

ORIGINAL

Decision No. 81444

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Investigation
into the rates, rules, regulations,
charges, allowances and practices
of all common carriers, highway
carriers and city carriers relating
to the transportation of sand, rock,
gravel and related items (commodities
for which rates are provided in
Minimum Rate Tariffs Nos. 7 and 17-A).

Case No. 5437
Petition for Modification
No. 218
(Order Granting Rehearing
Issued October 25, 1972)

E. O. Blackman, for California Dump Truck Owners
Association, petitioner.
Karl K. Roos, Attorney at Law, and Harry C. Phelan,
Jr., for California Asphalt Plant Association,
protestant.
W. T. Meinhold and Arlo D. Poe, Attorneys at Law,
and Herbert Hughes, for California Trucking
Association; Brundage, Neyhart, Miller, Reicht
& Poppy, by Daniel Feins, Attorney at Law, for
Western Conference of Teamsters; C. Fred Imhof,
for Industrial Asphalt; and G. Ralph Grago, for
Associated Independent Owner-Operators, Inc.;
interested parties.
Donald L. Denney, for L. R. Denney, Inc., and Les
Calkins, for Les Calkins Trucking, Inc., respondents.
Lionel B. Wilson, Attorney at Law, for the Commission
staff.

OPINION ON REHEARING

Decision No. 80308 dated July 25, 1972 in this proceeding
substantially granted the petition of the California Dump Truck
Owners Association (CDTOA) to increase the hourly rates for the
transportation of specified commodities in dump truck equipment
set forth in Minimum Rate Tariffs 7 and 17 (MRT 7 and MRT 17).

Decision No. 80647 dated October 25, 1972 granted the
petition of the California Asphalt Pavement Association (CAPA) for
rehearing of Decision No. 80308.

Rehearing was held before Examiner Mallory at Los Angeles on December 7 and 8, 1972. The matter was submitted upon receipt of concurrent briefs filed by petitioner, CAPA, California Trucking Association (CTA), and the Commission staff (staff).

Inasmuch as the order granting rehearing did not specify the scope of the proceeding on rehearing, the Examiner defined the issues as the following:

1. Receipt in evidence of wage contracts underlying the proposed revision of the hourly rates.
2. Explanation of the wage contracts, including the effective date and territorial application of each contract.
3. Evidence with respect to the entities which are covered by said contracts, including evidence as to whether the contracts apply to owner-operators which operate as independent contractors.
4. In the event that wage contracts are not generally applicable to the entities actually performing the transportation service, whether increases specified in the wage contracts should serve as a basis for adjusting the minimum hourly rates in MRT 7 and MRT 17.
5. The data necessary to comply with Rule 23.1 of the Commission's Rules of Practice and Procedure.

Evidence was presented on behalf of CDTOA, CTA, CAPA, and the Commission staff. The Commission staff witness presented information derived from data accumulated in the Commission's Data Bank with respect to dump truck carriers. That evidence showed that the majority of the persons holding dump truck carrier permits (Section 3610 of the Public Utilities Code) are one- or two-truck operators, and, therefore, it can be presumed that they are owner-operators operating as independent contractors. CDTOA and CTA, in their testimony and in their briefs, concede that the majority of the holders of dump carrier permits are owner-operators and that such owner-operators provide the bulk of the services for certain types of dump truck transportation, such as on construction projects.

Evidence in Support of CDTOA's Petition

CDTOA offered in evidence the wage agreements relied upon as a basis for the proposed offset increases in hourly rates.^{1/} The witness for CDTOA testified that the wage agreements in Exhibits 218-2 thru 5 are currently in effect; that forerunners to these contracts historically underlie the wage-cost elements of the hourly rates in MRT 7; and that the increases in current basic wages and fringe benefits set forth in the AGC contracts (Exhibits 218-2 and 218-3) are the bases for the increases sought in the minimum hourly rates in MRT 7 and MRT 17. The testimony of this witness showed that wage and fringe benefit rates established in these wage contracts plus allied compensation insurance, and current state and federal tax costs have been utilized to determine the wage cost element of hourly rates in MRT 7 and MRT 17 for many years. The witness showed that the hourly rates in MRT 7 were originally

1/ The wage agreements introduced by CDTOA are the following:

Exhibit 218-2 - Master Agreement between Associated General Contractors of California and Heavy, Highway, Building and Construction Teamster Committee for Northern California International Brotherhood of Teamsters.

