

RALIN ENTERPRISES INC.  
P.O. BOX 6562  
ROANOKE, VA. 24017  
1-800-433-9542

97 JAN 3 P 1:20  
LEGS./REGS. DIV.  
ADMINISTRATION

Federal Highway Administration  
Department of Transportation  
Room 4232  
400 Seventh St. SW  
Washington D. C. 20590

QA-21450

FHWA-97-2350-26

Docket Clerk  
ATTN: FHWA Docket No. MC-96-28

**#33** What consequences, if any, should be imposed upon a shipper or consignee if a driver violates the Hours of Service (HOS) requirements due to the actions or demands of the shipper or consignee?

Response: There should be no consequences. Shippers/Consignees are not involved nor dictate the issue of hours of service. Why? A carrier, on behalf of it's driver, or drivers themselves (such as owner operators) are the responsible party(s) whom decide compliance of HOS. Most carriers or drivers elect to exceed or violate HOS out of the need to survive or make a profit regarding that particular load. Question #33 is actually missing the point altogether. If you desire a driver to function within the confines of the HOS, then enact legislation that will guarantee the driver's ability to generate sufficient income while operating inside the HOS guidelines. If a driver makes \$0.35 a mile then it stands to reason he/she will drive as many miles as possible in the shortest time possible. Working in direct opposition to this is question #34 (see response). Carriers desire drivers to exceed HOS in order to meet "so-called demands" placed upon them by customers(shippers/consignees). All a carrier has to do is say NO! They will not do this however as the market is so competitive and freight rates so low. Arriving at a rate is based on factors such as distance, availability of trucks, availability of product, cost of product, etc. etc. This is ludicrous !! What should determine a rate is the cost of moving a truck from point A to point B with a reasonable amount of profit.

**#34** How should the loading and unloading of freight, lumping, and engaging in activities other than driving be addressed?

Response: First and foremost existing legislation regarding this topic must either be enforced or removed. 49 U.S.C Section 11109(a) (b) 11902a(a) (b) establishes policy and fines regarding loading/unloading of freight. Yet this area goes unnoticed or more often ignored. Shippers/Consignees flagrantly disregard these matters in the name of free or cheap labor, as well as a way to skirt requirements for workman compensation on dock. So out of hand is this matter, that now there are established legal corporations in existence for the exclusive purpose of providing "lumping" services. An activity already prohibited by law and carrying a steep fine. The answer is not more regulation, the answer is the EMPOWERING OF CURRENT EXISTING LAWS!!!! (see enclosed documentation) What is required of you, the government, is enforcing the afore mentioned codes,

DOCKET  
PAGE 1 OF 9  
MC-96-28-25

and establishing once and for all that DRIVERS DO NOT UNLOAD TRUCKS,...PERIOD !!!

#35 How should situations where drivers encounter delays at shippers or consignees be considered in the proposal?

