

**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: **20220809-3-XXXN-PD**

Date of Decision: 01/30/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

	Invoice Number	Unit #	Invoice Date	Facility	Outgated	Ingated	Date MC Rec'd Invoice	Date MC Disputed Invoice	Date EP Responded only confirmed receipt of dispute	Date Notice of Intent Received
1	H238164B	CFQU888189/ TSFZ536761	6/30/2022	Fairburn CSX/Atlanta	5/24/2022	5/26/2022	7/6/2022	7/15/2022	7/27/2022	8/9/2022
2	H238169B	CFQU217614/ NSFZ131960	6/30/2022	Fairburn CSX/Atlanta	5/18/2022	5/19/2022	7/6/2022	7/15/2022	7/27/2022	8/9/2022

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute regarding two repair invoices on Sections D.2.a. and D.3.e. of the UIIA. The Motor Carrier's dispute and basis for arbitration for each invoice is as follows:

Invoice H238164B

The Motor Carrier states that it was billed for an expired FMCSA inspection and damage to four tires that were not notated on the ingate EIR but are notated on the CGI as "worn". The Motor Carrier further states that no damage to the unit was notated on the ingate EIR on May 26, 2022. The Motor Carrier believes that all of these items are wear and tear issues that are not the Motor Carrier's responsibility in accordance with Section D.3.e. and Exhibit B of the UIIA.

Invoice H238169B

The Motor Carrier states that it was billed for an expired FMCSA inspection, landing gear, sand shoe repair, and two tires that are not noted on the ingate EIR but were notated on the ConGlobal estimate as "worn". The Motor Carrier is disputing a partial amount of this invoice in the amount of \$00.00. The Motor Carrier states that it accepts responsibility for the RIR tire damage that was noted on the ingate EIR documentation. The repair costs for the RIR tire damage totaled \$00.00 (\$00.00+ \$00.00itemized damage listed on the repair invoice). The Motor Carrier believes all other items on the invoice are the Equipment Provider's responsibility based on the fact that the FMCSA and worn tires should be considered wear and tear, and the sand shoe damage is not notated on the ingate EIR. Therefore, the Motor Carrier believes it is only responsible for \$00.00 of the invoice based on Section D.3.e. and Exhibit B of the UIIA.

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

The Equipment Provider did not respond to the binding arbitration claim, but did respond to the Motor Carrier's initial dispute of the charges on the two invoices as follows:

The Equipment Provider responded to the Motor Carrier's initial dispute of both invoices Nos. H238164B and H238169B. The Equipment Provider states that the issue regarding both invoices is that both units were terminated with an expired FMCSA inspection and in order to bring the units back into FMCSA compliance, the tires needed to be replaced. Since each unit was terminated with the expired FMCSA inspection, the Equipment Provider states that any and all costs associated to bring each unit back into compliance is the responsibility of the Motor Carrier. The Equipment Provider's position is that it considers an FMCSA tag not to be a good-ordered unit. To place a unit in a bad ordered status requires the Motor Carrier to terminate equipment in good-ordered status at the Equipment Provider's facilities.

The Equipment Provider states that with respect to Invoice H238169B only, it did not mention the repair related to the landing gear and sand shoe repair. Those repairs were not in the Equipment Provider's response nor in the Motor Carrier's initial dispute of the charges based on the documentation provided.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based on the supporting documents and evidence submitted, there is no evidence or comments on the ingate EIR's to both units noting that the equipment was terminated in a condition, other than normal wear and tear.

Specifically, the equipment referenced in invoice H238164B was ingated with no damage. The equipment referenced in invoice H238169B was ingated with damage noted only to the RIR tire. The Motor Carrier references Section D.2.a. of the UIIA and agreed to pay \$00.00 for the RIR tire damage noted. The amount of damage to the RIR tire being \$00.00 for the tire, \$00.00 for labor, and \$00.00 for an administrative fee as noted in the detailed breakdown of the charges.

Section D.2.a. of the UIIA states:

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

The Equipment Provider contends that the equipment must be ingated in good order, and an expired FMCSA inspection is not considered good order. Therefore, the Equipment Provider believes the Motor Carrier must pay for the inspection as well as any repairs that were made as a result of the inspection.

Exhibit B of the UIIA explicitly puts the responsibility for FMCSA inspections on the Equipment Provider. The Equipment Provider's demand that the Motor Carrier pay for an FMCSA inspection as well as damage not noted on the ingate of the units violates both Sections D.2.a., D.3.e., and Exhibit B of the UIIA.

The panel concurs on the submitted evidence and finds in favor of the Motor Carrier in this dispute. Invoice H238164B is denied in full and invoice H238169B is reduced to \$00.00.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.3. Equipment Condition, Item D.3.e.

Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

- 1) The responsibility for the repair and/or replacement of Equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**
- 2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$00 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$00 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

Exhibit B to UIIA – Inspections, FMCSA and BIT

DECISION:

The panel unanimously finds in favor of the Motor Carrier. The Equipment Provider's Invoice H238164B is denied in full. The Motor Carrier is responsible for \$00.00 of Invoice H238169B for repair of the RIR tire damage - \$00.00 for the tire, \$00.00 for labor, and \$00.00 for an administrative fee as detailed on the invoice.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

RONNIE ARMSTRONG
Ocean Carrier Panel Member