

ORIGINAL

Decision No. 77367

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application)
of AL SCANNAVINO, an individual)
doing business as AL SCANNAVINO)
TRUCKING CO., for authority to)
depart from minimum rates, rules)
and regulations with certain)
transportation to be performed)
for UNITED VINTNERS, INC.)

Application No. 51876
(Filed May 4, 1970)

OPINION AND ORDER

Applicant holds radial highway common carrier and highway contract carrier permits. ^{1/} By Decision No. 75699 dated May 27, 1969, in Application No. 50918, applicant was authorized, as a highway contract carrier, to transport for United Vintners, Inc., wine, champagne, sparkling wine, brandy, grape juice, wine vinegar and fruit drink, in packages, between Madera and points in Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino, Riverside, Kern, San Luis Obispo and Imperial Counties; pallets from Madera and points in said counties to Saugus; and empty glass bottles from Saugus to Madera at a yearly vehicle unit rate of 46.21 cents per mile, subject to a minimum annual mileage of 130,000 miles. This rate is assessed in lieu of the minimum rates otherwise applicable. The current authority is scheduled to expire with June 30, 1970.

By this application, Al Scannavino seeks authority to modify and continue the current rate deviation for a further

1/ He is also authorized to operate as a highway common carrier of general commodities between points not involved herein.

one-year period. Applicant proposes to modify the authority by increasing the currently authorized yearly vehicle unit rate from 46.21 to 48.98 cents per mile.^{2/}

Applicant alleges that, except for increases in operating costs due to wage increases, the transportation circumstances set forth in his prior application, which justified the granting of the current authority, continue to exist. Applicant further alleges that the proposed rate reflects the increased costs involved in handling this traffic on the basis of wages and related labor costs which are currently in effect and which will be effective during the ensuing year. Applicant asserts that, due to the profitable character of the operations conducted under this authority, he can continue to provide the same service at the proposed rate and realize a reasonable and adequate return.

Revenue and expense data submitted by applicant indicate that the transportation involved has been profitable and reasonably may be expected to be profitable during the ensuing year.

The certificate of service shows that a copy of the verified application was mailed to California Trucking Association on April 28, 1970. The application was listed on the Commission's Daily Calendar of May 6, 1970. No objection to the granting of the application has been received.

In the circumstances, it appears, and the Commission finds, that the proposed yearly vehicle unit rate is reasonable for the transportation involved. A public hearing is not necessary. The Commission concludes that the application should be granted.

^{2/} No authority for the increase in the rate now authorized is required inasmuch as applicant performs this transportation as a highway contract carrier for which only minimum rates have been established.

IT IS ORDERED that:

1. Al Scannavino is hereby authorized, as a highway contract carrier, to depart from the provisions of the minimum rate orders otherwise applicable to the services which he performs for United Vintners, Inc., to the extent specifically provided in Appendix A, attached hereto and by this reference made a part hereof, and to assess a rate less than the minimum rates otherwise applicable for such services but not less than the rate set forth, and subject to the conditions shown, in said Appendix A.

2. The authority herein granted shall, on and after June 30, 1970, supersede the authority granted by Decision No. 75699 and shall expire with June 30, 1971.

This order shall become effective June 30, 1970.

Dated at San Francisco, California, this 16th
day of JUNE, 1970.

William J. Sproule, Jr.
President
Augustine
J. P. M. M. M.
James L. Strayer
Commissioners

APPENDIX A

AL SCANNAVINO, doing business as
AL SCANNAVINO TRUCKING CO.

STATEMENT OF YEARLY VEHICLE UNIT RATE PROVISIONS
FOR APPLICATION TO CERTAIN TRAFFIC OF
UNITED VINTNERS, INC.

Rates per mile in cents per unit of equipment:

<u>Type of Carrier's Motor Power Equipment</u>	<u>Rate</u>
220 Horsepower Diesel Tractor	48.98 cents per mile
<u>Type of Carrier's Trailer Equipment</u>	<u>Minimum Annual Mileage</u>
27' Flat-rack Semi-Trailer	<u>130,000 Miles</u>
27' Flat-rack Pull-Trailer	

Subject to the following conditions:

a. Rate includes exclusive use of equipment for a period of 365 successive days for movement of wine, champagne, sparkling wine, brandy, grape juice and wine vinegar, in packages, and fruit drink consisting of concentrated fruit juice, water and fruit derivatives, not carbonated (as described in Item 72140 of National Motor Freight Classification A-10), between the plant of United Vintners, Inc., at 24246 Avenue Thirteen, Madera, on the one hand, and, on the other hand, points in Santa Barbara, Ventura, Los Angeles, Orange, San Diego, San Bernardino, Riverside, Kern, San Luis Obispo and Imperial Counties, and of pallets from said plant of United Vintners, Inc., and from points in the aforesaid counties to Thatcher Glass Company at its plant at 25665 Springbrook Road, Saugus, and on return trip, for movement of empty glass bottles from the plant of Thatcher Glass Company, at 25665 Springbrook Road, Saugus, to the plant of United Vintners, Inc., at 24246 Avenue Thirteen, Madera.