Response: Since we have already established that drivers are not going to handle freight at all, what remains is compensation. Currently a driver will show time at a dock as "off duty". This is done so as not to utilize available driving hours in the "on-duty, not driving" category. If a driver arrives at a dock after driving 4 hours following his last 8 hour break, then sits on the dock for 6 hours (which is about normal), he now, if following HOS guidelines, has no time available for which he can drive. Once a driver has 10 hours accrued as "on-duty" whether it is driving or not, he can no longer drive. True he can work another 5 hours, thus reaching the 15 hour mark, but he can not drive. So the driver is theoretically "stuck at the dock". This does two things, one it takes a carrier's truck out of service until the driver has completed 8 hours off duty again; and secondly, and mostly importantly, it prohibits the driver from making any more revenue. How do we resolve this? Simple. Understand that a driver is really paid by the hour, even if his pay is based upon miles travelled. How? The DOT has established that a driver may safely log 50 miles in one hour. So if a driver is paid \$0.35 a mile, the driver is really making \$17.50 per hour for each hour he drives (which is his job). Thus when a driver and truck are delayed at a dock, compensation should result. Currently it does not. Shippers/Consignees know they do not have to pay a dime for trucks on their lot, so they let the trucks sit until they are good and ready to unload them. This gives the shipper/consignee free storage in trailers. Some trucks sit as long as up to 2 days(I have done it several times) waiting to get unloaded. The answer is to charge the shipper/consignees compensation for those drivers and trucks. I can assure you if a driver is being paid to sit and wait to unload, assuming it is a fair wage, the driver will be happy and won't care about lost hours. Also, a carrier being compensated for a truck sitting idle is no longer motivated to force drivers to get freight moving again so as to gain productivity out of that piece of equipment. Thus, a shipper/consignee forced to compensate for driver and truck at dock is not going to delay, if possible, from getting the truck unloaded and moving. So if a driver has a 7 am appointment, at 7:01 am the carrier and driver should be compensated until the truck is empty and free to depart. The driver needs to be paid his normal hourly wage based upon the scale of 50 miles in one hour multiplied by his mile rate. The carrier should be compensated at a rate based upon an average percentage of profit generated by the vehicle in the course of one hour. Sound impossible, it is not. Every carrier and driver is going to have a different level of compensation. In our business, it is right on our rate sheets. Our trucks and drivers do not sit idle without compensation. If the customer doesn't like it, they don't have to use us. Thus far we have experienced no unusual delays.

IT BOILS DOWN TO YOU MUST HAVE THE DESIRE, STAMINA, AND WILL TO DO WHAT IS RIGHT, FAIR, AND EQUITABLE.

#36 Should the FHWA seek legislation from Congress to regulate shippers and consignees to prohibit them from making demands on a motor carrier and it's drivers that would cause a violation of the HOS rules?

Response: Don't waist your time. If rates and wages are structured properly so that carriers and drivers receive proper compensation, what possible motive do they have to exceed HOS rules?

In the twelve years I have been associated with the trucking industry the answers have always been

DOCKET MC-96-28-25  
PAGE 2 OF 9

Raymond C. Bell

FHWA Docket No. MC-96-28

available from truckers. The problem is no one wants to listen. Listening requires action and change, that requires work! We are the men and women who make trucking work, PERIOD ! The driver is the ONLY person in trucking "pays his own way". If a driver does not move weight, NO ONE gets paid. Other positions, although essential, are dead weight.

Sincerely,

Raymond C. Bell, President  
Ralin Enterprises Inc.  
Member O.O.I.D.A.

DOCKET MC-96-28-25  
PAGE 3 OF 9



THERE WILL BE A \$10.00 FEE FOR ALL REJECTED LOADS

ASSIGNMENT			LOAD INFORMATION		
WORKERS)			CUSTOMER <b>RALPH</b>		
Name	%	Name	TRACTOR #	485	TRAILER #
			81		
CHARGE ACCOUNT INFORMATION			PRODUCT <b>WAMPLE - LUMBERS</b>		
AMOUNT CHARGED			PALLET #		
P.O.#			CASES # <b>8390</b>		
OTHER #S: (INVOICE, BL, LOAD, LOT)			FLOOR / RESTACK		
			BREAKDOWN SLIP		
			OTHER: <b>CFT 1130</b>		
			PRICE <b>145</b>		
			ADJUSTMENTS		
			CASH RECEIPT		
			AMOUNT PAID CASH <input checked="" type="checkbox"/> <b>1175</b>		
			CHECK INFORMATION:		
			DRIVER SIGNATURE		

DATE 7-16-96 DAY Tuesday

WORK ORDER / RECEIPT

4043

LUMPERS CO.  
 5150 E. Candlewood St., #7A • Lakewood, CA 90712  
 Tel: (310) 461-2277  
 TAX ID #95-438-5667

DOOR
88

LOCATION
STATE ST.

DOCKET MC-96-28-15  
 PAGE 5 9



#5

0042

# Mid-Mountain Foods, Inc.

P.O. Box 129 (703) 623-5000  
Abingdon, Virginia 24212

WELCOME TO MID-MOUNTAIN FOODS, INC.

