

ORIGINALDecision No. 55638

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) Application No. 39100
 from minimum rates, rules and regula-)
 tions applicable in connection with)
 certain transportation to be performed)
 for UNION FURNITURE CO., a corporation.)

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.

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.

O R D E R

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

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.

Dated at San Francisco, California, this 1st day of October, 1957.

John E. [Signature]
President
Paul [Signature]
[Signature]
[Signature]
Commissioners

Appendix A to Decision No. 55636

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

<u>Capacity of Carrier's Equipment (in Pounds)</u>	<u>Base Rate</u>
Over 4,500 but not over 10,500	1,035*

* 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.

(g) The written agreement shall include the following information:

- (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 and provisions of said decision, subject to the following terms:

Basing Point _____ (Street Address) _____ (City)

Counties of Service _____

Period of Agreement _____

Capacity of Equipment _____ pounds.

Identification of Equipment _____

Type of Service to Be Performed _____

Maximum Mileage _____

Base Monthly Rate \$ _____

Rate per Mile for Excessive Mileage _____

Rate per Hour for Excessive Hours _____

Shipper _____ By _____ (Name in Full) (Name in Full)

Confirmed: Carrier _____ By _____

NOTE: This agreement is canceled if the charges are not remitted by the shipper and collected by the carrier as provided for in said decision.

(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 transaction period.
- (2) Identification of equipment.
- (3) Base monthly rate.
- (4) Maximum mileage as provided in written agreement.
- (5) Mileage in excess of maximum, and rate and charges therefor.
- (6) Number of hours in excess of 8 hours per day, and rate and charges therefor.
- (7) Number of hours for helper, and rate and charges therefor.
- (8) The freight bill shall be in substantially the following form:

FREIGHT BILL FOR TRANSPORTATION OF PROPERTY
AT MONTHLY VEHICLE UNIT RATES

Name of Carrier _____ Bill No. _____
(Name of Carrier must be same as shown on Permit) Permit No. _____

NAME OF SHIPPER _____
 STREET ADDRESS _____
 CITY _____

Period equipment unit is engaged and identification of equipment:	Date Started	Date Completed	Base Rate	Charges
Miles Operated _____	Maximum Miles _____			
Number of Excessive Miles _____	Rate per Mile _____			
Number of Excessive Hours _____	Rate per Hour _____			
Number of Hours for Helpers _____	Rate per Hour _____			
	Other Charges _____			
	Total to Collect _____			

Certification of Data:

Shipper _____ Carrier _____
 By _____ By _____

(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.