

Decision No. 57438

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)	
RED LINE CARRIER, INC., a corpora-)	
tion, for authority to depart from)	
minimum rates, rules and regulations)	Application No. 40487
applicable in connection with certain)	
transportation to be performed for)	
UNION FURNITURE CO., a corporation.)	

OPINION AND ORDER

Applicant holds radial highway common, highway contract, household goods and city carrier permits. Decision No. 55636, dated October 1, 1957, in Application No. 39100, authorized Ben F. Hawes and N. J. Radunich, a copartnership, doing business as Red Line Carriers, 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. That authority is scheduled to expire October 20, 1958. The partnership has now incorporated.

By this application authority is sought to continue the deviation until December 20, 1958. Applicant proposes, however, to increase the additional hourly rate in excess of 8 hours per day from \$4.62 to \$4.80; the hourly charge for an additional man, other than the driver, from \$3.50 to \$3.65 and the monthly base rate from \$1,035 to \$1,060.

Applicant states that it has been engaged in labor negotiations for the past three months and that these negotiations are still not finally determined, nor can their over-all effect on applicant's cost be accurately determined at this time. Applicant states further that it has been seeking to determine these costs for the past four months and for that

reason did not file this request for continued authority until now. According to the application, applicant is of the belief that its costs will have been stabilized and their full effect will be accurately known within a period of sixty days from October 20, 1958. Within such time applicant states that it will file an application reflecting current cost data.

In the circumstances, it appears, and the Commission finds, that the proposed rates are reasonable. The application will be granted. A public hearing is not necessary.

The special rate authority herein sought and granted is not applicable to common carrier services.¹ Section 3542 of the Public Utilities Code forbids carriers to operate both as a common carrier and as a highway contract carrier of the same commodities between the same points.² In view of the contract carriage involved in this proceeding, it appears that a suitable limitation should be placed upon applicant's radial highway common carrier permit to preclude the dual operations prohibited by Section 3542 of the Code. In seeking a further modification or extension of the special rate authority beyond December 20, 1958, applicant should propose such limitations or conditions as are necessary.

1

Section 3666 of the Public Utilities Code reads as follows:
"If any highway carrier other than a common carrier desires to perform any transportation or accessorial service at a lesser rate than the minimum established rates, the commission shall, upon finding that the proposed rate is reasonable, authorize the lesser rate."

2

Section 3542 of the Public Utilities Code reads as follows:
"No person or corporation shall engage or be permitted by the commission to engage in the transportation of property on any public highway, both as a common carrier and as a highway contract carrier or as a common carrier and a petroleum contract carrier of the same commodities between the same points."

Original

A. 40487-IM *

Therefore, good cause appearing,

IT IS ORDERED:

(1) That Red Line Carriers, Inc., is 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 by this reference 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 applicant 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 December 20, 1958, unless sooner canceled, changed or extended by order of the Commission.

The effective date of this order shall be October 20, 1958.

Dated at San Francisco, California, this 15th day of October, 1958.

E. L. Fox

 President

Paul H. Kerner

 Commissioner

Harold Denver

 Commissioners

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

<u>Capacity of Carrier's</u> <u>Equipment (in Pounds)</u>	<u>Base Rate</u>
Over 4,500 but not over 10,500	1,060%

*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 miles shall be made for each additional mile of operation per month and of \$4.80 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 Year's 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 \$3.65 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. 52468, in Application No. 40487, I hereby elect to have _____

_____ (Identify Transaction)

transported by _____ under the rates and (Name of Carrier)

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 _____ (Name in Full) By _____ (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 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.

END

APPENDIX "A"