

**ORIGINAL**

Decision No. 64444

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of Consolidated Freightways)	
Corporation of Delaware, a corporation,)	
for authority to depart from the rates,)	Application No. 44734
rules and regulations of Minimum Rate )	(Filed August 27, 1962)
Tariff No. 2 under the provisions of )	
the Highway Carriers' Act. )	

OPINION AND ORDER

Applicant operates as a radial highway common, highway contract and city carrier. By Decision No. 62661 dated October 10, 1961, in Application No. 43712, applicant was authorized to apply monthly vehicle unit rates for the transportation of property for Pacific Gas and Electric Company within a 150-mile radius of San Francisco. Within the area herein involved, applicant operates only as a permitted carrier. The authority is scheduled to expire October 24, 1962. By this application extension of the current authority is sought.

Applicant states that it will observe the highest level of unit rates prescribed in Minimum Rate Tariff No. 2; and that it will depart from such unit rates only to the extent that service provided thereunder will be performed within a 150-mile radius of the base point instead of within 125 miles thereof as prescribed in Paragraph (b) of Item No. 760 series of the aforementioned tariff.<sup>1</sup>

---

<sup>1</sup> The highest rates set forth in Minimum Rate Tariff No. 2 for the transportation involved are \$1,155 per month per unit of equipment with a maximum capacity of 20,000 pounds; 24 cents per mile for the excessive miles operated under the aforesaid vehicle unit rate, and \$5.75 per man per hour for additional help. Applicant also departs from these unit rates to the extent that they will apply to units of equipment with a maximum capacity of 20,500 pounds.

Applicant alleges that the shipper, Pacific Gas and Electric Company, has requested that the present deviation be continued; that the extension of the deviation herein sought provides the shipper with a valuable and necessary service; and that the service makes a valuable contribution to the carrier's over-all revenue while allowing extraordinarily efficient utilization of equipment. Applicant avers that its experience over the past several years has proved the revenues received under the presently authorized deviation to be fully compensatory.

The verified application shows that a copy thereof was served on California Trucking Associations, Inc., and the Draymen's Association of San Francisco on or about August 24, 1962. No objection to the granting of the application has been received.

In the circumstances, it appears, and the Commission finds that the charges, rules and regulations authorized by the order herein are reasonable for the transportation involved. A public hearing is not necessary. The application will be granted. However, as the conditions surrounding the transportation may change, the extension will be limited to one year.

In view of the expiration date of the current authority, the order which follows will be made effective October 24, 1962.

Good cause appearing,

IT IS ORDERED that:

1. Consolidated Freightways Corporation of Delaware is hereby authorized to depart from the provisions of the minimum rate orders otherwise applicable to the services which it performs for Pacific Gas and Electric Company to the extent specifically provided in Appendix A, which is attached hereto and by this reference made a part hereof.

A. 44734 - ac

2. The authority granted herein shall, on and after October 24, 1962, supersede the authority granted by Decision No. 62661 and shall expire with October 24, 1963.

The effective date of this order shall be October 24, 1962.

Dated at San Francisco, California, this 23<sup>rd</sup> day of October, 1962.

George G. Grover  
President

Carl S. Kitchell

S. J. [unclear]

Arnold [unclear]

Fredrick B. Hillhoff  
Commissioners

## APPENDIX A TO DECISION NO. \_\_\_\_\_

MONTHLY VEHICLE UNIT RATES AUTHORIZED CONSOLIDATED FREIGHT-  
WAYS CORPORATION OF DELAWARE FOR APPLICATION TO  
TRAFFIC OF PACIFIC GAS AND ELECTRIC COMPANY

<u>Capacity of Carrier's Equipment In Pounds</u>	<u>Column 1</u>	<u>Column 2</u>
Over 15,500 but not over 20,500	1155	24

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.

Rates Shown Above Are 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 \$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.

(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.

(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. C1111, I hereby elect to have \_\_\_\_\_

transported by \_\_\_\_\_ (Identify Transaction) 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 _____				
Number of Excessive Miles _____				
Number of Excessive Hours _____				
Number of Hours for Helpers _____				
			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)