

ORIGINAL

Decision No. 59131

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
CONSOLIDATED FREIGHTWAYS, INC., a corpora-)
tion (formerly FARNSWORTH AND RUGGLES), for) Application No. 41470
authority to depart from the rates, rules)
and regulations of Minimum Rate Tariff No.)
2 and City Carriers' Tariff No. 1-A.)

OPINION AND ORDER

Applicant holds radial highway common carrier, highway contract carrier and city carrier permits. Prior orders in Application No. 33329 have authorized it to deviate from the minimum rates, under Sections 3666 and 4015 of the Public Utilities Code, by applying monthly vehicle unit rates to the transportation of iron and steel materials and related articles for Gilmore Steel and Supply Co., Inc., and for two of its affiliates within San Francisco and between San Francisco and points within a 150-mile radius of that city. The authority is scheduled to expire October 27, 1959. Authority is sought to continue to deviate from the minimum rates for a further one-year period.

The monthly vehicle unit rates in Minimum Rate Tariff No. 2 are applicable to points within 125 miles of the base point. The sought authority is required only for service to points over 125 miles but not over 150 miles of the base point.

According to applicant, its experience has been that the rates which have been applied to these services have been adequate to support the costs thereof. Applicant further states that the shippers for whom the services are being provided are considering the use of private carriage for the performance of the transportation services now being provided by applicant under the rate authority herein involved. Pending such conversion of the shippers' operations, applicant desires authority to continue to serve them under the currently authorized rate arrangements.

A copy of the application was served on California Trucking Associations, Inc., and the Draymen's Association of San Francisco on or before September 8, 1959. No objection to its being granted has been received.

In the circumstances, it appears, and the Commission finds, that the proposed rates are reasonable and consistent with the public interest. A public hearing is not necessary. The application will be granted.

Therefore, good cause appearing,

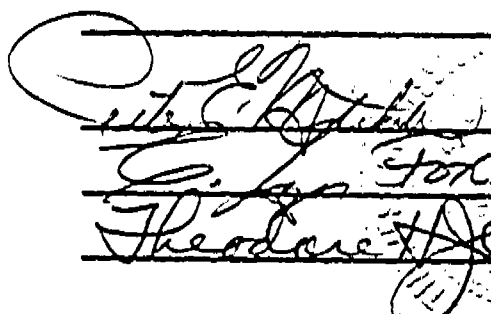
IT IS ORDERED:

(1) That Consolidated Freightways, Inc., is hereby authorized to depart from the provisions of the minimum rate orders otherwise applicable to the services which it performs for Gilmore Steel and Supply Co., Inc., Monarch Steel Products Co. and Gilmore Fabricators, Inc., to the extent specifically provided in Appendix "A", which is attached hereto and by this reference made a part hereof.

(2) That the authority herein granted shall expire October 27, 1960, unless sooner canceled, changed or extended by order of the Commission.

This order shall become effective twenty days after the date hereof.

Dated at San Francisco, California, this 6th day of October, 1959.



President

Theodore J. James

Commissioners

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</u> <u>In Pounds</u>	<u>Column 1</u>	<u>Column 2</u>
Over 10,500	1008	22
Tractors and Semi-Trailer	1102.50	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.

(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. 41470, I hereby elect to have _____

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

_____ (Name of Carrier)
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.

A. 41470-AC.

(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.

(End of Appendix "A")