Exhibit 218-3 - Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council No. 42 and Teamsters Local Union No. 87.

Exhibit 218-4 - Agreement between Rock Products and Ready Mixed Concrete Employers of Southern California and Locals 420, 692, 495, 88, 982, 235, and 871 of International Brotherhood of Teamsters.

Exhibit 218-5 - Agreement between Aggregates and Concrete Association of Northern California, Inc. and International Brotherhood of Teamsters.

double-factor rates in that they were composed of two stated rate elements, i.e., an amount for the equipment and an amount for the prevailing wage. CDTOA showed that in Decision No. 50854 dated December 14, 1954 and Decision No. 52952 dated April 24, 1956 the Commission established single-factor hourly rates for dump trucks in Southern and Northern California Territories, respectively. The witness testified that in establishing these single factor rates, the AGC agreements were utilized in compiling the Column A (power-loading) costs and the Rock and Sand agreements were utilized in compiling the Column C (bunker-loading) costs. The witness testified that because the amount of the dump truck wage increases in renewals of the AGC agreements (Exhibits 218-2 and 218-3) and in the Rock and Sand agreements (Exhibits 218-4 and 218-5) have been about the same, because a substantial amount of dump truck hauling for which Rock and Sand wage agreements are applicable is performed under zone rates, and because a good deal of dump truck hauling performed under Column C loading conditions is subject to AGC wage rates (decomposed granite, asphaltic concrete, rock and sand spread or windrowed on the construction job, etc.) wage rate increases negotiated in the AGC contracts have been the amounts utilized by CDTOA in offset proceedings in MRT 7.^{2/} It is the position of CDTOA that since the Commission has consistently followed the practice of utilizing wage increases negotiated in the AGC contracts for the past 15 years, the Commission should continue to use this procedure for the adjustment of hourly rates.

CTA supports CDTOA's petition. Witnesses for CTA and for CDTOA concede that owner-operators are not covered by the AGC or Rock and Sand wage agreements, and that not all overlying carriers are covered by AGC or Rock and Sand Master Agreements. The

^{2/} The hourly rates in MRT 17 have always been maintained on the MRT 7 level.

witnesses for CTA and CDTQA presented testimony to show that some overlying carriers had entered into so-called "Short Form" agreements to apply the provisions of the AGC contracts to their operations on construction projects, even though they are not signatories to the Master Agreements.^{3/} The testimony of dump-truck carriers that employ others, incorporated herein by reference, is that if work is performed on the job-site^{4/} of a construction project, the carriers have been required to pay their employed drivers on the basis of the AGC wage scales. Some of the carriers have discontinued use of employed drivers and engaged owner-operator subhaulers to perform construction job-site hauling.

3/ By stipulation, the testimony of witnesses appearing for various respondent carriers received in Case No. 5437, Petition No. 213, was incorporated herein by reference. The testimony received in Petition No. 213 of the following persons is incorporated herein:

<u>Transcript Page</u>	<u>Witness</u>
Vol. 1, Page 22	La Fay Lindeman
Vol. 2, Page 190	Leonard B. Ortiz
Vol. 3, Page 259	David Rogers
Vol. 4, Page 333	Robert Anthony*
Vol. 4, Page 367	Kenneth Bunyard*
Vol. 4, Page 376	Frank E. West*
Vol. 4, Page 448	Robert R. Hill
Vol. 13, Page 1138	Frank Golzen
Vol. 13, Page 1188	Lester Calkins
Vol. 13, Page 1247	Byron Van Metre
Vol. 14, Page 1260	Wesley Bassett*
Vol. 14, Page 1278	Lewis Shelley*
Vol. 44, Page 3588	Raymond McCormick#
Vol. 44, Page 3550	James Grogan, Jr.*
Vol. 44, Page 3654	Morris Engle*
Vol. 48, Page 3885	Clarence Bailey
Vol. 56, Page 4421	Lester Calkins
Vol. 56, Page 4447	La Fay Lindeman
Vol. 58, Page 4554	Walker Broan
Vol. 58, Page 4569	Dan R. Moe

* Owner-operator, not signatory to any labor agreement.

