

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between)

UIIA MC,)
Appellant, and)

UIIA EP,)
Respondent)

Case Number: **20190212-4-XXXX-PD**

Date of Decision: 05/09/2019

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	190000177367P	TCLU5663869	1/23/19	Garden City Terminal	11/20/18	12/6/18	1/23/19	1/24/19	2/5/19	2/12/19
2	190000177369P	MEDUSA025684	1/23/19	Garden City Terminal	11/19/18	12/3/18	1/23/19	1/24/19	2/5/19	

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Exhibit B of the UIIA. The Motor Carrier stated that the two containers involved were import containers that were street turned within its contracted free time with the Equipment Provider to be loaded for an export booking. However, the Motor Carrier states that when the containers were being loaded, the floor broke due to faulty equipment. The inspections were complete on the container before loading and the Motor Carrier indicates that it could not have foreseen the floor breaking. Therefore, because of the faulty equipment the Motor Carrier feels that the containers should be treated as any other empty faulty container and no charges should be applicable once the empty is returned to the terminal.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim by referring to their addendum to the UIIA, Section 2: Lost, Stolen or Destroyed Equipment. The Equipment Provider uses Section 2 of their addendum as part of their process on stopping the per diem clock on damaged equipment. The Equipment Provider stated that as soon as they are notified in writing of any damage to a container they stop the per diem clock that same day. Therefore, the Equipment Provider feels that the invoices are valid and should stand.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier. The Motor Carrier panel member noted the Motor Carrier's argument that the Equipment Provider is responsible for the flooring damage pursuant to Exhibit B of the UIIA is accurate. The Equipment Provider cited Section 2: Lost, Stolen Or Destroyed Equipment to their Addendum as a basis for their claim. Since this was a flooring repair, this section would not apply. Therefore, it is reasonable to assume that the Motor Carrier should not be penalized due to damage that is the responsibility of the Equipment Provider.

The Ocean Carrier panel member agreed with the finding stating that floor damage caused from a forklift or other internal force would not fall under the Motor Carrier's responsibility.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (October 1, 2018) to make its decision:

Exhibit B to UIIA, Provider Responsibility, (added to UIIA on 07/25/07, Last Revised 10/01/18)

Axles
Batteries, broken
Battery box covers
Brake adjustments on trailers or chassis (1)
Brake and brake component repairs (2)
Container or Closed Trailer, roof bows
Container or Trailer, caulking/sealing of existing patches & seams
Container or Trailer, interior lining and interior posts
Container securement device handles
Conspicuity treatment
Dolly axle, wheels and sand shoes
Dolly crank handle, replacement
Door locking bar handles and tie-backs
Electrical connector socket, cleaning, adjustment and replacement
Fasteners, component, bolts, rivets, welds
Floor or decking (3)
Gladhands, replacement or repair
Hub assembly due to insufficient lubrication
Inspections, FMCSA and BIT
Landing gear, interior components and operating cross shaft
Lift pads
Lights
Manifest box

Markings, initial and number
Mud flaps and brackets
Refrigeration/Heating unit repairs including cabinet doors
Registration papers, application
Roll-up doors
Safety latches
Side doors
Sign boards
Sliding Tandem removable locking bars
Tank container components
Tires and Tubes, renewals, repairs or replacement
Trailer/Chassis locking assemblies
Trailer crossmembers, Damage (4)
Vehicle license plates, application

- (1) Not equipped with automatic slack adjusters
- (2) Except servicing due to accumulation of ice and snow
- (3) Damage caused during cargo loading/unloading operations excluded from Motor Carrier responsibility.
- (4) Damage to the first three crossmembers located behind the grid section of trailers not originally equipped with grid extension plate.

A repair made to any item listed in Exhibit B is the responsibility of the Provider unless the repair made is a result of damage that occurred during the Interchange Period.

Equipment Providers Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

2. LOST, STOLEN OR DESTROYED EQUIPMENT

Settlement for lost or stolen or destroyed equipment shall be depreciated replacement value as stated in settlement for lost, Section E.2.a. and E.2.b. of the UIIA Uniform Intermodal Interchange and Facilities Access Agreement.

Motor Carrier will immediately notify Provider of any Loss, Stolen or Destroyed Equipment. Until such notice is received in writing, along with the appropriate documents (i.e. police reports), use charges shall continue to accrue. Once Equipment Provider invoices Motor Carrier for such equipment, settlement will be made within thirty days. After thirty days, if settlement has not been accomplished, use charges will resume retroactive to date of notification by the Motor Carrier of the loss.

DECISION: The panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Member

TIM AMES
Ocean Carrier Member