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Decision No. 55636

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of) BEN F. HAWES and N. J. RADUNICH,) co-partners doing business as RED) LINE CARRIERS, for authority to depart) from minimum rates, rules and regula-) tions applicable in connection with) certain transportation to be performed) for UNION FURNITURE CO., a corporation.)

Application No. 39100

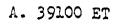
$\underline{O P I N I O N}$

Ben F. Hawes and N. J. Radunich, doing business as Red Line Carriers, hold a permit to operate as a highway contract carrier. By this application, as amended, they seek authority under Section 3666 of the Public Utilities Code to deviate from the minimum rates by using monthly vehicle rates, instead of the weight and distance rates otherwise applicable, for transportation performed for Union Furniture Co.

Applicants state that they have for many years been transporting furniture, stoves and other household appliances, all uncrated, for Union Furniture Co., from San Jose to points within 125 miles of San Jose, and that their trucks are generally loaded with mixed loads of all of these items. They further state that part of the load is subject to the rates named in Minimum Rate Tariff No. 2, and part of the load to the rates named in Minimum Rate Tariff No. 11-A. Observance of the sought monthly vehicle rates, according to the applicants, will result in considerable saving in time and expense.

A cost study attached to the amended application shows that applicants can perform the transportation here involved under the sought rates on a compensatory basis.

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Notice of the filing of the application was given to competing carriers. No objection to its being granted has been received. It does not appear that a public hearing is necessary.

The Commission is of the opinion and hereby finds that the proposed rates are reasonable. The application, as amended, will be granted. Because the conditions under which the service is performed may change at any time, the authority will be made to expire at the end of one year, unless sooner canceled, changed or extended by order of the Commission.

Applicants also hold a permit to operate as a radial highway common carrier. Section 3542 of the Public Utilities Code provides that no person or corporation shall engage in the transportation of property both as a common carrier and as a highway contract carrier of the same commodities between the same points. In order to avoid possible violation of these statutory provisions, a limitation will be placed upon applicants: service as a radial highway common carrier during the existence of the authority herein granted.

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Based upon the evidence of record and upon the findings and conclusions set forth in the preceding opinion,

IT IS ORDERED:

(1) That Ben F. Hawes and N. J. Radunich, copartners doing business as Red Line Carriers, be and they are hereby authorized to transport property for Union Furniture Co. between San Jose and points within 125 miles thereof at the rates and charges specified in Appendix A attached hereto and made a part hereof, subject to

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the conditions and restrictions set forth in said Appendix A, in lieu of the minimum rates otherwise applicable.

(2) That during the period that the authority herein granted is in effect the aforesaid applicants shall not engage in the transportation of the same commodities between the points involved in this authority as a radial highway common carrier, and that any such transportation which applicants may perform in violation of these provisions shall be cause for revocation of the authority herein granted.

(3) That the authority herein granted shall expire one year after the effective date of this order unless sooner canceled, changed or extended by order of the Commission.

This order shall become effective twenty days after the date hereof.

_, California, this /// Dated at _____ San Francisco day The 1957. of // 10

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55636 Appendix A to Decision No.

MONTHLY VEHICLE UNIT RATE FOR APPLICATION TO TRAFFIC OF UNION FURNITURE CO., SAN JOSE

Rates per Month in Dollars per Unit of Carrier's Equipment Capacity of Carrier's Equipment (in Pounds) Over 4,500 but not over 10,500 1.035*

Base Rate

* Subject to the following conditions:

(a) Rate applies for a maximum mileage of 1,250 miles and is limited to 8 hours out of each 9 consecutive hours per day. For operations in excess of these limitations, a charge of 16 cents per mile shall be made for each additional mile of operation per month and of \$4.62 per hour for each additional hour per day.

(b) Rate applies only from San Jose and is limited to 125 actual miles from said point.

(c) Rate applies only when, prior to the use of the equipment involved, the shipper enters into a written agreement with the carrier subject to the conditions herein specified.

(d) Rate applies for a calendar month or for a period of 30 successive days from the date specified in the written agreement.

(e) Rate applies for the exclusive use of the equipment for the period specified herein except on Sundays, New Years Day, Washington's Birthday, Memorial Day and Christmas Day.

(f) Rate includes the service of a driver only. When, at the request of the shipper, the carrier furnishes help in addition to the driver, an additional charge shall be made at the rate of \$3.50 per man per hour, or any fraction thereof, minimum charge one hour for each helper used. The time for computing charges shall not be less than the actual time the helpers are engaged in performing the service.

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(g) The written agreement shall include the following informa-

- (1) Date of agreement, date transportation service is to commence, the monthly period, and duration of the agreement.
- (2) Identification of the equipment by license number or otherwise.
- (3) Capacity of equipment as shown herein.
- (4) Base rate and maximum mileage per month, and maximum hours per day.
- (5) Rates per mile for excess mile and per hour for excess hours.
- (6) Basing point of operations.
- (7) A clause that the agreement is canceled if the charges are not remitted by the shipper and collected by the carrier as required by Condition (h).
- (8) The agreement shall be in substantially the following form:

Date ____

In accordance with the provisions of Decision No. _____, in Application No. 39100, I hereby elect to have ______

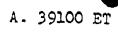
	(Identify Transaction)		
transported by		_ under the rates	s and
provisions of said Basing Point	(Name of Carrier) decision, subject to the fol	llowing terms:	
	(Street Address)	(City)	
Counties of Servi			
Period of Agreeme	ent		
Capacity of Equip		po	unds.
Identification o:			
Type of Service t	o Be Performed		
Maximum Mileage			
Base Monthly Rate			
	C Excessive Mileage		
Rate per Hour for	Excessive Hours		
Shipper			
	in Full) (N	ame in Full)	
Confirmed:			
Carrier	Ву		
NOTE: This agree	ent is canceled if the charge	es are not	

remitted by the shipper and collected by the carrier as provided for in said decision. A. 39100 ET

(h) Within 7 calendar days after the end of the monthly period as set forth in the written agreement, the carrier shall present a bill to the shipper which shall set forth:

 (1) The monthly transa (2) Identification of (3) Base monthly rate. (4) Maximum mileage as (5) Mileage in excess charges therefor (6) Number of hours in rate and charges (7) Number of hours for therefor. (8) The freight bill s following form: FREIGHT BILL FOR TRANS AT MONTHLY VEHIC 	equipment. s provided : of maximum h excess of s therefor. or helper, shall be in	in written , and rate 8 hours pe and rate an substantia OF PROPERTY	and r day, d char lly th	and ges
Name of Carrier		Bill	No.	
(Name of Carrier as shown	r must be so on Permit)		No.	
NAME OF SHIPPER				
STREET ADDRESS	,	· <u>·······</u> ····························	,	
CITY		<u>,</u>		
				;
Period equipment unit is engaged and identification of equipment:		Date Completed	Base Rate	Charges
		() •		
Miles Operated Number of	Maximum Mi	les		
Excessive Miles	Rate per M	ile		
Number of Excessive Hours	Rate per H	our		
Number of	_			
Hours for Helpers	Rate per H			
	Other Char	ges	······································	\
	Total to C	ollect	-	}
Certification of Data:				
Shipper	Carrie	r		
By	Bv			

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(i) Within 20 days after the completion of the monthly transaction period the shipper shall remit and the carrier shall collect the charges, or, in the event shipper does not agree with the charges so determined, he shall within the aforementioned 20-day period notify the carrier of the exceptions taken to the charges.

(j) The original or a copy of the written agreement and the freight bill shall be retained and preserved by the carrier, subject to Commission inspection, for a period of not less than three years from the date of their issuance.