Uses employed drivers, but is not signatory to any labor agreement.

4/ The term "job-site" is derived from National Labor Relations Board rulings. It is not defined for the purposes of this proceeding.

CTA and CDTOA presented testimony and exhibits to show that under Section 1773 of the California Labor Code the public body awarding any contract for public work must ascertain the general prevailing wages in the area for all classes of workmen employed on the project and that it must ensure that contractors pay the generally prevailing wages; and that in compliance with that statute, the Department of Public Works, Division of Highways, has prepared documents showing the generally prevailing wages applicable in different locations. The testimony of these witnesses is that the current Northern and Southern AGC scales are the prevailing wages for operators of dump truck equipment on public highway projects, as determined by the Division of Highways.

Position of CAPA

CAPA's position in this proceeding, as stated in its closing brief, is the record fails to establish that:

1. The AGC-Teamsters Master Labor Agreements (Exhibits 218-2 and 218-3) establish the employee drivers' basic wage and fringe benefit costs for for-hire dump-truck carriers operating over the public highways performing materials hauling services at hourly rates in MRT 7 and MRT 17.

2. The basic wage and fringe benefit costs set forth in said wage contracts are actual costs of dump truck carriers which have been and are continuing to be incurred in materials hauling services at hourly rates in MRT 7 and MRT 17.

3. The Commission may enter affirmative findings on each of the issues raised in Rule 23.1(B) of the Rules of Procedure.

CAPA argued that the record shows that neither AGC nor Rock and Sand labor agreements (Exhibits 213-1 thru 213-5) establish the employee drivers' wage cost levels. CAPA takes the position that owner-operators should be compensated for driving their own vehicles at the same levels as if said owner-operators were salaried employees. CAPA's point is that the use of either the

AGC or Rock and Sand wage agreements produces artificial, theoretical wage cost levels higher than actually encountered as the prevailing pay practices of bona fide for-hire dump truck carrier fleet operators. It is CAPA's position that the record in this proceeding and the portion of the record in OSH 213 incorporated herein show that AGC wage agreement applies to contractors and their employees and does not apply to dump truck carriers and their employees (except in those few instances where the dump truck carrier is also a contractor or has signed a "Short Form" agreement to apply the AGC scale) because the dump truck carriers are not signatories to the AGC wage agreements. It is the position of CAPA that the evidence of record clearly establishes that "wage cost increases" allegedly incurred by the for-hire dump truck fleet operator have not actually been incurred or realized.

Commission Staff Position

The Commission staff takes no position with respect to the issue as what wage contracts or labor costs should be found to be representative of the costs incurred under MRT 7 and MRT 17. The Commission staff, in its closing brief, argued that the Price Commission had established a ceiling of 5.5 percent as the maximum permissible annual aggregate wage salary increase, and wage increases in excess of that amount are not allowable costs if the wage agreement was entered into after November 13, 1971. The staff brief points out that the Southern California AGC wage agreement (Exhibit 213-2) was entered into on December 10, 1971, and that the Northern California Rock and Sand agreement (Exhibit 213-5) was entered into on July 31, 1972.

The staff argued that since these contracts were entered into after November 13, 1971, any portion of the increased wages reflected in the contracts in excess of the 5.5 percent guideline cannot be used to raise the minimum rates to which those contracts relate.

Discussion

These same issues raised by CAPA in this proceeding are raised in the related proceeding (OSH 213) in which the staff has presented current cost and economic studies. The issues raised by CAPA are proper for decision in that proceeding because the Commission has before it the necessary facts to determine the labor costs that should apply in connection with a full-scale revision of the hourly dump truck rates (rather than by offset adjustment).

