

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090316-1-XXXF-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	April 20, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) on four separate invoices for single “flat spot” tires after the equipment was terminated at Lanport in Atlanta, GA.

Invoice 134092077A for \$00.00 indicated flat spots on the left front inside tire. The outgate from NS Austell indicated no damage. The notation on the ingate at Lanport Atlanta was unclear and did not spell out flat spot as was done on the other inspections.

Invoice 134092112A for \$00.00 indicated flat spots on the right rear outside tire. The outgate from NS Austell indicated no damage. The notation on the ingate at Lanport Atlanta indicated “flat spot” on RO Rear.

Invoice 134092218A for \$00.00 indicated flat spots on left front outside and cut on left rear outside. The outgate from CSX Fairburn indicated no damage. The notation on the ingate at Lanport Atlanta indicated LO Front “flat spot” and LO Rear “cut”.

Invoice 134092220A for \$00.00 indicated flat spots on right front outside tire. The outgate from Lanport Atlanta indicated “flat spot” RO Front. The ingate at Lanport Atlanta indicated “flat spot” RO Front and “worn” LI Rear.

BASIS OF CLAIM: MC asserts that if the flat spots were caused by driver abuse and not simply normal wear and tear both tires on the same axle would be flat spotted.

DISCUSSION: The correct notation for tires that have been damaged by motor carriers from Exhibit C of the UIIA is “Slid Flat” not “Flat Spot”. This is significant because the term “Slid Flat” requires the removal of 4/32nds of rubber. There is no similar definition for “flat spot”. A flat spot could be the result of uneven tread wear which is not the responsibility of the motor carrier. The burden of proof is on the EP.

Although the pictures included with the case were not identified as to which invoice they belonged, it was clear from the pictures that the flat spot was only on one tire on the axle. The pictures provided clear evidence that the damage was caused by something other than driver abuse.

For a cut to a tire to be considered damage caused by the motor carrier, the tire must have body ply or belt material exposed through the tread or sidewall as described in Exhibit C of the UIIA.

DECISION: Invoice 134092077A the panel unanimously finds in favor of the MC. EP failed to clearly notate the damage on the ingate. Also invoice is for “flat spot” not “Slid Flat”, which is not billable damage under the terms and conditions of the UIIA (Exhibit C and Section D.3.d.(3)). EP must credit invoice in the amount of \$00.00.

Invoice 134092112A the panel unanimously finds in favor of the MC. Invoice is for “flat spot” not “Slid Flat”, which is not billable damage under the terms and conditions of the UIIA (Exhibit C and Section D.3.d.(3)). EP must credit invoice in the amount of \$00.00.

Invoice 134092218A the panel unanimously finds in favor of the MC. Invoice is for “flat spot” not “Slid Flat”, which is not billable damage under the terms and conditions of the UIIA (Exhibit C and Section D.3.d.(3)). Additionally notation of “cut” is not responsibility of MC. EP must credit invoice in the amount of \$00.00.

Invoice 134092220A the panel unanimously finds in favor of the MC. Invoice is for “flat spot” not “Slid Flat”, which is not billable damage under the terms and conditions of the UIIA (Exhibit C and Section D.3.d.(3)). EP must credit invoice in the amount of \$00.00.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090316-2-XXXN-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	May 4, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: SACP on behalf of Equipment Provider (EP) invoiced Motor Carrier (MC) on twelve separate invoices for single “flat spot” tires after the equipment was terminated at Lanport in Atlanta, GA. One invoice also included the repair cost for a bent bolster.

Invoice 134092119A for \$00.00 indicated flat spots on the right front inside tire and bent left front bolster. The outgate from CSX Fairburn on 1-16-09 at 10:28 indicated no damage. The notation on the ingate at Lanport Atlanta on 1-16-09 indicated “bent left frame by twist lock and right inside front tire flat spot”.

Invoice 134092112A for \$00.00 indicated flat spots on the left rear outside tire. The outgate from GPA Savannah on 9-17-08 at 10:03 indicated no damage. The notation on the ingate at Lanport Atlanta on 9-24-08 indicated “LRI cap separating in tread and LRO flat spot”.

Invoice 134091189A for \$00.00 indicated flat spots on right front outside. The outgate from GPA Savannah on 8-29-08 at 11:26 indicated no damage. The notation on the ingate at Lanport Atlanta on 9-03-08 indicated “RFO flat spot”.

Invoice 134091099A for \$00.00 indicated flat spots on right front outside tire. The outgate from CSX Fairburn on 12-04-08 at 09:49 indicated no damage. The ingate at Lanport Atlanta on 12-04-08 indicated “left outside rear tire worn, right outside front tire flat spot, right side middle of chassis marker light out”.

Invoice 134091111A for \$00.00 indicated flat spots on left rear outside tire. The outgate from CSX Fairburn on 12-04-08 at 05:56 indicated no defects. The ingate at Lanport Atlanta on 12-04 indicated “left outside rear tire flat spot, right outside front tire uneven wear”.

Invoice 134091123A for \$00.00 indicated flat spots on left rear inside tire. The outgate from CSX Fairburn on 12-15-08 at 05:15 indicated no damage. The ingate from Lanport Atlanta on 12-15-08 indicated "left inside rear tire flat spot".

Invoice 134091128A for \$00.00 indicated flat spots on right rear outside tire. The outgate from Hartsfield Warehouse Atlanta on 12-15-08 indicated no damage. The ingate from Lanport Atlanta indicated "right outside rear tire flat spot".

Invoice 134092081A for \$00.00 indicated flat spots on left front inside tire. The outgate from CSX Fairburn on 12-28-08 at 18:17 indicated no damage. The ingate at Lanport Atlanta on 1-06-09 indicated "left inside front tire flat spot".

Invoice 134092122A for \$00.00 indicated flat spots on left rear inside tire. The outgate from CSX Fairburn on 1-20-09 at 05:56 indicated no damage. The ingate from Lanport Atlanta on 1-20-09 indicated "left inside rear tire flat spot".

Invoice 134092124A for \$00.00 indicated flat spots on left rear inside tire. The outgate from CSX Fairburn on 1-22-09 at 06:47 indicated no damage. The ingate from Lanport Atlanta on 1-22-09 indicated "left inside rear tire flat spot, rear left marker light out, taglight out, right taillights out".

Invoice 134092145A for \$00.00 indicated flat spots on left front outside tire. The outgate from CSX Fairburn on 1-17-09 at 15:13 indicated no damage. The ingate at Lanport Atlanta on 1-23-09 indicated "left outside front tire flat spot, rear left marker light out, 1 rear marker light out, taglight out, front right rim missing 1 wheel lug".

Invoice 134092225A for \$00.00 indicated flat spots on right front inside. The outgate from Lanport Atlanta on 12-06-08 indicated "RO front flat spot". The ingate from Lanport Atlanta on 1-21-09 indicated "left inside rear tire worn, taglight out, right outside front tire flat spot". Gate receipts are for chassis TAXZ 190510 while invoice is for chassis HDMZ 204152.

BASIS OF CLAIM: MC asserts that if the flat spots were caused by driver abuse and not simply normal wear and tear both tires on the same axle would be flat spotted.

DISCUSSION: The correct notation for tires that have been damaged by motor carriers from Exhibit C of the UIIA is "Slid Flat" not "Flat Spot". This is significant because the term "Slid Flat" requires the removal of 4/32nds of rubber. There is no similar definition for "flat spot". A flat spot could be the result of uneven tread wear which is not the responsibility of the motor carrier. The burden of proof is on the EP.

SACP invoiced MC on behalf of EP. No proof was provided work was completed by Lanport and payment was made by SACP. The notation of flat spot on the outgate from Lanport raises question as to whether flat spots noted on ingate are being repaired. There were no measurements of differentials in the 32nds to confirm tires met the definition of skid flat. There were no pictures provided.

There was no proof that the bolster was bent enough to impair the proper operation or function of the unit as required in Exhibit C of the UIIA.

DECISION: The panel unanimously finds in favor of the MC for all twelve invoices. EP is not entitled to receive reimbursement for these single flat spot tires or the bent bolster since damage billed was not in accordance with the terms and conditions of Exhibit C of the UIIA.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090316-3-EDFF-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	May 5, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Motor Carrier (MC) received loaded import container from Equipment Provider (EP) at CSX Fairburn at 09:14 on 8-18-08. The outbound TIR reported no damage.

MC returned empty container to EP at Con Global Industries on 8-19-08. The inbound TIR reported "ROF slick spot".

SACP invoiced MC for the repair. Invoice EAP001 134089404A indicated charges for "right front outside flat spots on tire". EP provided proof Con Global was paid for the repair.

BASIS OF APPEAL: MC asserts that if the flat spots were caused by driver abuse and not simply normal wear and tear both tires on the same axle would be flat spotted.

DISCUSSION: The correct notation for tires that have been damaged by motor carriers from Exhibit C of the UIIA is "Slid Flat" not "slick/flat spot". This is significant because the term "Slid Flat" requires the removal of 4/32nds of rubber. There is no similar definition for "slick/flat spot". A slick/flat spot could be the result of uneven tread wear which is not the responsibility of the motor carrier. The burden of proof is on the EP.

There were no measurements of differentials in the 32nds to confirm tires met the definition of skid flat. There were no pictures provided.

DECISION: We find in favor of MC. Invoice is for "flat spot" not "Slid Flat", which is not billable damage under the terms and conditions of the UIIA (Exhibit C and Section D.3.d.(3)).

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090316-4-XXXX-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	May 5, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) on three separate invoices for single “flat spot” tires after the equipment was terminated at Lanport in Atlanta, GA.

Invoice 13408A424A dated 10-24-08 indicated “flat spots on right rear inside tire”. The outbound TIR from CSX Fairburn at 13:50 on 9-17-08 reported no damage. The inbound TIR at Lanport Atlanta reported “LF pin handle missing, 1 RC marker light out, RRI flat spot, R sand shoe bent”.

Invoice 134092079A dated 2-12-09 indicated “flat spots on the right front inside tire”. The outbound TIR from CSX Fairburn reported no damage. The inbound TIR at Lanport Atlanta reported “right inside front tire flat spot”.

Invoice 134092104A dated 2-23-09 indicated “flat spots on left front inside tire”. The outbound TIR from CSX Fairburn reported no damage. The inbound TIR at Lanport Atlanta reported “LI Front flat spot”.

BASIS OF CLAIM: MC asserts that if the flat spots were caused by driver abuse and not simply normal wear and tear both tires on the same axle would be flat spotted.

DISCUSSION: The correct notation for tires that have been damaged by motor carriers from Exhibit C of the UIIA is “Slid Flat” not “Flat Spot”. This is significant because the term “Slid Flat” requires the removal of 4/32nds of rubber. There is no similar definition for “flat spot”. A flat spot could be the result of uneven tread wear which is not the responsibility of the motor carrier. The burden of proof is on the EP.

