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ORIGINAL

Decision No. 84989

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
DART TRANSPORTATION SERVICE, a)
California corporation, to deviate)
from minimum rates pursuant to)
Section 3666 of the Public Utilities)
Code for Sears Roebuck and Co.)

Application No. 55850
(Filed August 6, 1975)

INTERIM OPINION

Applicant Dart Transportation Service, a highway permit carrier, seeks authority to charge less than the established minimum rates on a different basis for the transportation of property for Sears Roebuck and Co. (Sears) within southern California. Applicant now performs substantial services for Sears in intrastate and interstate commerce as a contract carrier under authority issued by the Interstate Commerce Commission.

The transportation services and the charge proposed in this application are for the purpose of providing Sears with a single-cost factor per hour or per mile to permit Sears to continue the allocation of such transportation costs to its various units on the same basis it has historically used to develop such charges. To permit the various units flexibility in receiving procedures, Sears has arranged for all the necessary trailing equipment and will assign the appropriate type of equipment to the installations according to need. The rates and charges proposed in the application are for providing necessary power equipment and driver to move that trailing equipment to, from, and between the various installations and provide necessary direct supervision and dispatchers to properly and efficiently perform that service.

The application was noticed in the Commission's Daily Calendar of August 7, 1975. The Commission's Transportation Division has reviewed the application and advised that in the absence of protest it may be granted by ex parte order. No protest or request for public hearing has been received.

Subject to further review upon consideration of actual cost evidence to be submitted by applicant, it appears and the Commission finds that the proposed deviation is reasonable. The Commission concludes that interim authority as set forth in the following order should be granted until further order of the Commission.

INTERIM ORDER

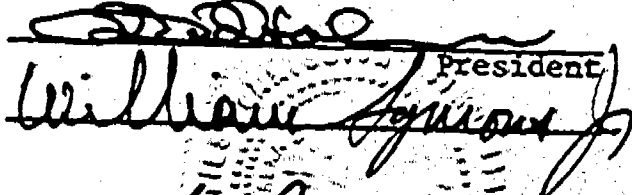
IT IS ORDERED that:

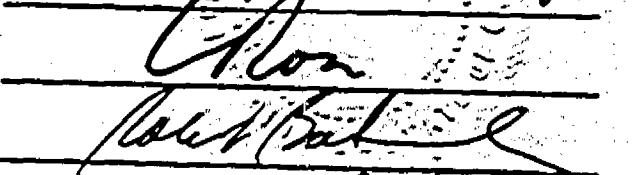
1. Dart Transportation Service is authorized to depart from the provisions of Minimum Rate Tariffs 2 and 15 to the extent set forth in Appendix A.

2. The authority granted shall expire one year after the effective date of this order unless sooner canceled, modified, or extended by order of the Commission.

The effective date of this order is the date hereof.

Dated at San Francisco, California, this 15th day of OCTOBER, 1975.



President


Commissioners

Commissioner Vernon L. Sturgeon, being necessarily absent, did not participate in the disposition of this proceeding.

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DART TRANSPORTATION SERVICE

Yearly, Monthly, Weekly, and Hourly Vehicle

Rates and Rules

For the

Transportation of Property over the Public Highways

Within

The State of California

For the Account

Of

Sears Roebuck and Co.

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DEFINITION OF TECHNICAL TERMS

Item 10

CARRIER means Dart Transportation Service.

CARRIER'S EQUIPMENT means any 2-axle or 3-axle tractor. Trailing equipment to be furnished by Sears Roebuck and Co.

HOLIDAY means New Year's Day (January 1), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Fourth of July, Labor Day (the first Monday in September), Thanksgiving Day, the day after Thanksgiving, December 24th, and Christmas Day (December 25th).

When a holiday falls on Sunday, the following Monday will be considered as the holiday.

DANGEROUS ARTICLES TARIFF means Hazardous Materials Tariff 111-A, California PUC 11 of American Trucking Associations, Inc., Agent, including supplements to and reissues thereof.

RATE includes charge and also rules governing and the accessorial charges applying in connection therewith.

TERM OF WRITTEN AGREEMENT means the calendar period shown on the agreement between the shipper and carrier covering the unit of equipment as set forth in Item 170.

APPLICATION - TERRITORY

Item 20

Rates and rules contained herein apply between all points within the State of California located in the counties of Imperial, Kern, Kings, Los Angeles, Fresno, Orange, Riverside, San Diego, San Bernardino, San Luis Obispo, Santa Barbara, Tulare, and Ventura.

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APPLICATION - COMMODITIES

Item 30

Rates contained herein apply only to such articles regularly used, sold or offered for sale by Sears Roebuck and Co., in its mail order and chain retail department store businesses.

