

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

WASHINGTON, D. C.

ORDER NO. 1843

IN THE MATTER OF:

Served May 12, 1978

Application of AIRPORT LIMO, INC.,)	Application No. 1018
for Temporary Authority to Perform)	
Charter Operations Pursuant to)	
Contract - American Airlines)	
Aircraft Crews)	
)	
Application of AIRPORT LIMO, INC.,)	Application No. 1024
for Certificate of Public Convenience)	
and Necessity to Perform Charter)	Consolidated Docket No. 400
Operations Pursuant to Contract -)	
American Airlines and National)	
Airlines Aircraft Crews <u>1/</u>)	

By Order No. 1823, served March 27, 1978, Application No. 1018 was granted in its entirety, and Application No. 1024 was granted in part. By application filed April 14, 1978, Central Delivery Service of Washington, Inc. (Central), seeks reconsideration of Order No. 1823.

On April 19, 1978, Airport Limo, Inc. (Airport Limo), filed a reply to Central's application for reconsideration.

Central asserts the following errors:

1. The Commission erred in failing to recognize the special interest of Central in opposing a new application to conduct charter operations pursuant to contract.
2. The Commission erred in finding an adequate record exists in support of American Airlines decision to contract with another carrier.

1/ Only that portion of Application No. 1024 dealing with service pursuant to contract with American Airlines shall be considered in this order.

3. The Commission erred in failing to accord proper consideration to the effect of the approval of these applications upon Central.
4. The Commission erred in finding the proposed service required by the public convenience and necessity.
5. The Commission erred in granting authority in a manner not permitted by the Compact.

Only those facts necessary for clarity of discussion will be repeated herein. For a more complete recitation of the facts in this proceeding, see Order No. 1823, incorporated by reference herein.

In Application No. 1018 Airport Limo seeks temporary authority and in Application No. 1024 it seeks a certificate of public convenience and necessity, to transport, in charter operations pursuant to contract, American Airlines aircraft crews having a prior or subsequent movement by air, together with their baggage, between Washington National Airport, Gravelly Point, Va., on the one hand, and, on the other, Dulles International Airport, Chantilly, Va., via a route traversing Columbia Island, Washington, D. C. In Application No. 1024 Airport Limo also seeks to provide the same service between Dulles International Airport, Chantilly, Va., and Washington National Airport, Gravelly Point, Va., on the one hand, and, on the other, points in the District of Columbia. The grant of authority in this latter portion of Application No. 1024 is limited to service to and from hotels in the District of Columbia only.

Central has been providing transportation services for American Airlines crews (1) between the airports, and (2) pursuant to Certificate No. 23 which authorizes operations between Dulles International Airport or Washington National Airport, on the one hand, and, on the other, the District of Columbia.

In support of Airport Limo's applications, American Airlines' witness, Captain W. S. Dobbs, Flight Base Manager, testified that as part of his job duties he exercises final responsibility for securing ground transportation at both Dulles and National Airports for the airlines' crews. He stated that because of the odd hours of operation and the union-company contractual agreement, private transportation must be furnished. He further testified that there are between 270 and 300 crew movements a month in the Washington area. According to Captain Dobbs, support for Airport Limo's applications is being offered because of dissatisfaction with the present service of Central. He emphasized the immediate availability and larger size of Airport Limo's vehicles, and detailed specific problems that had been encountered with Central, which will be discussed in greater detail below.

Central's witnesses generally testified that Central was providing satisfactory service to American Airlines and that many of the alleged complaints were not communicated to Central, preventing it from acting upon them to alleviate problems in the future. These witnesses further offered evidence to rebut contentions of poor service made by Captain Dobbs.

Turning to the assertions of Commission error, we believe that the first allegation of error, regarding Central's "special interest" is synonymous with its third allegation, claiming that the Commission has failed to accord proper consideration to the effect on Central's operations of the grants of authority to Airport Limo. We are well aware of the fact that Central has been providing American Airlines with a service similar to that proposed by Airport Limo. As was stated in Order No. 1823 ". . . considering Central's overall viability and the virtually negligible contribution of American Airlines toward Central's financial well being, . . . Central will suffer no materially adverse consequences from the termination of this contract." Although Central claims that it was the first carrier to request authority to transport airline crews, it holds no special, or favored position in the transportation scheme, and as long as American Airlines shows that its present service is inadequate, it is free to pursue other means to meet its needs.