SACP invoiced MC on behalf of EP. No proof was provided work was completed by Lanport and payment was made by SACP. There were no measurements of differentials in the 32nds to confirm tires met the definition of skid flat. There were no pictures provided.

DECISION: The panel unanimously finds in favor of the MC for all three invoices. EP is not entitled to receive reimbursement for these single flat spot tires since damage billed is not in accordance with Exhibit C of the UIIA.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090317-1-XXXC-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	May 4, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Motor Carrier (MC) interchanged a sealed container belonging to Equipment Provider (EP) from UP Global 1 Chicago at 07:15 on 10-24-08.

The outbound TIR reports “Damage will not be reported on ingate or outgate receipts. Defects will be captured on recorded images”. A hand written notation records “container damage L/S front and center nose bent”.

MC returned the container empty to EP’s CY CUB McCook 10-28-08 which resulted in the following inspection remarks ...” L/S/F panel wrinkled (flex cracks), LOF skid flat, LOR skid flat, RIF skid flat, ROF skid flat, RIR skid flat”.

EP issued a Repair Invoice for LOF tire slid flat.

BASIS OF CLAIM: MC asserts that MC should not be responsible for damage to a single skid flat tire on a dual set, AGS would not provide evidence of pre-existing conditions and driver would not be required to report a tire with more the 2/32nds of tread, no tread depth was recorded on ingate, repairs were performed more than 3 weeks later, and MC was denied records of tread depth at time of actual repair.

DISCUSSION: While the LIF tire was not written up as being skid flat on the ingate inspection, 5 tires were written up with skid flat damage at the time of the ingate. This is not a case of a single skid flat tire. Based on the fact that EP only invoiced MC for one skid flat tire, it is evident that the EP determined only one tire had 4/32nds or more of tread differential. Otherwise EP would have invoiced MC for the other four tires.

DECISION: The panel unanimously finds in favor of the EP. MC is responsible for the charges.

DAVID MANNING
Motor Carrier Member

BEN SHELTON
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090317-1-XXXS-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	May 4, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Motor Carrier (MC) interchanged a sealed container belonging to Equipment Provider (EP) from the UP Global 1 Terminal in Chicago, IL at 14:59 on 4-23-08.

The outbound TIR reported “Damage will not be reported on ingate or outgate receipts. Defects will be captured on recorded images.”

MC returned the container empty to Pacer Stracktrain Terminal MJ1 on 4-29-08 which resulted in the following inspection remarks ...” ROR tire balding, ROF tire skid flat, RIF tire skid flat and cut torn, LR weld broken, and brake check.”

EP issued a repair invoice to MC for replacing RIF tire due to slid flat.

BASIS OF CLAIM: MC asserts that driver should not be responsible for only one tire on a set of duals skid flat, AGS outgate would not provide evidence of pre-existing condition if tire was serviceable holding proper pressure and flat spot did not reduce tread depth to 2/32nd or less driver would not take unit to the shop since it would be DOT legal, no tread depths indicated at ingate, “brake check” indicated on ingate seems to indicate a deficient brake system, repairs were performed five weeks later and tires could have sustained additional damage during that period, and 60 days transpired before initial response to dispute was received by MC.

DISCUSSION: EP stated chassis remained in the yard from ingate to the date of repair and did not move.

Additional repair invoice submitted by EP indicated the following repairs were made: “ROF and ROR replaced due to flat tire; LOR, LIR, and RIF replaced due to slid flat; and RR and RF wheel studs and nut Dayton drill out”. This highlights a significant discrepancy between the ingate notations and the reasons recorded for the repairs. EP inspection report showed anti-lock breaking system defective.

DECISION: Based on the facts there was a recorded brake issue the MC should not be held responsible for the skid flat.

The panel unanimously finds in favor of the MC. EP shall not be entitled to recover the charges on Invoice MR208080490.

DAVID MANNING
Motor Carrier Member

BEN SHELTON
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
)	
UIIA Motor Carrier	)	Case: 20090417-1-XXXL-MR-TRSF
Appellant, and)	
	)	DECISION
UIIA Equipment Provider	)	June 3, 2009
Respondent.)	

FACTS: Newport Systems on behalf of Equipment Provider (EP) invoiced Motor Carrier (MC) on two separate invoices for “flat spot” tires after the equipment was terminated at ConGlobal in Chicago, IL.

Invoice 834869 indicated tire replacements on the LOF and LIF. The outgate from CSX Bedford Park on 1-02-09 at 14:23 indicated “Additional defects as found on recorded images”. The recorded images were reviewed and were insufficient to record the condition of the tire tread. The notation on the ingate at ConGlobal on 2-4-09 indicated “LOF flat spots 8-0 and LIF flat spots 8-0”.

Invoice 834879 indicated tire replacements on the LOF, LIR, and ROF. The outgate from CSX Bedford Park on 1-05-09 at 17:57 indicated “Additional defects as found on recorded images”. The recorded images were reviewed and were insufficient to record the condition of the tire tread. The notation on the ingate at ConGlobal on 1-26-09 indicated “LOF flat spot 4-0, LIR flat spot 4-0, ROR worn 0, ROF flat spot 6-0, RIF lo, RIR lo, LIF 6/32nds, and LOR 10/32nds.

BASIS OF CLAIM: MC asserts that flat spots or scuff areas on tires were caused from a malfunctioning brake system preventing brakes from applying and releasing properly due to any one of several reasons.

DISCUSSION: The correct notation for tires that have been damaged by motor carriers from Exhibit C of the UIIA is “Slid Flat” not “Flat Spot”. This is significant because the term “Slid Flat” requires the removal of 4/32nds of rubber. There is no similar definition for “flat spot”. A flat spot could be the result of uneven tread wear which is not the responsibility of the motor carrier. The burden of proof is on the EP.

MC assertion that the flat spots were the result of brake malfunction was not validated by a notation to that effect on the ingate report.

DECISION: The panel unanimously finds in favor of the MC for both invoices. EP is not entitled to receive reimbursement for damage that is not billable under the terms and conditions of the UIIA (Exhibit C). EP shall bear the cost of appeal.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090522-3-XXXN-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	July 31, 20029
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (Respondent) invoiced Motor Carrier (Appellant) for five invoices that formed the basis of appellant's dispute. Invoices were issued by South Atlantic Consolidated Chassis Pool stemming from observation and subsequent billing for tire damages. Lanport CY in Atlanta, GA was the site of the inspections that caused the generation of the invoices.

BASIS OF CLAIM: Appellant asserts that in their belief invoices are unwarranted because the Appellant maintains that the description of the damages as it appears on the invoices and T.I.R's is not consistent with the description and definition of the damages as it appears in Exhibit C to the UIIA:

Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

Disputed invoices based on language in Exhibit C pertaining to slid flat:

INV. 134093415A
134093201A
134093045A
134092224A
134092144A

Appellant has also disputed Invoice 134095012A, basing the dispute on the language as it appears in Exhibit C to the UIIA : Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4" Appellant requests DRP committee review the invoice for accuracy with regard compliance with language specified in Exhibit C.

DISCUSSION:

Respondent issued five invoices for tires:

INV 134093415A \$00.00 TIR indicates sound gate out, damage noted gate in.

INV 134093201A \$00.00 TIR indicates sound gate out, damage noted gate in.

INV 134093045A \$00.00 TIR indicates sound gate out, damage noted gate in.

INV 134092224A \$00.00 TIR indicates sound gate out, damage noted gate in.

INV 134092144A \$00.00 TIR indicates sound gate out, damage noted gate in.

Based on the language in their addendum the Respondent characterized the damages as flat spotted, even though no mention of “flat spotted” is made in the body of the UIIA (please see Exhibit C).

Respondent’s addendum reflects the following:

Flat Spotted (Usable) \$00.00)

Flat Spotted (Tread Depth Below FHWA) \$00.00

Exhibit C clearly specifies what form of damage a Motor Carrier bears responsibility for during the interchange period. That damage is listed as “slid flat”, not flat spotted.

In the case of the cut tire invoice, although Respondent’s addendum specifies a charge for a cut sidewall, and a separate one for cut sidewall through cord, Respondent failed to recognize and take into account the language specified in Exhibit C:

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than ¼”

There were no measurements or other specific data that demonstrated that the cut fell under the definition as provided in the language specified in Exhibit C. TIR only stated the location of the cut, no mentions of size or depth of cut were made.

As with the “flat spot” issue, Exhibit C clearly specifies what form of damage a Motor Carrier bears responsibility for during interchange, in the case of a tire shoulder or tread the language is specific. The description offered in the TIR and invoice did not meet those definitions, nor was there any observable data pertaining to the specific damage in the documents provided.

DECISION:

The panel unanimously finds in favor of the Appellant since damage billed was not in accordance with Exhibit C of the UIIA and language in an EP’s addendum cannot conflict with language in the base Agreement.

DAVID MANNING

Motor Carrier Member

PATRICK VALENTINE

Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090522-5-XXXX-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	July 31, 20029
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EPt) invoiced Motor Carrier (MC) for four invoices that form the basis of MC's dispute. Invoices were issued by South Atlantic Consolidated Chassis Pool stemming from observation and subsequent billing for tire damages. Lanport CY in Atlanta, GA was the site of the inspections that resulted in the generation of the invoices.

BASIS OF CLAIM: MC asserts that in their belief invoices are unwarranted because the Appellant maintains that the description of the damages as it appears on the invoices and T.I.R's is not consistent with the description and definition of the damages as it appears in Exhibit C to the UIIA:

Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

Disputed invoices based on language in Exhibit C pertaining to slid flat:

INV. 134093041A
134093042A
134094165A
134093268A

DISCUSSION:

EP issued four invoices as indicated below:

INV. 134093041A For "flat spots" in the amount of \$00.00
134093042A For "flat spots" in the amount of \$00.00
134094165A For "flat spots" in the amount of \$00.00
134093268A For "flat spots" in the amount of \$00.00

The EP does not have language in its Addendum that attempts to detail or describe tire damage. In such a case the governing document would be the UIIA, specifically Exhibit C to the UIIA, Tires, which describes Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

Exhibit C thus clearly specifies what form of damage a Motor Carrier bears responsibility for during the interchange period. That damage is listed as “slid flat”, not Flat Spots.

DECISION: The panel unanimously finds in favor of the Motor Carrier since damage billed was not in accordance with Exhibit C of the UIIA, which in this case is the only governing language on which a decision may be based.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090522-7-XXXXF-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	July 31, 20029
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) for Sixteen invoices that form the basis of MC's dispute. Invoices were issued by South Atlantic Consolidated Chassis Pool stemming from observation and subsequent billing for tire damages. Lanport CY in Atlanta, GA was the site of the inspections that resulted in the generation of the invoices.