APPLICATION OF RATES AND CONDITIONS

Item 40

- (A) Under the rates contained herein, carrier shall provide, supervise, and control all necessary drivers and dispatchers for the purpose of performing the transportation services described herein.
- (B) Loading of shipments for the account of Sears Roebuck and Co. shall be by the shipper, shipper's agent, or carrier with the vehicle being sealed by the loading party.
- (C) Unloading of the shipments for the account of Sears Roebuck and Co. shall be by the receiving unit, receiving unit's agent, or carrier, with the seal being broken by the unloading party.
- (D) Provided that the vehicle is received at the first point of destination with seals intact and then resealed at all points of destination, the carrier shall be absolved from liability for loss, damage, or nonreceipt of the goods, other than when a collision or overturning of the vehicle is the proximate cause therefor.

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COLLECTION OF CHARGES

Item 50

Charges accruing under the provisions contained herein shall be billed on a weekly basis.

Carrier shall present a bill to Sears Roebuck and Co. on the first (1st) working day after the end of any weekly period, Sunday through Saturday, the total billing for all services performed during the immediately preceding week.

Sears Roebuck and Co. shall pay the billed charges within seven (7) days after receipt.

TRANSPORTATION OF DANGEROUS ARTICLES

Item 60

Dangerous articles will not be accepted for transportation unless at the time of, or prior to, the initial pickup the consignor has furnished to the carrier written information as required under the regulations of the Dangerous Articles Tariff.

Dangerous articles may not be shipped in mixed shipments containing one or more commodities which the Dangerous Articles Tariff prohibits being transported at the same time on a single unit of carrier's equipment.

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APPLICATION OF RATES - GENERAL

Item 70

The base yearly, monthly, weekly, and hourly rates as set forth in Items 140 and 150 apply as follows:

- (A) The yearly rates contained herein apply when Sears Roebuck and Co. enters into a written agreement with the carrier for a period of no less than twelve (12) consecutive months.

The rates do not include service performed on Saturdays, Sundays, or holidays.

For service performed on Saturdays, Sundays, and holidays, the additional charges as provided in Item 160 are applicable.

- (B) The monthly rates contained herein apply when Sears Roebuck and Co. enters into a written agreement with the carrier for a period of no less than thirty (30) consecutive days.

The rates do not include service performed on Saturdays, Sundays, or holidays.

For service performed on Saturdays, Sundays, and holidays, the additional charges as provided in Item 160 are applicable.

- (C) The weekly rates contained herein apply when Sears Roebuck and Co. enters into a written agreement with the carrier for a period of no less than five (5) consecutive days.

The rates do not include service performed on Saturdays, Sundays, or holidays.

For service performed on Saturdays, Sundays, and holidays, the additional charges as provided in Item 160 are applicable.

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Item 70 - Contd.

- (D) The hourly rates contained herein apply for periods Monday through Friday, excluding holidays.

For service performed on Saturdays, Sundays, and holidays, the additional charges as provided in Item 160 are applicable.

COMPUTATION OF HOURS - LOCAL OPERATIONS

Item 80

- (A) Hourly charges shall be computed from the driver's trip sheets which are prepared during each work shift.
- (B) A work shift shall be a minimum of eight (8) hours of work and/or driving time out of each nine (9) consecutive hours per day. Time taken for lunch will not be included in hours of service.
- (C) Each driver will log the starting time and continue to log on a continuing basis, the arrival and departure times at each stop to and including final quitting time at the end of the work shift.
- (D) The number of driver's hours of service for each day will be computed from the time at which carrier's driver commences either operating the motor vehicle or performing other related services, whichever is sooner, and ending at the time that carrier's driver either ceases operating the motor vehicle or performing other related services, whichever is later.
- (E) The total time is then computed for the entire shift and converted into hours or fractions thereof.

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Item 80 - Contd.

- (F) Fractions of an hour and charges therefor shall be determined in accordance with the following table:

Minutes		
<u>Over</u>	<u>Not Over</u>	
0	8 Omit
8	38 shall be 1/2 hour
38	60 shall be 1 hour

- (G) In the event that a unit of equipment has become temporarily inoperable while engaged in transportation under the conditions contained herein, the carrier may substitute another unit of equipment at the rates contained herein in Items 140 and 150 until such time as the original unit of equipment is operable.

COMPUTATION OF HOURS - INTERCITY OPERATIONS

Item 90

- (A) For hours work, other than driving, an hourly charge as determined under Item 140 shall apply.
- (B) Hourly charges shall be computed from the driver's trip sheets, which are prepared during each work shift.
- (C) A work shift shall be a minimum of eight (8) hours of work and/or driving time out of each nine (9) consecutive hours per day. Time taken for lunch will not be included in hours of work.
- (D) Each driver will log the starting time and continue to log, on a continuing basis, the arrival and departure times at each stop to and including final quitting time at the end of the work shift.

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Item 90 - Contd.

- (E) The total time for hours worked, other than driving will be computed for the entire shift and converted into hours or fractions thereof, except that an allowance of fifteen (15) minutes will be made in computing the hourly charges for hookup time in the intercity operations.
- (F) Fractions of an hour and charges therefor shall be determined in accordance with Item 80, subparagraph (F).

