

WASHINGTON MOVERS CONFERENCE MEMORANDUM
December 16, 2021

TO: Ms Amanda Maxwell
 Executive Director and Secretary
 Washington Utilities & Transportation Commission
 621 Woodland Square Loop SE
 Lacey, WA 98503

FROM: Mr. Jim Tutton, Jr.
 Executive Director
 Washington Movers Conference
 P.O. Box 98767
 Lakewood, WA 98496

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Dear Ms Maxwell,

Re: **Docket No. TV-210737** – Additional Comments from the Washington Movers Conference

The Washington Movers Conference submits the following additional comments pursuant to the Washington Utilities and Transportation Commission's November 16, 2021, Notice of Opportunity to File Written Comments in this Docket.

Question 1. No.

Question 2. NA

Question 3. No.

Question 4. Use of independent contractors (IC) by regulated intrastate movers should not be allowed for the following reasons –

- a. When using ICs, the relationship between the business and the IC is typically an "arm's length relationship". Supervision by the contracting business over the IC is limited to protect the relationship. **The contracting business has less control over IC workers.** Unlike employees, who can be closely supervised and monitored, independent contractors enjoy a certain autonomy to decide how best to do the task for which they are hired to perform. If the HHG carrier interferes too much in an IC's work, the HHG carrier risks making the IC look like an employee, for whom the law says should be paying payroll taxes, workers' compensation insurance premiums, and more.
- b. Plus there are several regulatory requirements contained in WAC 480-15 that must be met by the regulated HHG carrier such as Employee Background Checks; Drug and Alcohol Testing for sensitive positions; required levels of Liability and Cargo insurance; Driver records; Vehicle Maintenance; and Safety Requirements. How would these requirements be monitored?

- c. There would be chain of custody issues for the HHG as well should there be loss or damage incurred during packing, loading and delivery to the customer. The Uniform Household Goods Bill of Lading contains appropriate “Contract Terms and Conditions” that apply. SECTION 1 (A) specifies, for example, the HHG carrier is liable.

Question 5. NA

Question 6. NA

Thank you for conducting this Inquiry to determine the appropriate process for clarifying whether Chapter 480-15 WAC should have language that allow household goods carriers to contract with third parties to provide services regulated by the Commission.

(s)
James R. Tutton, Jr.
Executive Director