BASIS OF CLAIM: MC asserts that in their belief invoices are unwarranted because the Appellant maintains that the description of the damages as it appears on the invoices and T.I.R's is not consistent with the description and definition of the damages as it appears in Exhibit C to the UIIA:

Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

Disputed invoices based on language in Exhibit C pertaining to slid flat:

INV. 134092216A
134093039A
134094163A
134093267A
INV. 134094047A
134094048A
134094050A
134094162A
INV. 134093412A
134093266A
134094004A
134093197A
INV. 134093038A
134093363A
134093362A
134093269A

DISCUSSION:

Based on the language in their addendum the EP characterized the damages as flat spotted, even though no mention of “flat spotted” is made in the body of the UIIA (please see Exhibit C).

EP’s addendum reflects the following:

Flat Spotted (Usable) \$ 00.00)

Flat Spotted (Tread Depth Below FHWA) \$00.00

Exhibit C clearly specifies what form of damage a Motor Carrier bears responsibility for during the interchange period. That damage is listed as “slid flat”, not flat spotted.

DECISION:

The panel unanimously finds in favor of the Motor Carrier since damage billed was not in accordance with Exhibit C of the UIIA and language in an Equipment Provider’s addendum cannot conflict with language in the base Agreement.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090522-8-XXXX-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	July 31, 20029
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) for one invoice that formed the basis of MC's dispute. Invoices were issued by South Atlantic Consolidated Chassis Pool stemming from observation and subsequent billing for tire damages. Lanport CY in Atlanta, GA was the site of the inspections that caused the generation of the invoice.

BASIS OF CLAIM: MC asserts that in their belief invoices are unwarranted because the MC asserts that the description of the damages as it appears on the invoices and T.I.R's is not consistent with the description and definition of the damages as it appears in Exhibit C to the UIIA:

Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

DISCUSSION:

INV I34093134A For "flat spots" in the amount of \$00.00

Although Paragraph V.1.3 of the EP's Addendum states "In the event Motor Carriers fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement at \$00.00 per tire.", the invoice provided to the MC did not correctly reflect the language describing the damages for which a Motor Carrier bears responsibility, using the term "flat spots" rather than "Slid Flat".

Exhibit C to the UIIA states the following as the basis for Motor Carrier responsibility: Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

Given that the language describing slid flat is clearly stated in Exhibit C to the UIIA, the description given in INV 134093134A is insufficient to support the invoice.

DECISION:

Section V.1.3 of the Equipment Provider's addendum notwithstanding, the Panel unanimously finds in favor of the Motor Carrier based on the UIIA and Exhibit C to the UIIA.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090622-9-XXXXF-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	August 25, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) on two separate invoices for single “flat spot” tires after the equipment was terminated at Lanport in Atlanta, GA.

Equipment was interchanged to MC loaded from NS in Austell, GA with a notation of “No Damages and Additional defects as found on recorded images”. Equipment was interchanged into Lanport in Atlanta with notation of “flat spot” on a single tire.

BASIS OF CLAIM: MC asserts that language describing the condition of the tires (i.e. “flat spots”) is not consistent with damage billable to the Motor Carrier under the UIIA.

DISCUSSION: The correct notation for tires that have been damaged by motor carriers from Exhibit C of the UIIA is “Slid Flat” not “Flat Spot”. This is significant because the term “Slid Flat” requires the removal of 4/32nds of rubber. There is no similar definition for “flat spot”. A flat spot could be the result of uneven tread wear which is not the responsibility of the motor carrier.

SACP invoiced MC on behalf of EP. No proof was provided work was completed by Lanport and payment was made by SACP. There were no measurements of differentials in the 32nds to confirm tires met the definition of slid flat. There were no pictures provided.

DECISION: The panel unanimously finds in favor of the MC for both invoices since damage billed was not in accordance with Exhibit C of the UIIA. In addition, EP failed to provide a copy of the actual repair bill evidencing that the repairs were completed or acceptable documentation evidencing the same as required under Section E.3.a(1) when invoicing a MC for repairs. EP is responsible for the DRP administrative fee of \$50.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090623-10-XXXX-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	August 27, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) on five separate invoices for “flat spot” tires after the equipment was interchanged to MC loaded from CSX in Fairburn, GA and interchanged empty to Lanport in Atlanta, GA.

On invoices 134096033A, 134096034A, 134096037A, and 134096247A, the outbound inspection from the CSX indicated no damages and the inbound inspection at Lanport indicated “flat spot”. On invoice 134096273A, the outbound inspection from CSX indicated the RIF and ROF tires were skid flat. The inbound inspection at Lanport indicated ROF, RIF, RIR, LOF, and LIF had flat spots. MC was invoiced for RIF and ROF, as well as, RIR, LOF, and LIF.

BASIS OF CLAIM: MC asserts that the correct notation for tires that have been damaged by motor carrier from Exhibit C of the UIIA is slid flat, not flat spot.

DISCUSSION: The correct notation for tires that have been damaged by motor carriers from Exhibit C of the UIIA is “Slid Flat” not “Flat Spot”. This is significant because the term “Slid Flat” requires the removal of 4/32nds of rubber. There is no similar definition for “flat spot”. A flat spot could be the result of uneven tread wear which is not the responsibility of the motor carrier.

SACP invoiced MC on behalf of EP. No proof was provided work was completed by Lanport and payment was made by SACP. There were no measurements of differentials in the 32nds to confirm tires met the definition of slid flat. There were no pictures provided.

DECISION: The panel unanimously finds in favor of the MC for all five invoices since damage billed was not in accordance with Exhibit C of the UIIA. In addition, EP failed to provide a copy of the actual repair bill evidencing that the repairs were completed or acceptable documentation evidencing the same as required under Section E.3.a(1) when invoicing a MC for repairs. And in one instance, EP invoiced MC for damage that was noted on the outbound inspection. EP is responsible for the DRP administrative fee of \$50.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090625-2-XXXO-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	August 31, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) for tire damages that were alleged to have been recorded on five chassis interchanged at the Flanagan CY in HOU. Four of these damages were characterized as flat spotting or cuts to the tires. The fifth was a run flat tire.

Invoice TA 906098 described these alleged damages. MC asserts that the descriptions and invoices do not meet the requirements set under the UIIA.

BASIS OF CLAIM: MC asserts that wording on the documentation provided to them to back up the invoices is not consistent with that required under the UIIA. MC requests that DRP review and determine if requirements have been met and determine validity of the invoices.

DISCUSSION: The documents were carefully reviewed by the DRP. For those chassis presented that dealt with “flat spotting” or “cuts” there was a clear departure from the requirements presented in Exhibit C to the UIIA, and as such the invoices did not meet those requirements. Additionally, there was no clear documentation that the requirements for an invoice that described the repairs performed, or in lieu of an documented invoice, such documentation that demonstrated that the repairs were performed or were in the process of being performed had been provided to the MC. In the case of chassis UTHZ452677, the requirements for invoicing for a run flat tire were met.

DECISION: Panel unanimously finds in favor of the MC for four of the five chassis that appear on the invoice. In that case the MC is not responsible for \$00.00 of Invoice TA 906098. In the case of the run flat tire on UTHZ 452677 we find that the EP has provided sufficient documentation to substantiate the invoice and find that the EP is due \$00.00 from the MC.

The costs of this dispute should be borne equally by the EP and MC.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090710-1-XXXI-MR-OTH
UIIA Motor Carrier)	
	)	DECISION
UIIA Equipment Provider	)	September 3, 2009
Respondent.)	

FACTS: MC asserts that the outbound TIR illustrated a number of defects. The issue at hand arises from notations that indicate corner post damage that were not noted on the outgate, but were noted on the ingate. MC was invoiced for corner post damages. MC disputes the corner post damages. EP has not invoiced for any damages noted on outgate, only for the corner post damages noted on in gate.

BASIS OF CLAIM: MC asserts that the invoice received does not note any of the damages recorded on the out gate. MC questions why only a notation of corner post damage is mentioned and invoiced.

DISCUSSION: The DRP reviewed the documents provided by the EP and MC. The dispute is based on a detailed estimate, of which only one part concerns the \$00.00 that EP seeks to recover from the MC. Other damages, detailed on the estimate are not assessed to the MC, but are clearly for the account of the EP. The EP has provided documentation and photographic backup for the corner post repairs.

In reviewing this documentation the panel must note that the invoice was issued for specific damages that were documented. The EP seeks only those damages that they can reasonably ascribe to the MC during the interchange period.

DECISION: The panel unanimously finds in favor of the EP in the matter of subject damages to the corner post in the amount of \$00.00. EP invoiced MC for billable damage in accordance with Exhibit C of the UIIA. These charges were issued in a timely manner (Section E.3.c.) and presented the required documentation for billing Motor Carrier for repairs that are consistent with E.3.a.1. MC will bear cost of admin. filing fee.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case 20090713-2-XXS-MR-OTH
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	September 22, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: There were nine disputed invoices in this case. In each instance the Motor Carrier (MC) interchanged a sealed domestic load from the Equipment Provider (EP), from the NS in Jacksonville, FL. After unloading the equipment, MC dropped the empty equipment at a satellite facility designated by MC customer. MC customer initiated inspection and repairs of equipment at satellite facility before reloading. Another motor carrier moved the equipment from the satellite for reloading and returned to NS. Thus the inbound TIR did not report the defects for which the MC was invoiced. EP issued invoices to MC for repairs to damaged equipment that was identified at time of inspection at the satellite facility.

With one exception, invoice 5241, the outbound inspections did not record the damage which was invoiced to MC. Invoice 5241 did record a bent DOT bumper on the outbound inspection.

EP agreed to partial credits on invoices 5161, 5171, and 5266. EP agreed to completely credit invoices 5181 and T2071716.

BASIS OF CLAIM: MC asserts that damage was concealed because containers were sealed at the time of interchange.

DISCUSSION: EP agreed to credit the invoices or portion of invoices that that were not MC responsibility. With the exception of invoice 5241, damage was noted on the outbound TIR. Based on Exhibit C of the UIIA the damage is the responsibility of the MC.

Section E.1. of the UIIA requires the MC to return the equipment to the location at which it was received unless there is a separate bilateral agreement between the MC and EP. There was no bilateral agreement authorizing the MC to terminate the equipment at the satellite yard. Therefore the MC remains responsible to the EP for any damages that occur to the equipment while it was interchanged to the MC. The fact that a different motor carrier returned the equipment to the EP does not relieve the MC of its responsibility to the EP because no separate bilateral agreement existed. This dispute was complicated by the fact that the MC customer instructed the MC to terminate the equipment at the satellite yard but the MC customer was not the EP. Only the EP and MC through a bilateral agreement can relieve the MC of its responsibility for the equipment until it is returned to the location at which it was received and/or authorize the use of the equipment by others.

DECISION: The panel finds unanimously that based upon Section E.1 of the UIIA whereas no separate bilateral agreement was in effect that would relieve the MC of responsibility and Exhibit C which defines damages which are the responsibility of the MC, we find in favor of the EP for the invoices which have not been previously credited by EP except for invoice 5241. On invoice 5241, MC is not responsible for \$00.00 for the DOT bumper repair and conspicuity tape.