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b. Rate is subject to use of equipment for an annual minimum mileage of 130,000 miles.

c. Rate includes an allowance of 4 hours per round trip for loading and unloading equipment, and time consumed in excess of that allowed will be charged at the rate of \$7.42 per hour, or any fraction thereof.

d. Rate applies for a period of 365 successive days.

e. Rate includes the services of a driver only.

f. The rate applies only when, prior to use of equipment, a written agreement is made subject to the conditions hereinafter specified, covering the specific use of an identified unit of equipment of the type specified above for a period of not less than 365 successive days.

g. The written agreement shall include the following information:

- (1) Date of agreement, date transportation service is to commence and duration of the agreement.
- (2) Identification of equipment by license number or otherwise.
- (3) Mileage rate, minimum annual mileage and statement of basis upon which mileage is to be accumulated.
- (4) Loading and unloading time allowed and rate per hour for excess loading and unloading time.
- (5) The points between which the equipment shall operate and the commodities which it shall transport between such points.
- (6) A clause stating that the agreement is canceled if the charges are not remitted by the shipper and collected by the carrier as required by this decision.

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- (7) The agreement shall be in substantially the following form:

Date _____

In accordance with the provisions of Decision No. _____, in Application No. 51876, I hereby elect to have services hereinafter described performed by Al Scannavino, doing business as Al Scannavino Trucking Co., under the rates and provisions of said decision, subject to the following terms:

Points of Service: _____
Commodities To Be Transported: _____
Period of Agreement: This agreement is effective for a period of 365 successive days, commencing on _____ and terminating on _____, except that this agreement shall be subject to cancellation or revision by order of the Public Utilities Commission of the State of California.

Identification of Equipment: _____
Rate: 48.98 cents per mile, subject to a minimum annual mileage of 130,000 miles. Rate includes an allowance of 4 hours for loading and unloading per round trip; a charge of \$7.42 per hour, or any fraction thereof, will be made for loading or unloading time in excess of that allowed. Rate includes the services of a driver only.

Shipper: UNITED VINTNERS, INC. By _____
Its

Carrier: AL SCANNAVINO By _____
Al Scannavino

This agreement is canceled if the charges are not remitted by the shipper and collected by the carrier, as provided for in Decision No. _____.

This agreement may be canceled upon three days' written notice at the option of either party when service is required to be suspended for a period of 15 successive days by reason of a strike or an act of God affecting either carrier or shipper. If the contract is so canceled by the shipper, then shipper shall pay carrier for all transportation performed for that year up to the date of cancellation the full applicable minimum rate established by the California Public Utilities Commission.

h. On Monday of each week during the yearly period set forth in the written agreement, the carrier shall present a bill to the shipper in substantially the following form:

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Name of Carrier _____ Bill No. _____
Permit No. _____
Date of Billing _____

Name of Shipper _____

Street Address _____

City _____

Identification of leased equipment _____

Date of lease _____

Miles operated during preceding week _____ Rate per mile _____ Charge _____

Excess loading and unloading time _____ Rate per hour _____ Charge _____

Number of hours for helpers _____ Rate per hour _____ Charge _____

TOTAL CHARGES _____

Accumulated mileage to _____; Miles _____

Difference between required minimum mileage and accumulated
mileage: _____

Carrier _____

By _____

i. No later than Monday following the issuance of the weekly statement provided for in Paragraph h, the shipper shall remit and the carrier shall collect the charges set forth on such bill, or in the event the shipper does not agree with the charges set forth on such bill, he shall prior to the due date here set notify the carrier of the exceptions taken.

j. If at the time of the final weekly billing the accumulated mileage is less than the required minimum mileage, the final weekly bill shall include, in addition to the miles operated during the preceding week, a charge for the difference between the total number of miles accumulated over the year and the total minimum mileage upon which the rate here authorized is predicated.

END OF APPENDIX A