MILEAGE RATES - INTERCITY OPERATIONS

Item 100

Mileage rates as shown in Item 140 shall be computed as follows:

At the beginning of each work shift the driver will log on his trip sheet the beginning odometer reading and continue to log on a continuing basis the odometer reading at the arrival and departure of each stop to and including the end of the work shift.

Charges will be computed on the total odometer miles for each work shift.

ACCESSORIAL CHARGES

Item 110

When in response to Sears Roebuck and Co.'s request carrier's equipment is painted, lettered, or marked, or which special equipment or accessories, e.g., forklifts, uniforms, etc., are furnished by the carrier, in connection with the transportation which is performed subject to the rates contained herein, a reasonable charge therefor shall be made by the carrier against Sears Roebuck and Co. In no event shall the charge be less than the cost for such painting, lettering, marking, or the costs applicable to the use of special equipment or accessories.

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CHARGES FOR LAYOVER AND SUBSISTENCE

Item 120

In addition to all other applicable rates and charges contained herein, the following charges will be assessed:

- (A) A charge of \$11.30 per hour, minimum eight (8) hours, per man in the event that a driver or other carrier employee must lay-over enroute as required by law because of an excess of hours of service; and
- (B) A charge of \$8.75 per 24-hour period shall be assessed for subsistence for each driver or other carrier employee if service requires overnight delay.

MINIMUM CHARGES

Item 130

- (A) The total charges accruing under Item 140 shall be the actual miles at the applicable mileage rate for all driving hours plus the nondriving hours at the applicable hourly rate for each unit per day as provided in Item 140, subject to a minimum of eight (8) hours per day per unit, based on the combination of the driving and nondriving hours.
- (B) In no event will the charges accruing under Items 150 and 160 be less than eight (8) hours per unit per day at the applicable hourly rate.

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RATES - INTERCITY (RATE BASIS A)

Item 140

Subject to the provisions of Items 70, 90, and 100, charges for service performed between points and places in Fresno, Imperial, Kern, Kings, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties, except movements wholly within or between Los Angeles and Orange Counties will be determined in the following manner:

Mileage Rate

- (A) The charge per mile, subject to the provisions of Item 100 shall be 80¢ per mile.

For all hours other than driving time an hourly charge will apply, Monday through Friday, in accordance with the following schedule:

For units on yearly agreement ...	\$17.00	per hour
For units on monthly agreement ..	\$18.35	per hour
For units on weekly agreement ...	\$19.80	per hour
For units on hourly agreement ...	\$21.35	per hour

- (B) For service performed on Saturdays, Sundays, and holidays charges as shown in Item 160 will apply.

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RATES - LOCAL OPERATIONS (RATE BASIS B)

Item 150

- (A) Subject to the provisions of Items 70 and 80, for movements wholly within or between points in Los Angeles and Orange Counties, hourly charges will be determined in accordance with the following schedule, Monday through Friday:

For units on yearly agreement ...	\$16.75 per hour
For units on monthly agreement ..	\$18.10 per hour
For units on weekly agreement ...	\$19.55 per hour
For units on hourly agreement ...	\$21.10 per hour

- (B) For service performed on Saturdays, Sundays, and holidays, charges as shown in Item 160 will apply.

RATES - SATURDAYS, SUNDAYS, AND HOLIDAYS

Item 160

- (A) When a unit on a yearly, monthly, or weekly agreement, utilized Monday through Friday, or charges paid for those days, is utilized on Saturdays, Sundays, or holidays, the following additional charges will apply:

Saturdays/Sundays	\$20.82 per hour
Holidays	\$24.89 per hour

- (B) Subject to the minimum charge as shown in Item 130.

APPENDIX A
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In accordance with the provisions of Decision No. _____ of the Public Utilities Commission, State of California, or subsequent orders modifying or superseding said decision, SEARS ROEBUCK AND CO. hereby elects to have articles regularly used, sold, or to be offered for sale in its mail order and chain retail store business, transported by DART TRANSPORTATION SERVICE at rates no less than the minimum rates authorized by the Public Utilities Commission, State of California, as provided in said decision.

DATE TRANSPORTATION IS TO COMMENCE: _____

TERM OF AGREEMENT: _____

AREA TO BE SERVED: _____

TYPE OF CARRIER'S MOTOR POWER
EQUIPMENT AND IDENTIFICATION: _____BASE RATE: INTERCITY OPERATIONS

MILEAGE _____ PER MILE

WORK HOURS \$ _____ PER HOUR

BASE RATE: LOCAL OPERATIONS

YEARLY AGREEMENT

\$ _____ PER HOUR

MONTHLY AGREEMENT

\$ _____ PER HOUR

WEEKLY AGREEMENT

\$ _____ PER HOUR

HOURLY AGREEMENT

\$ _____ PER HOUR

If the shipper fails to notify carrier of his intention to cancel any agreement prior to the expiration date of the agreement, said agreement will automatically renew for a like term.

SHIPPER: SEARS ROEBUCK AND CO.

BY: _____
(Name in Full)CARRIER: DART TRANSPORTATION
SERVICEBY: _____
(Name in Full)