Central's contention that the record lacks sufficient examples of service deficiencies is unsupported by the evidence, as is the assertion that the Commission's findings rest on one or two isolated service difficulties. American Airlines' witness, Captain Dobbs, testified that he informed Central of existing problems and the result would be improved conditions for a short period of time (Transcript pp. 47-48). The following are a list of representative problems mentioned by Captain Dobbs along with exemplary references to the public hearing transcript: late arrival of vehicles to pick up flight crews (TR. 35, 43, 49, 51, 54, 56), reckless driving (TR. 37-39, 51), failure of limousine to show-up (TR. 45), inability to contact limousine (TR. 44), discourteous service (TR. 45A), and inadequate vehicles (TR. 55). American Airlines also presented an exhibit (H-2) which contains complaints about the service provided by Central.

Another element of American Airlines' dissatisfaction with Central centers on the lack of flexibility regarding equipment. Airport Limo utilizes 11-passenger vehicles which are stationed at the airports, unlike Central which relies primarily on 5-passenger station wagons located at a distance from the airports. The larger vans would enable Airport Limo to handle occasional situations where more crew members than are scheduled arrive on a flight, and the close proximity of equipment would avoid unnecessary delays. Central elicited testimony

indicating that there was some confusion regarding the arrival time of certain flights and the number of personnel expected on a regular basis, and tending to lessen the impact of some service failures in a limited number of cases. However, taken in its entirety, the record clearly shows a continuing pattern of inadequate service supporting American Airlines' dissatisfaction with Central. Conditions reached the point where Captain Dobbs decided American Airlines no longer wanted to use the services of Central, and felt that there was no longer any cause to discuss service problems that arose (TR. 69), and instead supported Airport Limo for the necessary authority.

With respect to the fourth assertion of error Central argues that the proposed service is not required by the public convenience and necessity. In its application for reconsideration it puts great weight on the fact that the service it offers is akin to that of a contract carrier, as defined by the Interstate Commerce Commission, with the standard being "consistent with the public interest." Central asserts that this standard looks more closely at the individual relationship between carrier and contracting shipper whereas the "public convenience and necessity" criterion deals more closely with the balance between an applicant's and protestant's interests. Despite Central's argument to the contrary, this Commission is empowered to issue certificates of public convenience and necessity only. (Title II, Article XII, §4(a) and (b) of the Compact). Analogies to criteria used in determining contractual arrangements are not applicable, but assuming arguendo that they would be helpful in making a determination, we believe that American Airlines has adequately expressed its reasons for terminating its relationship with Central. We do not have before us a case where a party has capriciously decided that it is time to switch carriers merely for the sake of a change. The record is replete with reasons for effecting the change.

The last allegation of error concerns the manner in which the grant of authority is phrased. The authorized service was applied for, and has been granted, via a route traversing Columbia Island, Washington, D. C. The Compact excludes from this Commission's jurisdiction passenger transportation for hire solely within the Commonwealth of Virginia. The Commission does, however, have jurisdiction over operations involving both the District of Columbia and the Commonwealth of Virginia even though both the origin point and the terminus are solely within the Commonwealth of Virginia. Compact, Title II, Article XII, §1(b). The requested service is not one for regular-route authority, which would require inclusion of specified routes in a grant of authority, but Airport Limo has stated that the service would be performed by traveling over Columbia Island. Inasmuch as the transportation to be offered creates a need for authority from this Commission, the certificate to be issued will include

the restriction requiring service to be provided over Columbia Island in conformance with Airport Limo's application and our jurisdiction.

THEREFORE, IT IS ORDERED that the application for reconsideration of Order No. 1823 by Central Delivery Service of Washington, Inc., except to the extent granted herein, is hereby, denied.

