

**ORIGINAL**

Decision No. 64350

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application of	)	
TRIANGLE TRUCKING CO., a corporation,	)	
for authority to continue to depart	)	
from minimum rates, rules and regula-	)	Application No. 44773
tions applicable in connection with	)	(Filed September 7, 1962)
certain transportation to be performed	)	
for UNION FURNITURE CO., a corporation.	)	

OPINION AND ORDER

Applicant holds highway contract carrier, city carrier and household goods carrier permits. Decision No. 62579, dated September 19, 1961, in Application No. 43518, authorized applicant to transport property within 125 miles of San Francisco for Union Furniture Co. at specified monthly vehicle unit rates and charges which are lower than the rates and charges prescribed as minimum by the Commission.<sup>1</sup> This authority is scheduled to expire October 9, 1962. By this application, authority is sought to continue the current minimum rate deviation for an additional one-year period.

Applicant states that the conditions and circumstances which prevailed at the time of the hearing on the original application still prevail; that the total revenues received for the service under the authorized rates provide applicant with a higher profit margin than the average for its operation as a whole; that the granting of the application will encourage the shipper to continue to utilize for-hire trucking service; and that the granting of this application will not adversely affect any other carrier or the industry as a whole. Cost and revenue data submitted with the application indicate that under the currently authorized rates the operation has been profitable.

The verified application shows that a copy thereof was served upon California Trucking Associations, Inc., on or about September 7, 1962. No objection to its being granted has been received.

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<sup>1</sup> The applicable minimum rates which apply to the property are set forth in Minimum Rate Tariff No. 11-A.

In the circumstances, it appears, and the Commission finds, that the proposed rates and charges as more specifically set forth in Appendix A hereof are reasonable and consistent with the public interest for the transportation involved. A public hearing is not necessary. The application will be granted.

In view of the expiration date of the current authority, the order which follows will be made effective October 9, 1962.

Good cause appearing,

IT IS ORDERED that:

1. Triangle Trucking Co., a corporation, is hereby authorized to transport property for Union Furniture Co., between San Francisco and points within 125 miles thereof at the rates and charges specified in Appendix A attached hereto and by this reference made a part hereof, subject to the conditions and restrictions set forth in said Appendix A, in lieu of the minimum rates otherwise applicable.

2. The authority granted herein shall, on and after October 9, 1962, supersede the authority granted by Decision No. 62579, and shall expire with October 9, 1963.

The effective date of this order shall be October 9, 1962.

Dated at San Francisco, California, this 2nd day of October, 1962.

George T. Trover  
President  
Robert A. B. [unclear]  
Fredrick B. Hlshoff  
Commissioners

MONTHLY VEHICLE UNIT RATE FOR APPLICATION TO  
TRAFFIC OF UNION FURNITURE CO., SAN FRANCISCORates per Month in Dollars per Unit of  
Carrier's Equipment

<u>Capacity of Carrier's Equipment (in Pounds)</u>	<u>Base Rate</u>
Over 4,500 but not over 10,500	\$1,460.00

Subject to the following conditions:

(a) Rate applies for a maximum mileage of 1,050 miles and is limited to 8 hours out of each 9 consecutive hours per day. For operations in excess of these limitations, a charge of 20 cents per mile shall be made for each additional mile of operation per month and of \$7.025 per hour for each additional hour per day.

(b) Rate applies only from San Francisco and is limited to 125 actual miles from said point.

(c) Rate applies 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.

(d) Rate applies for a calendar month or for a period of 30 successive days from the date specified in the written agreement.

(e) Rate applies for the exclusive use of the equipment for the period specified herein except on Saturdays, Sundays and Holidays enjoyed by members of Teamsters Local 85, New Furniture Classification.

(f) Rate includes the service of a driver only and the necessary pads and dollies but does not include any bridge tolls.

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 \$5.75 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.

(g) 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 substantially the following form:

Date \_\_\_\_\_

In accordance with the provisions of Decision No. \_\_\_\_\_, in Application No. 44773, 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.

(h) 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 hours for helpers _____		Rate per Hour _____		
		Other Charges _____		
				Total to Collect _____

Certification of Data:

Shipper \_\_\_\_\_ Carrier \_\_\_\_\_  
 By \_\_\_\_\_ By \_\_\_\_\_

(i) 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, it shall within the aforementioned 20-day period notify the carrier of the exceptions taken to the charges.

(j) The original of 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.