The sole purpose of offset proceedings is to measure differences in wages, fringe benefits, and taxes, and not to establish entirely new bases of rates. The only reasonable basis presented in this record for an offset adjustment of hourly rates for dump truck transportation is to continue to use as the measure of increased wages the differences in wages and fringe benefits set forth in the AGC wage agreements. The Commission has consistently held in prior offset rate proceedings that hourly dump truck rates should be adjusted to the same extent that wages are revised pursuant to the AGC wage agreements, with the knowledge that the greatest number of carriers subject to the minimum hourly rates are not signatories to the AGC wage agreements.

The preponderance of the transportation services under hourly rates are performed by carriers not subject to any of the labor agreements relied upon by petitioner as a basis for the sought adjustments in hourly rates. The majority of dump truck carriers are owner-operators not subject to any wage contract. Owner-operators are employed by overlying carriers in lieu of using their own employees. As indicated in the statistical data for the second quarter of 1972 presented by the staff, 2,217 of the reporting dump truck carriers (of a total of 5,210 completed reports) showed only subhauling revenues, and 342 reported operations only as overlying carriers. None of the carriers in either group is a fleet operator.

It is apparent from the aforesaid statistical data and other evidence adduced herein that few fleet operators using employed drivers are currently operating under hourly rates in MRT 7 and MRT 17. To attempt to pinpoint fleet operators and to determine the wage scales applicable to their operations in order to develop a basis for an offset rate adjustment would present an extraordinarily difficult task, and would not necessarily provide a reasonable basis for making offset adjustments in minimum hourly rates.

The rate levels previously found reasonable in Decision No. 80308 should be granted, without the modification suggested by the staff.

Findings of Fact

1. Petitioner, CDTOA, seeks an offset increase in the hourly rates set forth in MRT 7 and MRT 17 for transportation of specified commodities in bulk in dump trucks.

2. In prior offset rate proceedings involving hourly dump truck rates, CDTOA and CTA have requested, and the Commission has granted, increases in hourly rates reflecting the wage and fringe benefit increases set forth in the wage contracts between the Associated General Contractors and various locals of the Teamsters Union.

3. The preponderance of the dump truck carriers providing transportation services under the hourly rates set forth in MRT 7 and MRT 17 are not signatories to the AGC-Teamster wage agreements. The majority of the holders of dump truck carrier permits are not signatories to any wage contract, inasmuch as said dump truck carriers operate as independent contractor subhaulers and drive their own vehicles.

4. For the purposes of this proceeding, it will be reasonable to use the wage scales and fringe benefits set forth in industry

labor contracts applicable to transportation of commodities in dump truck equipment as being representative of the labor costs of highway permit carriers engaged in such transportation which are not signatory to any wage contract.

5. Inasmuch as prior offset adjustments of the hourly rates in MRT 7 and MRT 17 reflect the differences in wages and fringe benefits included in the so-called Northern and Southern AGC wage contracts, it will also be reasonable to use the data in said contracts as being representative of the current representative wage and fringe benefits applicable to transportation by highway permit carriers under hourly rates in MRT 7 and MRT 17.

6. The labor costs for wages and related fringe benefits in said agreements are, and have been since January 1, 1972, 79 to 85 cents an hour more than the labor costs for which provision is included in the current hourly rates in MRT 7 and MRT 17.

7. For the purposes of this petition the labor costs which were in effect on January 1, 1972, under said agreements will be accepted as representing the present level of the labor costs of for-hire highway carriers engaged in transportation subject to the hourly rates in MRT 7 and MRT 17.

8. In relation to the carriers' costs of service as of January 1, 1972, the hourly rates in MRT 7 and MRT 17 are unreasonably low and insufficient.

9. The following increases in rates are justified:

- 79 cents per hour in rates in Item 360, MRT 7;
- 80 cents per hour in rates in Item 367, MRT 7, for Upper Northern District;
- 85 cents per hour in rates in Items 361 and 365, MRT 7, and in rates in Item 367, MRT 7, for Lower Northern District and Southern Territory;
- 85 cents per hour in rates in Item 2210, MRT 17.

