

Decision No. 59341

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of RED LINE)	
CARRIERS, INC., a corporation, for authority)	
to depart from minimum rates, rules and regu-)	Application No. 41645
lations 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. Prior orders in Application No. 40487 authorized it to deviate from the minimum rates by using monthly vehicle rates, in lieu of the weight and distance rates otherwise applicable, for transportation performed for Union Furniture Co. between San Jose and points within a radius of 125 miles thereof. That authority is scheduled to expire December 20, 1959.

By this application, the carrier seeks authority to continue in effect, for an additional one-year period, its present authority to deviate from the minimum rates. Applicant proposes, however, to increase the monthly base rate from \$1,150 to \$1,250; the excess mileage charge from 16 cents to 16½ cents per mile; the additional hourly rate for time in excess of 8 hours per day from \$5.36 to \$5.75; and the hourly charge for each additional man, other than the driver, from \$3.85 to \$4.25 per man per hour.

The application alleges that, except for increases in the cost of operation, the conditions which justified the previous deviation from the minimum rates still exist; and that the proposed increases in rates will serve to offset higher operating costs. Data submitted with the application indicate that, under the proposed rates, the operation may reasonably be expected to be profitable for the ensuing year. The Transportation Division staff has reviewed the verified application and has recommended that it be granted.

In the circumstances, it appears, and the Commission finds, that the proposed rates are reasonable. A public hearing is not necessary. The application will be granted. In view of the expiration date of the current authority, the order which follows will be made effective December 20, 1959.

Therefore, good cause appearing,

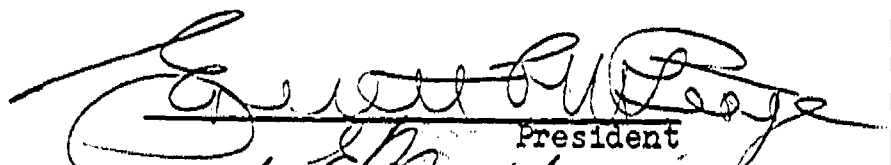
IT IS ORDERED:

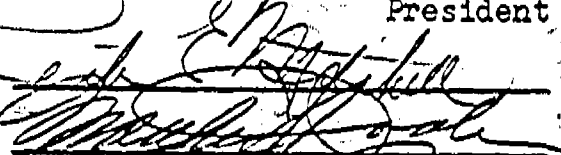
(1) That Red Line Carriers, Inc., is hereby authorized to transport property for Union Furniture Co. between San Jose and points within a radius of 125 miles thereof at the rates and charges specified in Appendix "A", attached hereto and by this reference made a part hereof, subject to the conditions and restrictions set forth in said Appendix "A", in lieu of the minimum rates otherwise applicable.

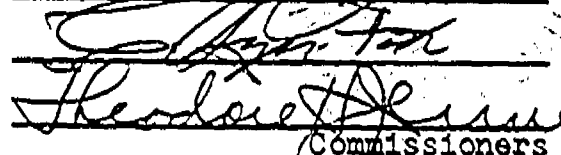
(2) That the authority herein granted shall expire December 20, 1960, unless sooner canceled, changed or extended by order of the Commission.

The effective date of this order shall be December 20, 1959.

Dated at San Francisco, California, this 8th day of December, 1959.



President




Theodore H. Turner
Commissioners

MONTHLY VEHICLE UNIT RATE FOR APPLICATION TO
TRAFFIC OF UNION FURNITURE CO., SAN JOSERate per Month per Unit of Carrier's Equipment

<u>Capacity of Carrier's Equipment (in Pounds)</u>	<u>Base Rate</u>
Over 4,500 but not over 10,500	\$1,250.00*

*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 16½ cents per mile shall be made for each additional mile of operation per month and of \$5.75 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 which includes Saturdays but does not include Sundays or the following holidays: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Admission Day, Thanksgiving 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 \$4.25 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

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information:

APPENDIX "A" (Continued)

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. 41645, I hereby elect to have _____

(Identify Transaction)

transported by _____ under the rates and provisions of said decision, subject to the following terms:
(Name of Carrier)

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.

APPENDIX "A" (Continued)

(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 _____

APPENDIX "A" (Concluded)

(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 OF APPENDIX "A"