<u>DIVISION</u>	<u>RECEIVING HOURS</u>	<u>RECEIVING METHOD</u>
Dry Grocery	6:00AM - 5:00PM	Appointment Only
Dry Grocery Express Door	7:00AM - 4:30PM	First Come/First Serve
Perishable-Dairy/Frozen	7:00AM - 2:00PM	Appointment Only
Perishable-Meat	7:00AM - 2:00PM	First Come/First Serve
Produce	7:00AM - 2:00PM	First Come/First Serve

AFTER **CHECKING IN WITH SECURITY**, YOU MUST PRESENT **THIS FORM** TO RECEIVING CLERK IN ORDER **TO** BE UNLOADED. DRIVERS MUST CHOCK TRAILERS!

The Dry Grocery and Perishable Divisions utilize an **Express** Door for deliveries of 250 cases or less. Appointments for express deliveries **are not required**. The perishable Division **shuts down at 3:15PM**, with unfinished loads **completed** the following day.

DRIVERS ARE RESPONSIBLE FOR THE **BREAKING DOWN, REPALLETIZING**, AND DAMAGE OR **DATE SEPARATION** OF PRODUCTS. Lumpers may be available on site and a procedure sheet for the contacting of lumpers is available at **all dock** areas.

Mid-Mountain Foods, Inc. observes a **NO TOBACCO POLICY** WITHIN THE INTERIOR OF ALL WAREHOUSE FACILITIES. Thank you for not using tobacco products inside **warehouses**, restrooms, or breakroom areas.

Upon the completion of unloading, this form and your visitors badge must be presented to security as you exit our facilities. DRIVERS MUST LEAVE TRAILER DOORS OPEN **WHEN EXITING** UNTIL PASSING SECURITY.

Your **cooperation** and compliance with these procedures will insure you a smooth and expedient delivery period at our facilities.

- 1. Dry \_\_\_\_\_ 2. Perishable \_\_\_\_\_ 3. Produce \_\_\_\_\_
- 4. Trucking Firm Ralin Inc. 5. Date 5-14-96
- 6. Time Checked In 1:30 PM 7. Guard D. Justice
- 8. Time Turned into Receiving Clerk 6:06 9. Time Completed \_\_\_\_\_
- 10. Product Returned \_\_\_\_\_ Quantity of Cases \_\_\_\_\_

11. Comments \_\_\_\_\_

DOCKET mc 96-28-75  
PAGE 6 of 9

Driver Signature Ray Bell

WASHINGTON COUNTY SHERIFF'S OFFICE

Statement Form

Date: 5/31/96

Page: \_\_\_\_\_

Statement: After arriving at facility - I could not obtain paperwork. I  
called Linda Bell and she let me call Miel Mtn. Food and see if  
she could get them to expedite matters.

Scott entered dock and asked what problem was. I said I  
could not obtain paperwork.

Then Mike Gibson who was unloading trailer dropped a bag of  
dog food. Scott claimed it was dangerous. I stated it was dropped  
on your dock. He said you hired this guy. I replied only  
at the request of your company - Miel Mtn. Food. I explained  
hiring me to unload or hire to unload violated U.S.C. 49  
sections 1109(b), 11902(a), and 11902 (3). He said to check it  
out and tell me to get board off dock.

I requested a sheriff deputy to come to take a report.  
OFC. Gary Coleman responded and took report. 1430 hrs.  
The carrier M.P.H. was notified. Tom & Betty with M.P.H.  
said Miel Mtn Food claims Linda Bell identified herself  
with a V.P. of M.P.H.

Scott then instructed me to get trailer to dock where it  
had been before.

Signed Raymond Bell Date 5/31/96  
President of Kalin Enterprises Inc.