10. In compliance with Rule 23.1 of the Commission's Rules of Practice and Procedure, we further find that:

- (a) The increases found justified herein reflect increased wage costs as of January 1, 1972, and the increases, therefore, are cost justified.
- (b) The increases are necessary to assure continued, adequate, and safe service by highway permit carriers engaged in the transportation of commodities in bulk in dump truck equipment under hourly rates in MRT 7 and MRT 17.
- (c) The rate increases take into account productivity gains.
- (d) The increases will achieve the minimum operating ratio for the carriers involved herein, as a group, needed to attract capital at reasonable cost and not to impair the credit of the carriers.
- (e) No carrier appeared at the hearing for purpose of expressing a willingness to furnish service under existing minimum hourly dump truck rates.

Conclusions of Law

- 1. Petition No. 218 in Case No. 5437, upon rehearing, should be granted to the extent found reasonable in the above findings.
- 2. MRT 7 and MRT 17 should be amended as provided in the following order.

ORDER ON REHEARING

IT IS ORDERED that:

- 1. Minimum Rate Tariff 7 (Appendix A of Decision No. 32566, as amended) is hereby further amended by incorporating therein, to become effective July 7, 1973, the revised pages set forth in Appendix A attached hereto and made a part hereof.
- 2. In all other respects Decision No. 32566, as amended, shall remain in full force and effect.

3. Minimum Rate Tariff 17-A (Appendix B to Decision No. 80578, as amended) is hereby further amended by incorporating therein to become effective July 7, 1973, First Revised Page 2-1 and First Revised Page 2-2, attached hereto and made a part hereof.

4. In all other respects Decision No. 80578, as amended, shall remain in full force and effect.

5. Except as otherwise provided through this order, Petition for Modification No. 218 in Case No. 5437 is denied.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 30th day of MAY, 1973.

Termon L. Lipton
President

William J. Quinn
[Signature]
Commissioners

Abstain
J. P. [Signature] *Commissioners*

APPENDIX A

LIST OF SUPPLEMENT AND REVISED
PAGES TO MINIMUM RATE TARIFF 7

SUPPLEMENT 44

THIRTY-THIRD REVISED PAGE 42

TWENTY-FIFTH REVISED PAGE 42-A

TWENTY-SEVENTH REVISED PAGE 42-C

NINTH REVISED PAGE 42-E

(END OF APPENDIX A LIST)

SUPPLEMENT 44

(Cancels Supplement 37 and 39)
(Supplements 27, 43 and 44 Contain All Changes)

TO

MINIMUM RATE TARIFF 7

NAMING

MINIMUM RATES AND RULES

FOR THE

TRANSPORTATION OF PROPERTY IN DUMP TRUCK

EQUIPMENT BETWEEN POINTS IN CALIFORNIA

BY

RADIAL HIGHWAY COMMON CARRIERS

HIGHWAY CONTRACT CARRIERS

AND

DUMP TRUCK CARRIERS

4 APPLICATION OF SURCHARGE

Compute the amount of charges in accordance with the rates and charges in Items 130, 148, 148.1 and 366 and increase the amount so computed by five and one-half (5½) percent, dropping fractions of less than one-half cent and increasing fractions of one-half cent or greater to one cent.

4 Change, Decision No.

81444

EFFECTIVE

SECTION 4—HOURLY RATES (Continued)							ITEM
COMMODITIES, as described in Item 320 (Items 360 and 361) (For Application of Rates see Item 362)							
Number of Axles Per Unit of Equipment	NORTHERN TERRITORY (See Item 110) (1) Rates in Cents per Hour (See Item 300)						
	Upper Northern District (See Item 315)						
	Column A			Column C			
	M	O	P	M	O	P	
2	1523	2182	1851	1457	2115	1785	◊ 360
3	1660	2348	2003	1580	2269	1924	
4	1792	2463	2128	1687	2358	2022	
5 (2)	1921	2616	2268	1802	2497	2149	
5 or more (3)	1977	2672	2324	1848	2543	2195	
(1) Minimum charge shall be the rate for one hour. (2) Applies to units of equipment not meeting with the legal requirements for the maximum allowed load. (3) Applies to units of equipment meeting with the legal requirements for the maximum allowed load. (Continued in Item 361)							
◊ Increase, Decision No. 81444							
EFFECTIVE							
Correction							ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.

