

ORIGINAL

Decision No. 55722

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application)	
of FARNSWORTH AND RUGGLES, a)	
corporation, for authority to)	Application No. 33329
depart from the rates, rules, and)	(Fifth Supplemental)
regulations of Minimum Rate Tariff)	
No. 2 (formerly Highway Carriers')	
Tariff No. 2), under the provisions)	
of the Highway Carriers' Act.)	

SIXTH SUPPLEMENTAL OPINION AND ORDER

Consolidated Freightways, Inc., successor to Farnsworth and Ruggles, holds city and highway contract carrier permits. It transports iron and steel materials and related articles for Gilmore Steel and Supply Co., Inc., and for two of its affiliates. This service is provided within San Francisco and between San Francisco and points within a 150-mile radius of that city. Prior orders in this proceeding have authorized applicant to deviate from the minimum rates, under Sections 3666 and 4015 of the Public Utilities Code, by applying monthly vehicle unit rates, ordinarily restricted to drayage operations, to both the intracity¹ and intercity service. The authority is scheduled to expire October 27, 1957. Permission is sought to continue to deviate from the minimum rates for a further one-year period. Applicant proposes, however, to increase the rates as set forth in the supplemental application.

The supplemental application shows that, except for increased costs, the conditions which justified deviation from

¹ Decision No. 54638 of March 12, 1957, in Applications Nos. 33329, 36743 and 36823, authorized the substitution of Consolidated Freightways, Inc., for Farnsworth and Ruggles as applicant herein.

the minimum rates still obtain. It also shows that the higher costs will be offset by the proposed increases in the authorized rates. Applicant asserts that operations under those rates may reasonably be expected to be profitable during the ensuing year.

Interested parties have been notified of the filing of the supplemental application. No objection has been offered to its being granted.

In the circumstances, it appears, and the Commission finds, that the proposed rates are reasonable and consistent with the public interest. This is a matter in which a public hearing is not necessary. The supplemental application will be granted, subject to certain conditions and restrictions which will make the application of this authority consistent with the rules and regulations governing minimum monthly vehicle unit rates recently established in Minimum Rate Tariff No. 2. In view of the expiration date of the present authority, the order will be made effective October 27, 1957.

Therefore, good cause appearing,

IT IS HEREBY ORDERED:

(1) That Decision No. 47802 of October 7, 1952, as amended, in this proceeding, be and it is hereby further amended by substituting for Appendix "A" thereof Appendix "A-1" attached hereto and by this reference made a part hereof.

(2) That the expiration date of the authority granted by said Decision No. 47802, as further amended herein, be and it is hereby extended to October 27, 1958, unless sooner changed or further extended by order of the Commission.

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APPENDIX "A-1" TO DECISION NO.
IN FIFTH SUPPLEMENTAL APPLICATION NO. 33329

MONTHLY VEHICLE UNIT RATES FOR APPLICATION TO TRAFFIC
OF GILMORE STEEL & SUPPLY CO., MONARCH STEEL PRODUCTS CO.,
AND GILMORE FABRICATORS, INC.

<u>Capacity of Carrier's Equipment In Pounds</u>	<u>Column 1</u>	<u>Column 2</u>
Over 4,500 but not over 10,500	850	18
Over 10,500	960	22
Tractors and Semi-Trailer	1050	26

Column 1 - Rates per month in dollars per unit of carrier's equipment for service exclusive of service on Saturdays, Sundays and holidays. The rates apply for a maximum of 1,050 miles. For each additional mile of operation per month add rates shown in Column 2.

Column 2 - Rates in cents per mile to be added to the Column 1 rates for each additional mile the unit of carrier's equipment is operated in excess of the maximum mileage allowed thereunder.

Subject to the Following Conditions:

(a) Rates apply within San Francisco and from San Francisco to points within 150 actual miles of said point.

(b) Rates apply 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.

(c) Rates apply for a calendar month or for a period of 30 successive days from the date specified in the written agreement.

(d) Holidays mean New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Admission Day, Thanksgiving Day and Christmas Day.

(e) Rates include 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 \$3.50 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.


(f) For services performed at other than during the hours 8:15 a.m. to 5:15 p.m., a charge equivalent to the additional wages plus 10 percent shall be assessed.

(g) The rates do not include bridge or ferry tolls.

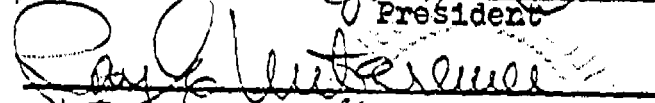
(3) That any transportation performed by applicant as a common carrier of the same commodities between the same points shall be cause for revocation of the authority herein granted.

This order shall become effective October 27, 1957.

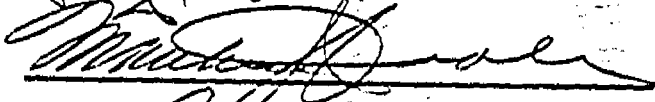
Dated at San Francisco, California, this 22nd day of October, 1957.




Peter E. Mitchell
President




Paul W. Lutes



[unclear]



R. Hardy



E. L. Fox
Commissioners

(h) 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. _____, in Application No. 33329, I hereby elect to have _____

_____ (Identify Transaction) transported by _____ under the rates and

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 _____ 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.

(1) 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 Excessive Hours _____	Rate per Hour _____			
Number of Hours for Helpers _____	Rate per Hour _____			
Other Charges				
Total to Collect				

Certification of Data:

Shipper _____ Carrier _____

By _____ By _____

(j) 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.

(k) 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.