

Dear sir/madam

Thank you for replying to my email dated 3 february 2005.

I have also attached copies of my current contract arrangements.

In your letter there are certain criteria to determine whether you are deemed a contractor or not .As you will see in the contract it will state that we are contractors, however I can point out some differences.

The prime contractor determines

- Where we work
- The hours that we work
- That we cannot perform work for other transport companies
- That we do not have a separate place of work
- That we cannot advertise for other work in their hours
- That we have to wear the company uniform, have signage, and 2 way radio's in the vehicles.
- They pay work cover for sole trader drivers

They do not pay super, even for sole traders. They now get around super and work cover by making new drivers form companies , thus absolving themselves of any costs or blame.

Areas of the agreement that are of interest

Clause 3.1 (b) The supply of uniforms

Clause 3.6 You can use a substitute driver , only if the prime contractor approves

Clause 3.8.2 Installation of 2 way radios

Clause 3.8.3 Sign writing

Clause 4.2 (c) Rates include superannation

Clause 15 States that this agreement comes into effect on the 25th of September 2000 for 36 months. However it may continue at their discretion. Which it has now for 4 and a half years with no rate increase.

The hourly rates on page 12 from September 2000, are still the current rates, which include super payments, even though the SG has increased from 8% to 9% in that time.

So even as contractors, our work, just as employees are, is determined by our prime contractor in all respects. Only we do not get sick pay, holiday pay, and more importantly super.

The drivers are making , after costs, \$25,000 to \$30,000 a year with no benefits. And NO ONE is paying super. The drivers cant afford to, and the transport companies, through slick contract wording wont.

Thank you