Witness Gary Coleman Date 5-31-96

Witness \_\_\_\_\_

**Washington Co. Sheriff's Office**  
**Kenneth L. Hayter, Sheriff**  
 216 Park Street, Abingdon VA  
 Deputy Gary Coleman

Bristol 669-7134  
 Washington Co. 676-6251  
 Emergency 676-6252

Emergency Dial 911

DOCKET MC-96-28-75  
PAGE 7 of 9

**THIS SHIPPING ORDER**

RECEIVE, subject to the classifications and tariffs in effect c

the property described below, in apparent good order, except as noted (conditions and condition contents of packages unknown), marked, consigned, and delivered as indicated below, which are carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agree to carry to the usual place of delivery at full destination, on the route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed as to each carrier of all or any of said property over all or any portion of any route to destination, and as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Bill of Lading as forth (1) in Uniform Freight Classifications as issued on the date hereof, (2) in the rate or release shipment, or (3) in the applicable order carrier classification or tariff if this is a major carrier shipment.

Shipper hereby certifies that it is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, all form in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for release of the shipment.

**FROM HEINZ PET PRODUCTS  
BLOOMSBURG, PA 17815**

must be legibly filled in, in ink, in indelible Pencil, or in Carbon, and retained by the Agent.

date of the issue of this Shipping Order.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor  
ACCT. NO. 9039  
IF CHARGES ARE TO BE PREPAID, WRITE OR STAMP HERE "TO BE PREPAID."  
PREPAID

Rec'ds to  
apply in prepayment of the charges on the property described hereon.  
Agent or Cashier

SHIPPING INST. DATE 05/23/96

DATE SCHED. TO SHIP 05/30/96

SHIPPER'S NUMBER 493816

TRANS. 52

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per  
"Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission."

**TO MID-MOUNTAIN FOODS INC  
HILLMAN HIGHWAY  
ABINGDON VA 24210**

ACCT. NO. BROK/FRONT 602

VIA Truck

CUSTOMER ORDER NUMBER 22102

QTY	DESCRIPTION	UNIT	WEIGHT	RATE	TOTAL
1	18/1.2 PUPP Beef		47710	42	42
2	18/1.2 PUPP Bacon		47700	42	42
3	6/72oz KL Beef & Cheese		46290	54	54
4	6/72oz KL Beef,		46280	45	45
5	10/4 LB KNB N BITS, N BITS		45730	48	48
6	5/81b KNB n Bits, n Bits		45740	48	48
7	2/201b KNB n Bits, n Bits		45760	50	50
8	10/41b KNB Lean		45890	24	24
9	2/201b KNB Lean		45910	50	50
10	10/41b KNB Jerky Bits		45840	24	24
11	2/201b KNB Bacon & Cheese		45980	50	50
12	24/22 OZ KL ORIGINAL		44210	56	56
13	24/13.2 OZ KL BEEF		44570	99	99
14	24/22oz KL BEEF		44700	56	56

CUSTOMER'S SIGNATURE ACKNOWLEDGES DATE OF RECEIPT OF GOODS AND QUANTITY RECEIVED AS PRINTED ON THE BILL OF LADING EXCEPT AS MODIFIED BY CUSTOMER AND CARRIER.

BY: \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
CUSTOMER / AGENT \_\_\_\_\_ TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

WT CANNED TUNA CANNED CAT FD. DRY CAT PD. MOIST CAT FD. TREATS ALL OTHER

DATE SHIPPED	CARRIER NAME	CAR NUMBER	TOTAL WEIGHT	FFT RATE	TOTAL ORDERED	TOTAL SHIPPED

SPEC. INST. \_\_\_\_\_ Shipper \_\_\_\_\_ per \_\_\_\_\_

SPEC. INST. \_\_\_\_\_ Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

CARRIER BILLING COPY 2

PERMANENT POST OFFICE ADDRESS OF SHIPPER  
ONE RIVERFRONT PLACE - NEWPORT, KY 41071

DOCKET PAGE 19

Your Account Stated If Date: If Error Is Found Return at Once.

15	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
14	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
13	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
12	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
11	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
10	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
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7	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
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3	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
2	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>
1	<del>11/11/12</del>	<del>11/11/12</del>	<del>11/11/12</del>

No. 602  
 M. 11/11/12

Date 11/11/12  
 1912

DOCKET MC-96-28-25  
 PAGE 9 9