

**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: **20210423-26-XXXF-PD**

Date of Decision: 08/09/2021

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	DT0263645*	SEGU5317954	03/07/2021	USJAX/USJAX	11/23/20	02/25/21	03/07/2021	03/27/21	04/21/21	04/23/2021
2	DT0263642	TCNU1977827	03/07/2021	USJAX/USJAX	12/01/20	02/25/21	03/07/2021	03/27/21	04/21/21	
3	DT0263647	YMMU1213081	03/07/2021	USJAX/USJAX	01/07/21	02/25/21	03/07/2021	03/27/21	04/21/21	

*Invoice 1: Only one container move under dispute. (Container SEGU5317954)

MOTOR CARRIER'S DISPUTE

In accordance with Exhibit D of the UIIA, the Motor Carrier is submitting the disputed charges for arbitration. The basis of the Motor Carrier's claim is that they believe the charges billed by the Equipment Provider are extremely excessive. The Motor Carrier disputed the charges with the Equipment Provider asking for an invoice reduction, due to an issue they've had with a terminated dispatcher where they took their trucks with the Equipment Provider's containers on them when they left the Motor Carrier's company. Sometime in February, the container showed up in the yard of one of the Motor Carrier's agents and the Motor Carrier advised the agent to ingate the containers immediately. The Motevanor Carrier disputed the charges with the Equipment Provider and under the circumstances requested a reduction in the charges. Unfortunately, the parties were unable to reach a compromise related to the disputed charges. Consequently, the Motor Carrier is asking the binding arbitration panel to review the evidence presented in the case and reduce the excessive charges billed even if the panel finds the Motor Carrier at fault.

EQUIPMENT PROVIDER'S RESPONSE

The Equipment Provider did not respond to the claim but did respond to the Motor Carrier's initial request for a reduction in the invoice amounts, stating that their per diem team has no authority to waive or discount the charges. The Equipment Provider also stated that according to the UIIA, the trucker needs to provide

documentation supporting their dispute of the per diem invoices. The Motor Carrier was requested by the EP to provide sufficient documentation supporting its dispute of the charges and asked for the Motor Carrier to provide them with sufficient backup documentation or suggested that the Motor Carrier have its customer contact the EP sales representative for assistance.

DISCUSSION

After careful review of all documents and evidence submitted by the parties, the two modal members that originally reviewed the claim were unable to reach a consensus in the case. The Ocean Carrier panel member indicated that it is the Motor Carrier’s responsibility to return the equipment once interchanged and that the notification of outstanding interchanged equipment required under Section E.1.f. states it is provided as information and does not relieve the parties of their respective obligations under the UIIA. Consequently, the Ocean Carrier panel member believes the invoice is valid and the Motor Carrier should be responsible for the full amount of the charges. The Motor Carrier panel member noted that while the monthly outstanding interchanged equipment notification does not relieve the Motor Carrier of its interchange privileges, the requirement was implemented as a means to ensure equipment is returned in a timely manner and avoid excessive per diem bills. The Motor Carrier panel member believes the Motor Carrier’s financial responsibility in this case should be limited to what would have been exposed had the EP provided the required monthly update of outstanding interchanged equipment in accordance with Section E.1.f.

In accordance with Exhibit D, Item D.3. of the UIIA, when the two modal arbitration panel members are unable to reach a consensus on the case decision, the claim is forwarded to the senior arbitration panel to make the final determination in the case. Upon initial review of the case, the senior arbitration panel first noted that based on the circumstances that the two parties involved in this claim should have been able to work together towards a reasonable resolution in this matter without having to revert to submitting the claim for arbitration. Unfortunately, since the parties were unable to do so, the senior panel considered the following factors before rendering its decision in this case.

The senior panel members agreed that both parties shared a portion of fault in the circumstances that led to this dispute. If the Equipment Provider had furnished the notification of outstanding interchanged equipment as required under Section E.1.f., it may have expedited the Motor Carrier becoming aware of the missing equipment sooner and the equipment being returned earlier. The Motor Carrier should have had a better internal process to identify the containers as missing, which would have allowed them to notify the Equipment Provider sooner and report the units as being stolen to avoid the large per diem charges that were incurred. Based on the circumstances surrounding this case, the senior arbitration panel determined that the Motor Carrier should be held responsible for \$00.00 of the total \$00.00 charges billed by the Equipment Provider. The below shows the calculation of how the senior arbitration determined the Motor Carrier’s responsibility in this case and takes into consideration the free time provided, limits the per diem responsibility to thirty (30) days plus an additional fifteen (15) days of per diem at the rate of \$00 a day per unit for the Motor Carrier not notifying the Equipment Provider sooner of the missing units:

DRP Case : 20210423-26-EDFF-PD			
Invoice 1	Days	Rate	Total
SEGU5317954	5 days	\$0.00	\$0.00
(10 days free)	5 days	\$0.00	\$0.00
	10 days	\$0.00	\$0.00
(Addl Per Diem Charges)	15 days	\$0.00	\$0.00
Total Owed	45 days		\$00.00

Invoice 2	Days	Rate	Total
TCNU1977827	20 days	\$0.00	\$00.00
(10 days free)			
(Addl. Per Diem Charges)	15 days	\$0.00	\$00.00

Total Owed 35 days \$000.00

Invoice 3	Days	Rate	Total
YMMU1213081	5 days	\$0	\$0.00
(4 working days free)	5 days	\$0	\$0.00
	16 days	\$0	\$0.00
(Addl Per Diem Charges)	15 days	\$0	\$0.00

Total Owed 41 days \$00.00

Total MC Responsibility \$00.00

It was the consensus of the senior arbitration panel that the above is a fair and equitable way to resolve the dispute for both parties based on the supporting documentation presented and the specific circumstances surrounding the case.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The senior arbitration panel relied upon the following provision to make its decision:

Section E.1. Equipment Return, Item E.1.f.

Provider will notify the Motor Carrier electronically, at least once a month, of any outstanding Equipment that is shown on the Provider’s books as being interchanged under the Motor Carrier’s SCAC. Notice will be provided in a data file format and include equipment identification number and date of Interchange. Notice is provided for information only; errors or omissions in the content do not relieve the Parties of their respective Interchange obligations.

Exhibit D – Binding Arbitration Guidelines, Item D.10.

The arbitration panel will have 45 days from the date the information and arguments submitted by the Parties are sent by IANA to render a written decision indicating the basis for its conclusions. Arbitrators have broad discretion, and their findings will address the validity of the claims and the Party responsible for payment or satisfaction thereof. The determinations are to be based solely on the specific facts and circumstances associated with the claim, the documentation provided by the Parties, the rules in the UIIA and the rules and charges in the Provider’s Addendum.

DECISION: The senior arbitration panel unanimously renders a split decision in this case with the Motor Carrier being responsible for \$00.00 of the total \$00.00 charges billed by the Equipment Provider.

Case Initially Reviewed by Modal Arbitration Panel

Ben Banks, Motor Carrier Panel Member

Tom Barattini, Ocean Carrier Panel Member

Case Reviewed and Decided by the Senior Arbitration Panel

Kevin Lhotak, Senior Motor Carrier Panel Member

Al Smeraldo, Senior Ocean Carrier Panel Member

Bill Traub, Senior Rail Carrier Panel Member