MC and EP shall equally share the responsibility for the \$50 administrative fee.

DAVID MANNING
Motor Carrier Member

BEN SHELTON
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090803-1-XXXJ-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	September 28, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) for tire replacement, repair of securing device, damaged mudflap/bumper, and a bent sandshoe. MC disputes invoices and seeks to have same voided. EP maintains billing is correct and due from MC.

BASIS OF CLAIM: The MC states that the replacements were due to tire damage prior to interchange and that repair vendor did not properly repair. MC further claims that rest of items under appeal were the EP's responsibility and should not have been billed to the MC.

DISCUSSION: The DRP reviewed the documents provided by the EP and MC. The subject invoice 855090557A covers all of the subject repairs which were performed on chassis MSCZ400402. Initial review shows that the item dealing with the R/R mudflap damage was removed by the EP as a subject charge.

With regard the L/F securement device (Twist Lock or Pin lock handle retainer) recorded as missing, inbound TIR notes that the device is missing, outbound TIR does not indicate any problem with the device. Exhibit B specifies that unless missing due to damage that it is a wear and tear item not billable to the MC.

With regard the bent landing gear. The gate out photos indicate that the unit had bent sandshoes prior to egress from the terminal. Description on invoice does not indicate that the shoe was torn, dangling, or any other condition than bent. Since the shoes appear bent on the gate out it may well be that the same condition was noted on the ingate.

In considering the two tire components of the invoice, it is clear that the EP is seeking to recover the cost of two tires that exhibit being slid flat, and according to an email included in the package, as well as evidence on the inbound TIR, measurements of the degree to which the tires were slid flat were taken and those tires fall under the criteria described in Exhibit C to the UIIA regarding the removal of tread or rubber.

DECISION: The panel unanimously finds in favor of the MC in the matter of the bent sandshoe in the amount of \$00.00.

With regard the missing Left Front Safety Latch, the panel unanimously finds in favor of the MC in the amount of \$00.00.

The panel unanimously finds in favor of the EP in the matter of the damaged tires in the amount of \$00.00.

The Panel further determines that the costs for this Appeal shall be borne jointly by the MC and the EP.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090805-12-XXXXF-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	October 12, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) for one invoice that formed the basis of MC's dispute. Invoices were issued by South Atlantic Consolidated Chassis Pool stemming from observation and subsequent billing for tire damages. Lanport CY in Atlanta, GA was the site of the inspections that caused the generation of the invoice.

BASIS OF CLAIM: MC asserts that in their belief invoices are unwarranted because the MC asserts that the description of the damages as it appears on the invoices and T.I.R's is not consistent with the description and definition of the damages as it appears in **Exhibit C to the UIIA**:

Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

DISCUSSION:

INV 134095177A For "flat spots" in the amount of \$00.00

Although the EP's addendum states: In the event Motor Carrier fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement or damages charges pursuant to Provider's most recent Tire Pro-Rata scheduled, a copy of which is Included below event Motor Carriers fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement at \$xxx.00 per tire.", the invoice provided to the MC did not correctly use the language describing the damages for which a Motor Carrier bears responsibility, using the term "flat spots" rather than "Slid Flat". The EP's Pro Rata Tire schedule does not mention slid flat. In this case due to the discrepancy of the language the UIIA language governs.

Exhibit C to the UIIA states the following as the basis for Motor Carrier responsibility: Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread.

Given that the language describing slid flat is clearly stated in Exhibit C to the UIIA, the description given in INV 134095177A is insufficient to support the invoice.

DECISION:

Panel unanimously finds in favor of the MC. All costs to be borne by the EP.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20090828-13-XXXX-MR-TRSF
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	November 2, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) on one invoice dated 7-06-09 for two damaged tires. Invoice was issued by Gulf Consolidated Chassis Pool. The unit was an import interchanged from Barbours Cut on 6-10-09 at 10:37 with no notations on the outbound interchange. The unit was returned empty to Integrated Marine Services on 6-18-09 at 13:50 with a notation of "GCCP LIF LOF SF LITES BO BRK".

BASIS OF CLAIM: MC asserts that the invoice is unwarranted because the description of the damage as it appears on the invoice is not consistent with the description and definition of the damages as it appears in Exhibit C to the UIIA.

DISCUSSION: Exhibit C identifies MC responsibility during the interchange period as "Slid Flat damage to tire and/or tube-removal of 4/32 of tread or rubber when compared to the remaining tread."

The inbound inspection prepared by Integrated Marine documented the damage with the abbreviation for slid flat (SF). The MC driver accepted the description. The Gulf Consolidated Chassis Pool invoice documented the damage as flat spot.

Although there is a discrepancy between the two descriptions of the equipment condition, the fact that the inbound inspection contained the correct description provided the MC driver the opportunity to dispute the damage recorded if the driver disagreed. Slid flat is the correct description of MC damage and the abbreviation "SF" is sufficient to document the damage as slid flat. The description on the inbound inspection is the description that defines the condition of the equipment at the time of interchange (Section D.2.a.); not the invoice for repairs.

DECISION: The panel unanimously finds in favor of the EP based on the fact that the damage recorded as “SF” on the inbound inspection was sufficient to document the damage as the MC responsibility described as slid flat in Exhibit C of the UIIA.

The MC shall be responsible for the charges contained on the invoice and for the administrative fee.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20091102-1-XXXT-MR-TR
UIIA Motor Carrier)	
Appellant, and	)	DECISION
	)	Dec. 29 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Motor Carrier (MC) invoiced Equipment Provider (EP) for Tire Road Service in connection with a damaged tire on chassis KKLZ406891 which was interchanged from the Global 2 facility in Chicago on 8/31/2009. Damage to the tire was reported on 9/1/2009 by the MC and road service was called.

MC had paid for road service, and reinvoked EP for the road service. EP declines payment stating the damage was caused by MC and would be their responsibility.

BASIS OF CLAIM: MC asserts statements by Emergency Breakdown Service (repair vendor) and a gate mechanic are proof that the tire was defective, and that EP is responsible for the invoice.

DISCUSSION: The panel reviewed the available documentation. The statements by the Repair Vendor and Gate Mechanic do not cite the same damage evidence. Repair Vendor cites a slick tread, while the gate mechanic's notes mention a cap separation. EP had the damaged tire inspected, which resulted in the determination that the tire had been run flat. EP advised MC that "tire casing returned by your driver to UP GL2 on the a/m EP's chassis. This tire was ran flat which caused the tire tread, tube and flap to melt. The casing is almost in two pieces."

Photos of the damaged tire were provided to the panel. The pictures indicate that the tire had been run on in a condition that generated extreme heat and contributed to the failure and extensive damage. Heat damage was evident, and although the driver stopped and quite possible prevented damage to the second tire on the tandem, it is clear that the damaged tire was run beyond repair before stopping.

DECISION: The panel unanimously finds in favor of the EP, due to the fact that the tire was run flat and damages are due to the operation of the chassis by the MC, and not tire defect. Based on Section E.4.a. and Exhibit C of the UIIA, the MC is responsible for the invoice for the damage to the tire and shall bear the cost of the filing of this case.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between:)	
)	
UIIA Motor Carrier	)	Case: 20091208-1-XXXG-MR-OTH
Appellant, and)	
	)	DECISION
UIIA Equipment Provider	)	March 5, 2010
Respondent)	

FACTS: There are two invoices in dispute here, both regarding container floor damage:

1. APLU-464595 – was returned MT on 7/29/09, and damage invoiced on 9/10/09.
2. APLU-452268 – was returned MT on 8/20/09, and damaged invoice on 9/29/09.

Both containers went out gate loaded with import cargo. No damage was noted regarding floors. Upon return empty both containers were noted with floor damage. MC disputes both invoices in an email dated 10/28/09. Per the EP's addendum, disputes must be received within 30 days of the invoice in order to be valid. As such the invoice for APLU-464595 was not disputed within the required timeframe, thus is it time barred and the invoice must be paid.

The following addresses only charges for APLU-452268.

BASIS OF CLAIM: MC contends that the repairs required for the floor are a result of wear and tear and not damage.

DISCUSSION: Upon review of all the documentation and support information provided the panel concluded that the repairs required to the container floor were a result of wear and tear. Said wear and tear was not discernable at the time of interchange as the container was a sealed import load. Section D.3.d of the UIIA states that the MC shall return the equipment to the provider in the same condition, reasonable wear and tear accepted. Additionally in section D.3.d 1) responsibilities for repair are listed in Exhibits B and C. Exhibit B identifies wear and tear damage to the floor as an EP responsibility. Further referenced in Section D.3.d, subsection 3) states "in any disputes arising in connection with classifying wear and tear, the AAR TOFC/COFC Interchange Rules sections B, G and F shall be the controlling documents". These AAR rules further support that repairs to floors / decking are the responsibility of the EP.

DECISION: Based on the above the DRP panel unanimously finds in favor of the Motor Carrier regarding invoice for damages to APLU-452268. EP will bear cost of the \$50 admin. fee.

Jeff Lang/Eagle
Motor Carrier Member

Mike Wilson /Hamburg Sud
Water Carrier Member

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

Date of Decision: March 16, 2010

Mike Wilson
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between:)	
)	
UIIA Motor Carrier	)	Case – 20091222-1-XXXV-MR-OTH
Appellant, and)	
	)	DECISION
UIIA Equipment Provider	)	Date: March 5, 2010
Respondent)	

FACTS: Container FCIU8158376 was interchanged out for import delivery from APM Terminal on 9/11/09 to MC. The outbound interchange noted damage to the doors and CTR inspection verified old damage. This same container was returned empty to Ironbound Intermodal Container yard 9/14/09, with damage noted to the right side panels. The ingate EIR was not signed by the gate clerk or driver.

BASIS OF CLAIM: MC asserts that container came off the pier (APM Terminals) with substantial damages. The outbound TIR stated “old damage” to the container. MC indicates that the damage appears to have been caused by the corner of another container. MC believes charges billed are a result of pre-existing damage. EP asserts that damage noted on outbound EIR was to the left and right doors/hardware and repair charges MC is being billed for are for side panel repair costs, not door/hardware repairs.

DISCUSSION: Dent to upper rear right panel appears to be an old dent and does not seem to affect the load ability of the container. Exhibit C indicates that Cut or Torn is the responsibility of the Motor Carrier. In previous cases dents which did not affect load ability have been considered wear and tear. In addition due to the notation of old container damage on the outgate EIR the driver most likely believed the dent in question had been properly documented.

DECISION: The panel unanimously finds case in favor of the MC. The Provider is to pay the \$50 filing fee to the MC.

Jeff Lang
Motor Carrier Member

Mike Wilson / Hamburg Sud
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
	)	Case: 20100330-19-XXXX-MR-TRSF
UIIA Motor Carrier)	
Appellant, and)	
)	
UIIA Equipment Provider)	
Respondent.)	