SECTION 4--HOURLY RATES (Continued)							ITEM
COMMODITIES, as described in Item 320 (Items 360 and 361) (For Application of Rates see Item 362)							
Number of Axles Per Unit of Equipment	NORTHERN TERRITORY (See Item 110) (1) Rates in Cents per Hour (See Item 300)						
	Lower Northern District (See Item 315)						
	Column A			Column C			
	M	O	P	M	O	P	361
2	1438	2007	1721	1365	1932	1649	
3	1554	2130	1841	1468	2045	1756	
4	1693	2254	1970	1574	2139	1856	
5 (2)	1828	2426	2126	1690	2289	1989	
5 or more (3)	1882	2482	2182	1736	2334	2035	
(1) Minimum charge shall be the rate for one hour. (2) Applies to units of equipment not meeting with the legal requirements for the maximum allowed load. (3) Applies to units of equipment meeting with the legal requirements for the maximum allowed load.							
♦ Increase, Decision No. 81444							
EFFECTIVE							
Correction							
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.							

SECTION 4--HOURLY RATES (Continued)				ITEM
COMMODITIES, as described in Items 320 and 322. (For Application of Rates see Item 366.)				
Number of Axles Per Unit of Equipment	SOUTHERN TERRITORY (See Item 100) (1) Rates in Cents Per Hour (See Item 300) (See Note 1 in Item 366)			
	Column A	Column C	Column D	
2	1353	1315	1089	0365
3	1457	1404	1160	
4	1597	1537	1267	
5 (2)	1722	1649	1355	
5 or more (3)	1808	1734	1424	
(1) Minimum charge shall be the rate for one hour, except as otherwise provided in this tariff. (2) Applies to units of equipment not complying with the legal requirements for the maximum allowed load. (3) Applies to units of equipment complying with the legal requirements for the maximum allowed load.				
♦Increase, Decision No. 81444				
EFFECTIVE				
Correction		ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA		

MINIMUM RATE TARIFF 7

SECTION 4--HOURLY RATES (Continued)										ITEM	
COMMODITIES, as described in Item 321 (For Application of Rates see Item 368)										0367	
(1) Rates in Cents per Hour (See Item 300)											
NORTHERN TERRITORY (See Item 110)											SOUTHERN TERRITORY (See Item 100) (See Note 2 in Item 368)
Upper Northern District (See Item 315)					Lower Northern District (See Item 315)						
M O P					M O P						
Level Capacity of Dump Truck Body in Cubic Yards (See Note 1 in Item 368)	But Not Over	M	O	P	M	O	P				
Over											
0	6	1318	1914	1615	1258	1790	1523	1189			
6	7	1390	2007	1697	1309	1841	1574	1232			
7	8	1433	2050	1740	1357	1889	1622	1281			
8	9	1509	2151	1829	1408	1945	1676	1324			
9	10	1553	2195	1873	1452	1989	1720	1362			
10	11	1594	2236	1914	1493	2030	1761	1400			
11	12	1633	2275	1953	1532	2069	1800	1448			
12	13	1673	2319	1996	1575	2120	1847	1491			
13	14	1704	2350	2027	1606	2151	1878	1518			
14	15	1733	2379	2056	1633	2178	1905	1545			
15	16	1759	2405	2082	1661	2197	1933	1583			
16	17	1796	2455	2125	1707	2274	1990	1610			
17	18	1826	2485	2155	1737	2304	2020	1637			
18	19	1845	2504	2174	1756	2323	2039	1664			
19	20	1862	2521	2191	1771	2340	2056	1691			
20	21	1879	2538	2208	1788	2357	2073	1718			
21	22	1896	2555	2225	1805	2374	2090	1745			
22	23	1913	2572	2242	1822	2391	2107	1772			
23	24	1930	2589	2263	1839	2408	2124	1799			
24	25	1947	2606	2276	1856	2425	2142	1826			
25	26	1964	2623	2293	1896	2488	2193	1876			
26	(2)	0 17	0 17	0 17	0 17	0 17	0 17	0 27			
(1) Minimum charge shall be the rate for one hour. (2) Add to the rate for 26 cubic yard capacity, the amount shown opposite this reference mark for each additional cubic yard or fraction thereof.											
(3) Suspended by Supplement 39.											
♦ Increase, except as noted) Decision No. 81444 o No change)											
EFFECTIVE											
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.											
Correction											

