sign up and told me that Mr Jones had said things to them like *'You should sign up'* and *'You need to sign up'*. When they told me about this, I explained that it was up to them if they wanted to join the union or not but that this was not required.

Complaints about our work on site

58. There was one occasion where Mr Rantall came back to the office quite angry. Mr Rantall had been on the CCCER site and explained to me that he had been installing some cabling for illuminated door signs. The cabling was small voltage cabling like you might see attached to a speaker. It does not require an electrical licence or any particular electrical expertise to install. While he was doing this, Mr Brown came up to Mr Rantall and gave him a blast saying things like *'You're not a fucking electrician. I am going to report you'*. Mr Brown was a large, redheaded man. Mr Pockley intervened to tell Mr Brown to go away and leave Mr Rantall alone. Mr Rantall told me what had happened on the site at the time.

Requirement to get a Verification of Competency

59. When necessary, Status Signs hires equipment from hire companies, like Global Hire Services, on a dry hire basis but provides its own operators for that equipment. To operate the equipment, the relevant operator needs the appropriate licence and qualifications. Status Signs employs people with these qualifications for the purpose of operating this machinery as needed. Status Signs' onsite workers use EWPs almost every day on various jobs.
60. On CCCER, the CFMEU made it a requirement for my workers to provide a Verification of Competency (**VOC**). Lendlease told us the VOC was a CFMEU requirement. The VOC is an assessment process used to ensure that a worker can do their role safely and competently. It is usually not required unless the worker is a new employee, the worker is returning to work after a period and needs to show they still have the ability to do their role, or unless there is a particular site requirement for it.
61. The VOC is not a licence or qualification. All it does it certify that the worker can do the tasks they have already been licenced and certified to do. In my experience, it is not common for a VOC to be a site requirement. We use EWPs all the time in our work. I think Status Signs has only worked on one other job where a VOC was required to start work.
62. Getting the VOC is not difficult, but it costs a few hundred dollars to do the assessment, and it takes time out of work to do it. Both Mr Carr and Mr Dennien were required to get a VOC, which Status Signs paid for.



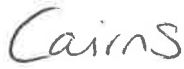
63. Based on my understanding of how the CFMEU operated on CCCER, I believe that the VOC requirement was just another layer of difficulty the CFMEU were insisting on to make things hard for Status Signs and for Lendlease.

CFMEU's attitude to safety

64. The building and construction industry is so heavily regulated in terms of health and safety. You *hope* that people have good morals and do the right thing because they want to, but from a commercial point of view you *have* to do the right thing because the risk is so high. I would never knowingly put my business in a position of facing serious financial penalties or put myself in a position of facing industrial manslaughter charges. I cannot think of any contractor I deal with that would put themselves in that position. Part of what frustrated me about dealing with Mr Jones on CCCER is that his conduct seemed directed at causing issues for contractors and Lendlease rather than looking out for workers and worker safety.

I affirm the contents of this statement are true.

Signature of Deponent 


Place Date 8/5/26


Before me (signature of witness)

KATE JEANETTE TURNER
Full name of witness (please print)

- ☒ Justice of the Peace (JP # 94196)
☐ Notary public
☐ Lawyer
☐ Other authorised person (specify)