UNDISPUTED FACTS: Motor Carrier (MC) outgated the unit at the Seagirt Marine Terminal on 7/29/09 at 10:21 and ingated the unit to the same location on 7/31/09 at 10:03.

Invoice MRIK5387 in the amount of \$00.00 indicated two tire replacements. First tire replacement indicated the following: Repair: Replace, Damage: Flat/Puncture, Component: Tube, Location: Right wheel(s), outside wheel, front axle (CROF). The second tire replacement indicated: Repair: Replace, Damage: Flat spots, Component: Tube, Location: Right wheel(s), inside wheel, front axle (CRIF).

ISSUE: MC asserts that they are not responsible for the invoiced damage to the tires due to the fact that "Flat Spot" is not consistent with the description and definition of the damages as it appears in Exhibit C of the UIIA. MC argues that flat spot could be the result of uneven tread wear which is not the responsibility of the MC.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Exhibit C of the UIIA states that the MC is responsible for "Slid Flat damage to tire and/or tube – removal of 4/32 of treat or rubber when compared to the remaining treat." The damage in the EP's invoice states "Flat Spots" rather than "Slid Flat". Therefore, under the UIIA the MC cannot be held accountable for the damage described on invoice MRIK5387.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period....**Tires**

"Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread."

DECISION: The panel unanimously finds in favor of the MC.

Case Reviewed and Decided by:

VAL NOEL
Motor Carrier

PATRICK VALENTINE
Water Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between

UIIA Motor Carrier
Appellant, and

UIIA Equipment Provider
Respondent

)
)
)
)
)
)
)

Case Number: **20110420-1-XXXI-MR-TRSF**

Date of Decision: July 7, 2011

UNDISPUTED FACTS: Motor Carrier (MC) received an M&R invoice from the Equipment Provider (EP) for 'run flat' tires after the equipment was terminated at Delta Express in Nashville.

Invoice STNR001380 dated April 10, 2011 in the amount of \$____ indicated: Parts: Replace, TIR, CHS, RT Wheel, Inside WHL & Outside WHL, Front, Run Flat, Tire, Recap, w/Tube. The out-gate EIR from CSX Intermodal in Nashville indicated no damage. The in-gate EIR at Delta Express in Nashville, TN indicated RRO Flat Spot, RRI Small Flat Spot.

ISSUE: The MC is disputing the fact that the description of the damage as it appears on the EIR is not consistent with the description damages that appear in Exhibit C of the UIIA for which motor carriers may be held responsible. MC argues that "Flat Spot" is not a charge back item per the UIIA Agreement.

EP is denying the claim by arresting that flat spot damage and small flat spot damage is the same as slid flat damage. EP states that under Exhibit C of the UIIA the responsibility for Slid Flat damage is that of the MC.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Exhibit C of the UIIA states that the MC is responsible for "Slid Flat damage to tire and/or tube – removal of 4/32 of tread or rubber when compared to the remaining tread." The damage in the EP's invoice states "Parts: Replace, TIR, CHS, RT Wheel, Inside WHL & Outside WHL, Front, Run Flat, Tire, Recap, w/Tube" and the damage in the in-gate states "Pro Flat Spot and PRI Flat Spot" rather than "Slid Flat". Therefore, under the UIIA the MC cannot be held accountable for the damage described on invoice STNR001380.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread.

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the MC.

CASE REVIEWED AND DECIDED BY:

VAL NOEL
Motor Carrier Member

MIKE WILSON
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
)	
UIIA Motor Carrier	)	Case Number: 20100422-4-XXXL-MR-TRSF
Appellant, and)	
)	
UIIA Equipment Provider	)	Date of Decision: November 4, 2010
Respondent)	

UNDISPUTED FACTS: Trac Leasing invoiced Motor Carrier (MC) on behalf of the Equipment Provider (EP) for "flat spot" tire after the equipment was terminated at Global Terminals.

Invoice MRJC7598 in the amount of \$00.00 indicated damage as "Flat Spots", Left wheel(s), Outside wheel, Front Axle (LOF), Quantity 1. The outgate EIR indicated no damage. The ingate EIR indicated the following: 110S FSPOT LFO TIRE- 0 Hx0 Vx0 D.

ISSUE: MC argues that this invoice is not consistent with the description and definition of the damages as it appears in Exhibit C of the UIIA and that it is impossible to have one tire slid flat without its matching tire having similar damage.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Exhibit C of the UIIA states that the MC is responsible for "Slid Flat damage to tire and/or tube – removal of 4/32 of tread or rubber when compared to the remaining tread." The damage in the EP's invoice states "Flat Spots" rather than "Slid Flat". Therefore, under the UIIA the MC cannot be held accountable for the damage described on invoice MRJC7598.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period....**Tires**

"Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread."

DECISION: The panel unanimously finds in favor of the MC.

CASE REVIEWED AND DECIDED BY:

DAVE MANNING

Motor Carrier Member

PAT VALENTINE

Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
)	
UIIA Motor Carrier	)	Case Number: 20100519-1-XXXC-MR-OTH
Appellant, and)	
)	
UIIA Equipment Provider)	
Respondent)	

UNDISPUTED FACTS: Motor Carrier (MC) out-gated the unit at the New York Container terminal on 12/01/2009 at 16:25, they in-gated the unit the next day to the same location at 16:38.

Invoice NYDR002487, in the amount of \$00.00 indicated: Patch; Panel-Outer Cladding; RT Side; Both Halves; Cut. The out-gate TIR reported codes B (Bent) and D (Dent) on the front and both sides of the container and indicated OMD – L/S Panel. The in-gate TIR indicated: RS Bottom Rail ©.

ISSUE: MC argues that when comparing the out-gate TIR with the invoice description of the damages, the damages are the same. The MC feels that they are being charged for damages that already existed on the unit. EP argues that the repairs reported on the out-gate TIR stating OMD (old marks and dents) were not billed to the MC. The EP asserts that the damage that was billed to the MC was new damage as evident by the photo they provided with the invoice. It was not the same damage. Photos were provided for this case.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Under provision D.2.a. of the UIIA (November 18, 2009) the “parties 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.” In this matter the damage was noted for the first time at the ingate interchange. The description or notation on the invoice “cut” conforms with the requirement language in Exhibit C to UIIA. Therefore, the MC is liable for Invoice NYDR002487.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

The panel relied upon the following provisions from the UIIA (November 18, 2009) to make its decision:

D. Equipment Interchange....2. Equipment Interchange Receipts

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 09/01/09]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Cut or Torn (through the thickness of metal)

Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

DECISION: The panel unanimously finds in favor of the EP.

Case Reviewed and Decided by:

DAVE MANNING
Motor Carrier

PATRICK VALENTINE
Water Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
	)	Case: 20100607-1-XXXQ-MR-TR
UIIA Motor Carrier)	
Appellant, and)	
)	
UIIA Equipment Provider)	
Respondent.)	

UNDISPUTED FACTS: Motor Carrier (MC) out-gated the unit at the Norfolk Southern yard in Kansas City, MO on 05/05/2010 at 15:28. The unit was in-gated the next day at the same location at 15:58. Invoice 67299 was issued by InterStar North America, Inc. with a copy of a repair invoice (794788) in the amount of \$401.50 indicating the following tire replacement: 11RX22.5 Radial Cap, Mount/Dismount, S/C Hourly, Day, Fuel Surcharge and Scrap Fee. This invoice also included a work order from Delmark Tire Service, Inc. that referenced the tire replacement in the amount of 294.80 for replacing the 11R22.5 pre-cap set plus the service call and labor. The out-gate and in-gate EIR's indicated no damage. However, pictures were provided for review.

ISSUE: The MC asserts that this tire damage was not due to driver error for the following reasons:

- 11R225 tires blow out when the cap peels
- The tire was intact, if it had been run on there would have only been sidewalls remaining
- Age of Tire - the tire was 10 years old
- The inside of the tire was not broken down
- The chassis has automatic air valves that prevent low air pressure. The driver would not have been able to check the tire pressure due to the automatic air valves. Because of the automatic air valves the tire could not have run low on air pressure unless the automatic air valve was faulty (equipment error is the providers' responsibility).

EP argues that the tire in the photos clearly show run flat and per UIIA guidelines Exhibit C Motor Carriers are responsible for run flat damage to tire, tube or rim during the interchange period. EP asserts that the fact that the equipment has automatic airing system does not prevent a tire from failing. It is obvious that once a tire failed it continued to be run on destroying the tire. Pictures have been provided for review.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The EIR shows that the unit was in-gated and out-gated with no damage. Under UIIA E.4.a. repairs to damage to the tires during Motor Carrier's possession is the sole responsibility of the Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. The EP's invoice meets the requirements of UIIA Exhibit C language description. Therefore, the MC is responsible for the damages listed in Invoice 67299.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

The panel relied upon the following provisions from the UIIA (November 18, 2009) to make its decision:

E. Equipment Interchange... 4. Tires

a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[REVISED 09/01/09]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period....**Tires**

“Run Flat damage to tire and/or tube”

DECISION: The panel unanimously finds in favor of the EP.

Case Reviewed and Decided by:

ROBERT A. CURRY, JR.
Motor Carrier

JAMES FITZGERALD
Rail Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)

UIIA Motor Carrier)
Appellant, and)

UIIA Equipment Provider)
Respondent)

Case Number: **20100609-1-XXXF-MR-TRSF**

DECISION DATE: December 13, 2010

UNDISPUTED FACTS: GCCP issued a maintenance and repair invoice to the Motor Carrier (MC) on behalf of the Equipment Provider (EP) for slid flat tire damage.

Invoice 551005095A issued by GCCP on behalf of the EP, dated 05/10/2010, in the amount of \$00.00 indicated Right inside Front & Right outside Front, Slid Flat, Replacement. The out-gate EIR shows no damage. The in-gate EIR indicates the following: RIF ROF SF C Brakes LTS BO Reflectors MRIF ROF SF C Brakes LTS BO Reflectors.

ISSUE: MC asserts that their company has no record of possessing this equipment and that they do not have any drivers with a license from the state of ME (Maine). MC feels that GCCP on behalf of the EP has billed the wrong MC for these charges.

GCCP responded to this claim on behalf of the EP and stated that the chassis shows that it was out-gated by the MC and in-gated by their sister company (Intermodal Cartage). GCCP also states that their equipment tracking system clearly shows the SCAC code of the MC disputing the charges.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Exhibit C of the UIIA states that the MC is responsible for "Slid Flat damage to tire and/or tube – removal of 4/32 of tread or rubber when compared to the remaining tread." The damage described in the EP's invoice meets the requirements on Exhibit C. The MC argues that their company has no record of possessing the equipment and no record of the driver in question. However, it appears that while the driver number may not be accurate, GCCP has presented enough evidence to support a finding that the MC had the equipment in its possession. GCCP provided evidence that the chassis was out-gated by the MC from Dallas Intermodal Cartage and then in-gated by Intermodal Cartage, a sister company at Dallas Intermodal Cartage. In addition, GCCP's equipment tracking system shows the MC as the carrier.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period....**Tires**

"Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread."

