

ORIGINAL

Decision No. 55723

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 depart from the rates, ) | Application No. 36823 |
| rules, and regulations of Minimum Rate )  | (Second Supplemental) |
| Tariff No. 2, under the provisions of )   |                       |
| the Highway Carriers' Act. )              |                       |

SECOND SUPPLEMENTAL OPINION AND ORDER

Consolidated Freightways, Inc., successor to Farnsworth and Ruggles, holds a highway contract carrier permit. It transports property for Pacific Gas and Electric Company between points and places located within a 150-mile radius of San Francisco. Prior orders in this proceeding have authorized applicant to deviate from the minimum rates, under Sections 3666 of the Public Utilities Code, by applying monthly vehicle unit rates to this transportation.<sup>1</sup> The authority is scheduled to expire October 24, 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 the minimum rates still obtain. It also shows that the higher costs will be offset by the proposed increase 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.

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<sup>1</sup> Decision No. 54632 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.

In the circumstances, it appears, and the Commission finds, that the proposed rates are reasonable. This is a matter in which a public hearing is not necessary. The supplement 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 24, 1957.

Therefore, good cause appearing,

IT IS HEREBY ORDERED:


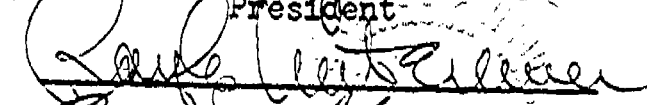

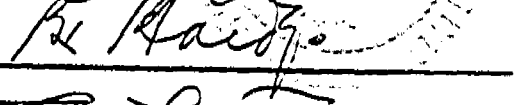
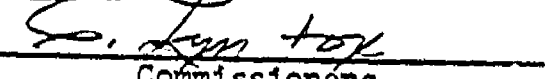
(1) That Decision No. 52030 of October 4, 1955, as amended, in this proceeding, be and it is hereby further amended by the addition of "appendix "A" attached hereto and by this reference made a part hereof.

(2) That the expiration date of the authority granted by said Decision No. 52030, as further amended herein, be and it is hereby extended to October 24, 1958, unless sooner changed or further extended by order of the Commission.

(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 24, 1957.

Dated at San Francisco, California, this 22<sup>nd</sup> day of October, 1957.

  
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President  
  
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\_\_\_\_\_  
  
\_\_\_\_\_  
Commissioners

## IN SECOND SUPPLEMENTAL APPLICATION NO. 36823

MONTHLY VEHICLE UNIT RATES FOR APPLICATION TO TRAFFIC  
OF PACIFIC GAS AND ELECTRIC COMPANY

| <u>Capacity of Carrier's Equipment<br/>In Pounds</u> | <u>Column 1</u> | <u>Column 2</u> |
|--|-----------------|-----------------|
| Over 15,500 but not over 20,500                      | 920             | 21½             |

Column 1 - Rate 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 rate shown in Column 2.

Column 2 - Rate in cents per mile to be added to the Column 1 rate 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 between points and places located within a radius of 150 miles of San Francisco.
- (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.

(b) 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. 36823, I hereby elect to have \_\_\_\_\_

\_\_\_\_\_ (Identify Transaction) transported by \_\_\_\_\_ (Name of Carrier) 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 \_\_\_\_\_ (Name in Full) By \_\_\_\_\_ (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.