SECTION 2--HOURLY RATES	ITEM
<p style="text-align: center;">APPLICATION OF HOURLY RATES NAMED IN ITEM 2020</p> <p>The hourly rates in Item 2020 apply to the territories described in Item 140 for the commodities described in Items 65 and 380, and, when point of origin is in San Diego County, for the commodities described in Item 60 only when free time allowance has expired (see Item 180). They also apply to the accessorial charges provided in Item 180. Hourly rates include driver's wages and apply to the transportation of property for one shipper in one unit of dump truck equipment.</p> <p>COLUMN "C" rates apply:</p> <p>(a) to transportation of commodities subject to Note 3 of Item 65, and/or</p> <p>(b) as provided in Item 180 (Accessorial Charges).</p> <p>COLUMN "D" rates apply only when specific reference is made thereto (see Item 180).</p> <p>NOTE 1.--</p> <p>(a) For transportation service furnished under Item 2020 on Sundays and/or New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, add to the applicable hourly rate in Item 2020: \$7.41 per hour.</p> <p>(b) Except as otherwise provided in paragraph (a) of this note and in the Exception set forth below, for transportation service furnished under Item 2020 on Saturday or during periods in excess of 8 hours in any one shift, add to the applicable hourly rate shown in Item 2020: \$4.31 per hour. "Periods in excess of 8 hours in any one shift" means the time which exceeds 8 hours from the time the driver with dump truck equipment reports for service, during which time said driver is continuously engaged by one shipper or overlying carrier, irrespective of the number of loads transported within the period.</p> <p>EXCEPTION.--The additional rates set forth in paragraph (b) shall not apply to transportation service performed on days, other than Saturdays, except when service is performed by one driver with dump truck equipment for a period in excess of 8 hours in any one shift.</p> <p>NOTE 2.--The application of hourly rates for transportation performed under the provisions of Note 3 of Item 65 is subject to the following conditions:</p> <p>(a) In determining chargeable time, the over-all time shall be: From time reporting for work to start of last trip plus double the running time of last trip plus unloading time of last load.</p> <p>(b) In determining chargeable time, allowances may be made only for delays caused by failure of carrier equipment or time taken out for meals. Time to be charged shall include time for transportation in both directions, time for loading and unloading and waiting or stand-by time at origin or destination.</p> <p>(c) In the event that a carrier is released by the shipper from further service and is re-engaged by the same shipper at a point other than the point of such release within the same 24-hour period (computed from 12:01 a.m. on the date the unit of equipment initially reports for service), hourly rates shall be assessed for the travelling time from the point of release to the subsequent origin point.</p>	2000
<p>No change on this page, Decision No. 81444</p>	
EFFECTIVE	
<p style="text-align: center;">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p> <p>Correction</p>	

SECTION 2--HOURLY RATES (CONCLUDED)			ITEM
HOURLY RATES (For Application of Rates, see Item 2000)			02020
(1) Rates in Cents Per Hour (See Notes 1 and 2 in Item 2000)			
Number of Axles Per Unit of Equipment	Column C	Column D	
2 3 4 5 (2) 5 or more (3)	1315 1404 1537 1649 1734	1089 1160 1267 1355 1424	
(1) Minimum Charge shall be the rate for one hour, except as otherwise provided in this tariff. (2) Applies to units of equipment not complying with the legal requirements for the maximum allowed load. (3) Applies to units of equipment complying with the legal requirements for the maximum allowed load.			
♦ Increase, Decision No. 81444			
EFFECTIVE			
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA SAN FRANCISCO, CALIFORNIA			
Correction			