DECISION: The panel unanimously finds in favor of the EP.

Case Reviewed and Decided by:

ROBERT A. CURRY, Jr.
Motor Carrier

RICHARD DESIMON
Water Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier,)	Case Number: 20110209-2-XXXX-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider,)	Date of Decision: 04/04/2011
Respondent)	

UNDISPUTED FACTS: The Motor Carrier (MC) received a maintenance and repair invoice from the Equipment Provider (EP) dated 01/19/2011 describing the following repairs: Job Code: 1115- (Tire, Tube, Flap), Cond.: 3-Replace, Defect: 34-Slid Flat, Loc: ROF/RIF/ROR/RIR.

The outgate EIR shows that the chassis was picked up at the CSX Yard in Detroit on 10/4/2010 with no remarks or damages noted. The ingate EIR from Mason Dixon in Detroit reported the following remarks/damages: STR/w Front wall 1 x .5, ROF RIF Skidded – Replace, ROF RIF Skidded – Replace. Under Position / Brand No-Condition, the EIR noted the following: ROF – 8/2/8, RIF – 10/2/10, ROR – 7/0/7, RIR 7/0/7. Tire pictures were provided for review, but the facilities were not AGS equipped.

ISSUE: The MC argues that, in the pictures provided by the EP, 3 out of the 4 tires do not show 4/32” of tread removed on the center ribs. MC feels that the notation on the EIR should have shown the tires worn, not slid flat. MC stated that the driver had no choice but to sign off on the EIR in order to drop off the unit.

The EP stated that it declined the MC’s dispute because it out-gated the chassis with no damage noted, the MC returned the equipment with four slid flat tires, and the driver signed off on the EIR.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The EIR shows that the unit was out-gated with no damage noted to tires. The in-gate EIR noted “Slid Flat” damages to four tires. The MC’s driver signed the in-gate EIR noting these damages. Under UIIA E.4.a “repairs to damage to the tires during Motor Carrier’s possession is the sole responsibility of the Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. The EP’s invoice meets the requirements of UIIA Exhibit C. Therefore, the MC is responsible for the damages listed in the invoice.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

The panel relied upon the following provisions from the UIIA (November 18, 2010) to make its decision:

E. Equipment Interchange... 4. Tires

a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[REVISED 09/01/09]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period....**Tires**

"Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread."

DECISION: The panel unanimously finds in favor of the EP.

Case Reviewed and Decided by:

ROBERT A. CURRY, JR.
Motor Carrier

JAMES FITZGERALD
Rail Carrier

BINDING ARBITRATION PANEL REVIEW AND DECISION

Date of Decision: September 16, 2011

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

DECISION: The panel finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

DAVE MANNING
Motor Carrier Member

PATRICK VALENTINE
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
)	
UIIA Motor Carrier,	)	Case Number: 20111011-2-XXXI-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider,	)	Date of Decision: 03/12/2012
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent to the Motor Carrier (MC) three maintenance and repair invoices involving slid flat tire replacement.

Invoice 1 – Invoice 191758 (Bill Number) 3EH8508, dated 08/02/2011, was in the amount of \$00.00. The repair description states: “Job Code: 1115-Bias Tire, 1509-Tube; Cond: 3-Replace & 1-Replace w/new; Defect: 34-Slid Flat & 01-Associated with, Location: LOF”.

The out-gate EIR at the BNSF Railway and the in-gate EIR at the CSX Bedford Park facility noted “Damage is captured on recorded images”. Images have been provided for review.

Invoice 2 – Invoice 190019 (Bill Number) 3EH8508, dated 07/06/2011, was in the amount of \$00.00. The repair description states: “Job Code: 1116-Radial Tire; Cond: 3-Replace; Defect: 34-Slid Flat; Location: ROF”.

The out-gate EIR at the BNSF facility did not show any damage noted and the in-gate EIR at the CSX Bedford Park facility noted “Damage is captured on recorded images”. Images have been provided for review.

Invoice 3 – Invoice CDS13980803 (Bill Number) 3EH8651, dated 06/24/2011, was in the amount of \$00.00. The repair description states: “Job Code: 1115-Bias Tire; Cond: 3-Replace; Defect: 34-Slid Flat; Location: ROR”. The outgate EIR (BNSF facility) and the ingate EIR (CSX Bedford Park) noted “Damage is captured on recorded images”.

Image was not provided for review on this case. The out-gate EIR shows Swift Intermodal as the Trucking Company that out-gated the unit.

ISSUE:

Invoices 1 & 2 – MC argues that without the tread depth readings it is difficult to determine if the tires are slid flat or possibly flat spotted which in turn would be the Equipment Provider’s responsibility to replace. MC also argues that the tires are the only components on the chassis that the images are captured in rotational motion and that the tire position on the outgate photo may not coincide with the ingate images. MC states that there was no official rejection of the initial dispute in the response from the Provider. MC is basing their dispute on Section D.3.d.(1) and Exhibit C of the UIIA.

EP believes charges are justified as invoiced. Both units were outgated with no damages listed on the outgate EIR/AGS images, however both units were ingated with damages as shown on the provided AGS

gate photos. EP declined the MC's dispute on both invoices based on Section D.3.a.(1), D.3.d.(1), G.11, Exhibit C of the UIIA and Federal Motor Carrier Regulation Section 392.7.D.

Invoice 3 – MC argues the fact that their company did not outgate this unit & therefore should not have been the invoiced party. MC is basing their dispute on Section F.3, Section B.17. Definition of Terms: Motor Carrier, and Section VI.D.2. of the EPs addendum to the UIIA.

EP believes charges are justified as invoiced and declines the MC's dispute based on Section D.3.a.(1), D.3.d.(1), G.11, Exhibit C of the UIIA and Federal Motor Carrier Regulation Section 392.7.D.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds as follows:

Invoice 1 & 2 – The first two panel members were unable to reach a consensus in regards to what the evidence in this case supported. Therefore, the third panel member was brought in under Exhibit D to the UIIA. The third panel reviewed both AGS images and found that the EIRs show no damage at the time the equipment was out-gated. However, when the equipment was in-gated, both EIRs noted damages. Based on Section D.3.d.(1) and Exhibit C of the UIIA, the MC is responsible for damages described on Invoice No(s). 191758 and 190019.

Invoice 3 – The first two panel members were unable to agree upon what the evidence supported in this claim. Therefore, the third panel member was brought in under Exhibit D to the UIIA. The third panel member finds that the language in Section E.1 and F.3 of the UIIA stipulates that the original MC who the equipment was interchanged to is responsible for the unit during the Interchange Period, unless written authorization from the EP is obtained to interchange the equipment to a third party. In this case C&K was not the MC to whom the unit was interchanged. Therefore, the MC should not be liable for damages described on Invoice No. CDS13980803.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 14, 2011) to make its decision:

D. Equipment Interchange....3. Damage to Equipment

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

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]**

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Missing Tire, tube or rim

E. Equipment Use

1. Absent a separate bilateral agreement in written or electronic form between the Parties, the Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, not authorize use by others, and promptly return the Equipment after its interchange purpose is complete. The Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to satellite locations as governed by 1) a written bilateral agreement between the Parties or 2) a notification from the Provider to the Motor Carrier via internet posting, e-mail, or shipping order. Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed.

F. Liability, Indemnity, and Insurance

3. If the Equipment is interchanged by Motor Carrier or is otherwise authorized by Motor Carrier to be in the possession of other parties, the Motor Carrier shall be responsible for the performance of all terms of this Agreement in the same manner as if the Equipment were in the possession of the Motor Carrier, unless the written consent of Provider has been obtained.

DECISION:

Invoice 1 & 2 – The majority of the panel finds in favor of the EP.

Invoice 3 – The majority of the panel finds in favor of the MC.

CASE REVIEWED AND DECIDED BY:

ROBERT CURRY
Motor Carrier Member

JAMES FITZGERALD
Rail Carrier Member

RICHARD A. DESIMON
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
)	
UIIA Motor Carrier,	)	Case Number: 20111021-2-XXXR-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider,	)	Date of Decision: 03/09/2012
Respondent)	

UNDISPUTED FACTS: On behalf of the Equipment Provider (EP) GCCP sent the Motor Carrier (MC) a maintenance and repair invoice for eight tire replacements on a chassis.

Invoice # 55C1180152, dated 08/15/2011, in the amount of \$00.00. The repair description shows as follows: "Component: New Tire; Locations: LIF, LOF, LOR, LIR, ROR, RIR, ROF, RIF; Damage: Slip Flat; Repair: Replace." The out-gate EIR at the Mason Dixon Intermodal Terminal indicated no damage and the in-gate EIR at the UP facility in Wilmer, TX noted "Damage is captured on recorded images". The in-gate AGS images from the UP Railroad facility have not been provided for review. However, the UP Railroad website photos have been provided.

ISSUE: The MC argues that after it disputed an invoice for four flat spotted tires, the vendor responded with a new invoice for all eight tires. MC stated that the UP website images do not substantiate the claim of "Slid Flat" tires 100% and feels that they are not responsible for the invoice.

The EP did not respond to the claim.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds that under provisions D.3.d.1, E.4 and Exhibit C of the UIIA the Motor Carrier is responsible for damages described on Invoice No. 55C1180152.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 14, 2011) to make its decision:

D. Equipment Interchange....3. Equipment Condition

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

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]**

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread.

E. Equipment Use....4. Tires

a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and Equipment use. **[Revised 09/01/09]**

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

ROBERT CURRY
Motor Carrier Member

DICK DESIMON
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier,)	Case Number: 20111027-2-XXXT-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider,)	Date of Decision: 03/12/2012
Respondent)	

UNDISPUTED FACTS: The Motor Carrier (MC) received an M&R invoice from the Emergency Breakdown Service on behalf of the Equipment Provider (EP) for the amount of \$00.00. The repair description shows the following: RFI bias Tire Retread, RFO Bias Tire Retread, Fuel Surcharge, Tube-New, Flap-New, Mount/Dismount, Service Call Reg-L, Dayton Rim, Wheel Stud and Nut, Wedge, Spacer-New and Labor. Comments on the invoice stated: "CHS, RF Axle, Missing Tires, Rims?/Loaded 2K. Per Chuck @ EP Declined, Need Ok From Tammie/JAC, Tammie, Ok to Service/Jac./Per Vendor, got on site tires and rims missing, the hub was good – minimum wear on the hub. Vendor replaced stud, lug nuts, clamps, tires, rims and spacer – service completed – driver on his way./emailed roll x/jac."

ISSUE: The MC states that the driver was unable to locate the tires that came off the unit. However, the invoice shows that the driver caused no damage and shows that the hub was good with minimum wear. The MC states that they do not know why the wheels came off. The MC feels that they should not be held responsible and base their dispute on Section E.4.b. of the UIIA.