BY DIRECTION OF THE COMMISSION:


WILLIAM H. MCGILVERY
Executive Director

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NO. 26*

AIRPORT LIMO, INC.

ARLINGTON, VIRGINIA

By Order Nos. 1431, 1819, 1821, 1823, and 1843 of the Washington Metropolitan Area Transit Commission issued May 27, 1975, March 21, and 27 (1821 and 1823), and May 12, 1978;

AFTER DUE INVESTIGATION, it appearing that the above-named carrier is entitled to receive authority from this Commission to engage in the transportation of passengers within the Washington Metropolitan Area Transit District, as a carrier, for the reasons and subject to the limitations set forth in Order Nos. 1431, 1819, 1821, 1823, and 1843;

THEREFORE, IT IS ORDERED, that the said carrier be, and it is hereby, granted this certificate of public convenience and necessity as evidence of the authority of the holder to engage in transportation as a carrier by motor vehicle; subject, however, to such terms, conditions and limitations as are now, or may hereafter be, attached to the exercise of the privilege herein granted to the said carrier.

IT IS FURTHER ORDERED that the transportation service to be performed by the said carrier shall be as specified below:

IRREGULAR ROUTES:

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport Northwest Airlines aircraft crews having a prior or subsequent movement by air, together with their baggage, between Dulles International Airport, Herndon, Va., and Washington National Airport, Gravelly Point, Va., on the one hand, and, on the other, points in the District of Columbia.

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport Delta Airlines aircraft crews having a prior or subsequent movement by air, together with their baggage, between Washington National Airport, Gravelly Point, Va., on the one hand, and, on the other, points in the District of Columbia.

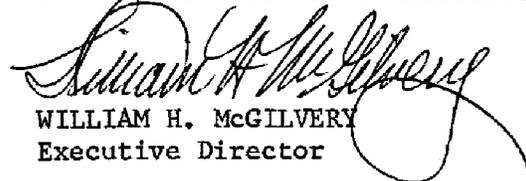
CHARTER OPERATIONS PURSUANT TO CONTRACT to transport National Airlines aircraft crews having a prior or subsequent movement by air, together with their baggage, between Washington National Airport, Gravelly Point, Va., on the one hand, and, on the other, hotels in the District of Columbia.

CHARTER OPERATIONS PURSUANT TO CONTRACT to transport American Airlines aircraft crews having a prior or subsequent movement by air, together with their baggage, (a) between Dulles International Airport, Herndon, Va., and Washington National Airport, Gravelly Point, Va., on the one hand, and, on the other, hotels in the District of Columbia, and (b) between Dulles International Airport, Herndon, Va., and Washington National Airport, Gravelly Point, Va., restricted to transportation operations traversing Columbia Island, Washington, D. C.

IT IS FURTHER ORDERED that the charter operations pursuant to contract authorized by this certificate of public convenience and necessity shall be limited to the performance of service pursuant to continuing bilateral contracts between Airport Limo, Inc., on the one hand, and, on the other, Northwest Airlines, Delta Airlines, National Airlines, and American Airlines, provided, however, that written notice must be filed by the carrier with the Commission within five (5) days of any cancellation or termination of the aforementioned agreements, and further provided that any change in or amendment to any aforementioned agreement shall be filed with the Commission for approval at least fifteen (15) days prior to the proposed effective date of such change or amendment, and further provided that any change or amendment to the aforementioned agreement which would involve new authority shall be subject to the provisions of the Washington Metropolitan Area Transit Regulation Compact and the Rules and Regulations of the Commission.

AND IT IS FURTHER ORDERED and made a condition of this certificate that the holder thereof shall render reasonable, continuous and adequate service to the public in pursuance of the authority granted herein, and that failure so to do shall constitute sufficient grounds for suspension, change or revocation of the certificate.

BY DIRECTION OF THE COMMISSION:


WILLIAM H. MCGILVERY
Executive Director

* This certificate cancels and supercedes Certificate of Public Convenience and Necessity No. 26 as reissued April 7, 1978, to Airport Limo, Inc.