The EP did not respond to the claim.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds that under provision D.3.d.1 and Exhibit C of the UIIA the Motor Carrier is responsible for damages described on Invoice No. 248282.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 14, 2011) to make its decision:

D. Equipment Interchange....3. Damage to Equipment

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

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]**

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

ROBERT CURRY
Motor Carrier Member

JAMES FITZGERALD
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier,)	Case Number: 20120209-3-XXE-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider,)	Date of Decision: 4/5/2012
Respondent)	

UNDISPUTED FACTS: InterStar North America, Inc. sent a repair invoice to the Motor Carrier (MC) behalf of the Equipment Provider (EP).

Repair Invoice Number 113175 was dated 01/18/2012 in the amount of \$00.00. The repair descriptions states as follows: "11RX22.5 Radial Cap, Mount/Dismount, S/C Hourly, Day, Fuel Surcharge, Valve Stem & Scrap Fee", "Defect: Impact Break" and "Tire Defect: Puncture, beyond repair". Both in-gate and out-gate EIR's at CSX rail yard facility noted no damage - the tire was repaired while in the MC's possession. This facility is not AGS equipped. There was one image provided for review.

ISSUE: The MC argues that the InterStar invoice is marked "impact break", which is not a result of driver damage, but is a result of normal wear and tear and that this tire was ten years old. The MC is basing its claim on Sections D.2.a, D.3.d and Exhibit A of the UIIA.

The EP declines the MC's dispute stating that InterStar's invoice states "Impact Break", the vendors work order states that the tire was "Puncture, beyond repair" which is a cut/torn, which is considered damage and is MC's responsibility. The EP also argues that the outgate EIR listed no damage. The EP is basing their decline on Section D.3.a.1, Exhibit A and E.4.a of the UIIA and Section VI.D of the EP's addendum to the UIIA.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. One panel member thought that the MC raised some interesting questions, however that panel member did not believe there was sufficient information to offset the facts that: 1) the tire impact break/puncture occurred during the Motor Carrier's possession of the equipment, and 2) there was no concrete proof of tire failure. The other panel member primarily relied upon the repair documentation that stated the tire condition was "punctured". The panel finds that under provisions D.3.d.1, E.4 and Exhibit C of the UIIA the Motor Carrier is responsible for damages described on Invoice No. 113175.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 17, 2012) to make its decision:

D. Equipment Interchange....3. Equipment Condition

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

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]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

E. Equipment Use....4. Tires

a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and Equipment use. **[Revised 09/01/09]**

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

JEFFREY LANG
Motor Carrier Member

ROBERT HUFFMAN
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier,)	Case Number: 20120712-2-XXXS-MR-OTH
Appellant, and)	
)	
UIIA Equipment Provider,)	Date of Decision: 10/15/2012
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) a maintenance and repair invoice in the amount of \$106.85 dated 05/25/2012.

Invoice: 470294 - (Bill Number): 052736, listed the following repair: Job Code 4618-Side Panel-Steel, Cond: H-Overlay, Defect: 14-Cut, Torn, Location: LSC.

The out-gate EIR noted the following: "Bent Panel-Right Rear, Bent Bumper-Rear." The in-gate EIR noted the following: "Bent Panel-Left-Center, Bent Bumper-Rear." Both EIRs were processed at the UP Los Angeles, CA facility.

ISSUE: The MC argues that the bent panels have always been considered "wear and tear." They feel that if the panel had been cut and in need of repair, the gate clerk would have indicated it as cut or torn. The MC stated that there were no indications of a cut or torn panel and they feel that the description of "Bent" is considered "wear and tear". MC is basing their dispute on Section E.3.a. of the UIIA.

The EP responded to the MC's dispute stating: "During the ingate process, inspectors will not necessarily be able to see that a panel is cut and will notate damage as bent. When the mechanical vendor repairs the unit and is able to view the panel close up, they can view the cut in the panel, and correctly make a repair for a cut/torn and notate it as such on the work order". The EP argues that "bent" is not normal wear and tear and that normal wear and tear items are not notated on the in-gate or out-gate EIR's. The EP declined the MC's dispute per Item 7.B, of their addendum to the UIIA.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds that the EP failed to comply with provision E.3.a. The in-gate EIR noted "Bent Panel-Left-Center, Bent Bumper-Rear" contradicting the description of the damage in Invoice No. 470294. Furthermore, under Exhibit C of the UIIA, the motor carrier is only responsible for "Bent (where proper operation or functions of unit is impaired)." This was not the case when the equipment was in-gated on February 6, 2012.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 17, 2012) to make its decision:

D. Equipment Interchange... 2. Equipment Interchange Receipts...

- 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]

E. Equipment Use ... 3. Damage to Equipment...

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages one to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Bent (where proper operation or function of unit is impaired)
Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

DECISION: The panel unanimously finds in favor of the MC.

CASE REVIEWED AND DECIDED BY:

JEFFREY LANG
Motor Carrier Member

ROBERT HUFFMAN
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier)	Case Number: 20120827-11-XXXP-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 02/08/2013
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) a maintenance and repair (M&R) invoice on July 25, 2012 for multiple tire damage.

Invoice TJBFI0723120, in the amount of \$00.00 stating the following: "Job Code: 1115-Bias Tire (listed 4 times), Cond.: 1-Replace w/new (listed 4 times), Defect: 34-Slid Flat (listed 4 times), Location: LIF, LOF, RIF and ROF."

The out-gate EIR from the Canadian Pacific Railway states the following under the inspection description "OK No Damage Chassis". The in-gate EIR from the CSX Chicago 59th Street facility states the following "Damages: Components: Bias Tire (listed 5 times), Defect: Skid Flat (listed 3 times), and Bald/Slick (listed twice), Location: Left inside front, Left outside front, Left outside rear, Right inside front, Right inside rear, Roadability: 03-Wheel (listed 5 times)."

ISSUE: The MC states that this was a chassis reposition cross-town move and that they only had the unit in their possession for an hour and twenty minutes. The MC argues that they are being charged for normal wear and tear and that it is highly unlikely that this kind of damage (bald, worn out tires) was done during a cross-town move. The MC feels that CSX should have written a J2 against the CP Railway, and not the MC. The MC further disputes the fact that the damage invoiced is not consistent with the language under Exhibit C, which states that "Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread." The MC is basing their dispute on D.3.d of the UIIA.

EP declines the dispute stating that the unit outgated with no damages noted on the CP Railway EIR, but the ingate EIR indicated damages. EP declines the MC's dispute based on D.3.a.(1), Exhibit A -Item 8 "Tires" and Sections VI.C. and VI.D.(2) of the EP's addendum to the UIIA.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the MC for the following reasons: 1) The repairs noted on the invoice are not consistent with the damage described on the in-gate EIR documentation. The invoice indicates that the repairs were made due to a Why Made code of "Slid Flat". The in-gate EIR shows that the tires were in-gated with "Skid Flat" damage. The terms "Slid" and "Skid" are not interchangeable and there have been previous arbitration cases to illustrate this. 2) In addition, this was a cross-town move. The MC provided sufficient proof (J-1) to show that this was in fact a cross-town move and that the invoice should have been cancelled and processed against the CP railway.

The panel did agree in principle with the EP that the MC is responsible for ensuring that the chassis is in a roadworthy condition prior to pulling the unit from the facility. While it appears the MC accepted this unit for interchange, they may not have fulfilled their obligation under the FMCSR, however the invoice for

repairs is not allocated based on the FMCSR, but instead on the terms and conditions of the UIIA. Had this invoice not involved a cross-town movement and if the repairs on the invoice had been consistent with the damage described on the in-gate EIR documentation, then the EP would have prevailed.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 10, 2012) to make its decision:

D. Equipment Interchange....2. Equipment Interchange Receipts

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]

D. Equipment Interchange....3. Equipment Condition

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

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]**

E. Equipment Use..... 3. Damage to Equipment

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. [Revised 09/01/09]

1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. [Revised 09/01/09]

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Slid Flat damage to tire and/or tube – removal of 4/32 or tread or rubber when compared to the remaining tread.

DECISION: The panel unanimously finds in favor of the MC.

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

GERRY BISAILLON
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier,)	Case Number: 20121002-1-XXE-MR-TRSF
Appellant, and)	
)	
UIIA Equipment Provider,)	Date of Decision: 04/01/2013
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) a Maintenance & Repair (M&R) invoice number 083430, dated 09/11/2012, in the amount of \$00.00. The invoice indicated the following tire repair: "Repair Type: Replace, Damage: Slid Flat, Component: Recap Tire, Location: CRIF, Repair Qty: 1."

The out-gate EIR from the BNSF Railway indicated the following beside "Inspection": "No Damage Found." The in-gate EIR from the M&M Transport/Redbird Yard indicated the following: "LFO: Slid Flat LFI: Slid Flat, LRO: CP PeelDLRI: and RFO: RFI: Slid Flat."

ISSUE: The MC disputes this invoice stating "how can a slid flat be done on just one tire, a slid flat should be on both tires due to brake lockage etc." The MC also argues the fact that they are not receiving the actual repair invoice or any other documentation with the invoice from the EP. The MC is basing their dispute on Sections E.3.a.(1) and exhibit C of the UIIA.

EP did not submit any comments on this claim, but did complete the notice of Intent form.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. At the time of out-gate, the out-gate EIR recorded "No Damage." However, the in-gate reported damages at the time of interchange. The damage reported on the in-gate corresponds to the repair done to the tire. There is no language currently in the UIIA that prohibits the billing of a single "Slid Flat" tire or requires the notation of tire tread depth on the EIR when there is slid flat tire damage. The panel finds that the EP's invoice details sufficient information to comply with the requirements under provision E.3.a.(1) and Exhibit C of the UIIA. Therefore, the MC is responsible for the damages described in invoice number 083430.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 10, 2012) to make its decision:

E. Equipment Use . . . 3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

- 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the

factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Slid Flat damage to tire and/or tube – removal of 4/32 or tread or rubber when compared to the remaining tread.

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

JEFF LANG
Motor Carrier Member

DAVE DALY
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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UIIA Motor Carrier,)	Case Number: 20121002-3-XXE-MR-TRSF
Appellant, and)	
)	
UIIA Equipment Provider,)	Date of Decision: 02/01/2013
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) two Maintenance & Repair (M&R) invoices dated 09/05/2012.

Invoice 1 - Invoice # 082167, in the amount of \$00.00, states the following: "Repair Type: Replace, Damage: Slid Flat, Component: Recap Tire, Location: CLIR, Repair Qty: 1."

The out-gate EIR from the BNSF Railway indicated the following: "Inspection: No Damage Found." The in-gate EIR from the M&M Transport/Redbird Yard indicated the following: "LRO: LRI:Slid Flat."

Invoice 2 – Invoice #082434, in the amount of \$00.00, states the following: "Repair Type: Replace, Damage: Slid Flat, Component: Recap Tire, Location: CLIF, Repair Qty: 1."

The out-gate EIR from the Burlington Northern rail facility indicated "no damage". The in-gate EIR from the M&M Transport/Redbird Yard indicated: "LFO LFI: Slid Flat, LRO: Worn LRI: Worn."

ISSUE: The MC disputed both invoices stating "how can a slid flat be done on just one tire, a slid flat should be on both tires due to brake lockage etc." The MC also argues the fact that they are not receiving the actual repair invoice or any other documentation with the invoice from the EP. The MC is basing their dispute on Sections E.3.a.(1) and exhibit C of the UIIA.

There were no comments received from the EP regarding this case.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. In this case, both out-gates did not record any damage. However, both in-gates reported damages at the time of interchange. The damage reported on both in-gates correspond the repairs done to the equipment. There is no language currently in the UIIA that prohibits the billing of a single "Slid Flat" tire or requires the notation of tire tread depth on the EIR when there is slid flat tire damage. The EIRs documentation relating to both claims suggested that the two adjoining tires were also slid flat, however the fact that the MC was only invoiced for a single tire in each case is supportive of the fact that the tread depth of the tires were measured at some point to determine that the tire the MC is being billed for failed to meet the 4/32nds criteria set forth in Exhibit C. Consequently, under provision E.3.a.(1) the EP has complied with the requirements to provide supporting documentation to establish that the damages were the responsibility of the MC.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 10, 2012) to make its decision:

E. Equipment Use . . . 3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

**Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)**

Motor Carrier Responsibility During the Interchange Period

Tires

Slid Flat damage to tire and/or tube – removal of 4/32 or tread or rubber when compared to the remaining tread.

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

ROBERT CANNIZZARO
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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UIIA Motor Carrier)	Case Number: 20121217-1-XXXT-MR-TRSF
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 03/25/2013
Respondent)	

UNDISPUTED FACTS: The Equipment Provider's (EP) third party billing vendor Midwest Consolidated Chassis Pool (MWCCP) sent the Motor Carrier (MC) two Maintenance & Repair invoices.

Invoice 1 - Invoice No. 105468, dated 12/06/2012 was in the amount of \$00.00. The invoice listed three tire replacements as follows: "Repair Type: Replace, Damage: Slid Flat, Component: Recap Tire, Location, CRCR, CLOF & CLIF." The chassis out-gated at the BNSF Railway on 09/05/2012, with no damage recorded. The chassis in-gated at the M&M Transport/Redbird yard on 9/27/2012 and the following damage was recorded: "LIF LOF Tires Slid F, LAT/ROR Tire Slid F, LAT."

Invoice 2 - Invoice No. 105469, dated 12/06/2012 was in the amount of \$00.00. The invoice listed two tire replacements as follows: "Repair Type: Replace, Damage: Slid Flat, Component: Recap Tire, Locations: CRIR & CROR." The out-gate EIR from the BNSF Railway on 10/19/2012, with no damage recorded. The chassis in-gated at the M&M Transport/Redbird yard on 10/24/12 with the following damage recorded: "L MD FLP TRN, HUB Caps Leak, RIR ROR Tires SLD FLT."

Sample pictures have been provided by the MC, however, BNSF Railway & M&M Transport/Redbird are not AGS equipped & the pictures are not of the tires in this dispute.

ISSUE: The MC argues that the EIR's are not consistent with the description and definition of the damages as it appears in Exhibit C of the UIIA that states "Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread." The MC stated "that in all cases no tread depths were taken so they cannot be compared to anything." The MC bases their dispute on Exhibit C of the UIIA and the AAR rules Section B, Tires & Tubes

The EP responded to the MC's dispute by stating "It is to my understanding that the UIIA does not require tread depth to be recorded." The EP also indicated that the driver whom represents the MC agreed to the EIR documentation and did not dispute the EIR upon in-gate. It was only when the MC was presented with the invoice was there a dispute of the damage being billed. The EP noted that the EIR's clearly show that both units were marked with "Slid Flat".

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. In this case, the EIRs taken at the time of out-gate recorded no damage. However, both in-gates reported damages at the time of interchange. The damage reported on both in-gates corresponds to the repairs done to the tires. The MC's driver had the opportunity to dispute the damage recorded at the time of in-gate, however no disagreement was reported by the driver. In addition, the panel finds that the images submitted in this case are not relevant. Consequently, under

provision E.3.a.(1) and Exhibit C of the UIIA the EP has complied with the requirements to provide supporting documentation to establish that the damages on both invoices are the responsibility of the MC.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (November 12, 2012) to make its decision:

E. Equipment Use . . . 3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

**Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)**

Motor Carrier Responsibility During the Interchange Period

Tires

Slid Flat damage to tire and/or tube – removal of 4/32 or tread or rubber when compared to the remaining tread.

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

DAVE MANNING
Motor Carrier Member

AL SMERALDO
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier)	Case Number: 20140109-4-XXXG-MR-TR
Appellant, and)	
)	Date of Decision: 5/5/2014
UIIA Equipment Provider)	
Respondent)	

UNDISPUTED FACTS: South Atlantic Consolidated Chassis Pool (SACCP) on behalf of the Equipment Provider (EP), sent the Motor Carrier (MC) a maintenance and repair invoice 180785 dated 12/3/2013, in the amount of \$00.00. The invoice stated the following: "Repair Type: Replace, Damage: Flat/Puncture, Component: Tube/Flat Repair, Location: CRIR, Repair Qty: 1."

There was no damage noted on the out-gate EIR. However, the in-gate EIR shows the following: "License plate replace or missing – rear, missing, tire-right inner rear, run flat." The in-gate and out-gate took place at the BNSF Railway, Birmingham, AL.

ISSUE: The MC disputes the invoice stating that the damage does not match the damage described on the in-gate EIR, run flat vs flat damage. The MC is basing their dispute on Section E.3.a.(1) and Exhibit C of the UIIA.

There were no comments received from the EP regarding this case.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The first two panel members were unable to agree upon what the evidence showed. A third panel member was brought in under Exhibit D to the UIIA. The repair made to the equipment did not match the damage described on the in-gate J-1. Section E.4.a of the UIIA states that "damage is the responsibility of the Motor Carrier."

After the maintenance and repair vendor inspected the tire, the vendor determined that the tire was indeed not damaged, and that it was simply a repair of a flat tire. Under Section E.4.b of the UIIA, it states that "Repairs of tires unrelated to damage is the sole responsibility of the provider." In addition, Exhibit C to the UIIA shows that "run flat damage to tire and/or tube" is the responsibility of the Motor Carrier. However, after concluding that the tire was not damaged, the MC is not liable, and the EP is responsible for the invoice.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (August 26, 2013) to make its decision:

E. Equipment Use..... 3. Damage Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

- 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier

is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C to UIIA (Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Run Flat damage to tire and/or tube.

DECISION: The majority of the panel finds in favor of the MC.

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

NEIL DESMOND
Ocean Carrier Member

GERRY BISAILLON
Rail Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
)	
UIIA Motor Carrier	)	Case Number: 20140226-1-XXS-MR-OTH
Appellant, and)	
)	
UIIA Equipment Provider	)	Date of Decision: 05/09/2014
Respondent)	

UNDISPUTED FACTS: Chicago Ohio Valley Consolidated Chassis Pool (COCP), on behalf of the UIIA Equipment Provider, sent the Motor Carrier a maintenance & repair invoice 188271, dated 01/07/2014, in the amount of \$00.00. The invoice states the following "Repair Type: Replace, Damage: Cut, Component: Recap Tire, Location: CLOR, Repair Qty.: 1."

The out-gate EIR shows that the unit was out-gated at the CPG Cincinnati yard on 08/14/2013 showing the following damage: "LOF: 11/32, LIF: 06/32, LOR: 08/32, LIR: 06/32, ROF: 08/32, RIF: 08/32, ROR: 06/32, RIR: 08/32." The in-gate EIR shows that the chassis was dropped off at the Mason Dixon Intermodal facility on 8/19/2013 and shows the following tire damage: "LOR Cut in Sidewall."

ISSUE: The MC disputed the invoice stating that they feel that COCP should be calculating the amount of tread depth used prior to the tire coming into their possession in order to determine the amount of remaining life of the tire. This would in turn determine the amount of the MC's responsibility of that tire damage. The MC is basing their dispute on Sections B. Definition of Terms Item 26, D.2.a, E.3., E.4.a & b.

COCP responded on behalf of the EP by stating that MC is responsible for repairing damage to tires during their possession. If the MC chooses not to repair the damage during their possession, then they are responsible for reimbursing the equipment provider of said repairs, as long as the damage recorded on the inbound inspection was sufficient to document the damage as the MC's responsibility as described in Exhibit C of the UIIA. The EP also stated that UIIA does not allow for prorating the cost of a repair between wear and tear and damage.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel find in favor of the EP. The MC failed to comply under provision D.3.d when the equipment was in-gated with damage noted ("LOR Cut in Sidewall"). Provision E.4.a. and Exhibit C to the UIIA establishes the responsibility of the MC for the disputed invoice. The MC suggests a system of pro-rating the tire repair; however, there is no present provision under the UIIA that would permit such calculation method.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (August 26, 2013) to make its decision:

D. Equipment Interchange..... 3. Equipment Condition

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

- 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]**

E. Equipment Use..... 4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)
Motor Carrier Responsibility During the Interchange Period

Tires

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

JEFFREY LANG
Motor Carrier Member

DAVE DALY
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
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)	
UIIA Motor Carrier)	Case Number: 20140318-6-XXXG-MR-TR
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 07/08/2014
Respondent)	

UNDISPUTED FACTS: Mid-South Consolidated Chassis Pool (MCCP) on behalf of the Equipment Provider (EP) sent the Motor Carrier (MC) a Maintenance & Repair invoice number 201255, dated 02/26/2014, in the amount of \$00.00. The invoice showed the following tire repair: "Repair Type: Replace, Damage: Run Flat, Component: Recap Tire, Location: CLOF, Repair Qty. 1."

The out-gate EIR from Union Pacific (UP), dated 11/19/2013 reports "Damage will not be reported on in-gate or out-gate receipts. Defects will be captured on recorded images." The inbound EIR noted the following: "LFO flat tub suck ck tire wel rr lock handle str an weld rs frt bolster flange" and the in-gate EIR remarks/damages notes states the following: "Tub suk ck tire".

ISSUE: The MC dispute is based on the fact that the invoice does not match the damage described on the in-gate EIR, Run Flat damage versus Flat Damage. The MC bases their claim on Section E.3.a.(1) and Exhibit C of the UIIA.

MCCP responded on behalf of the EP stating that the MC is responsible for repairing damage to tires during their possession. If the MC chooses not to repair the damage during their possession, they then are responsible for reimbursing the EP for the replacement of said repairs, as long as the damage is recorded on the inbound inspection as described in Section E.3.a.(1) and Exhibit C of the UIIA. MCCP also stated that upon removal of the tire for repair, on 11/21/2013, it was determined that the damage was too extensive to repair and the tire was confirmed to be a run flat, with a replacement tire being installed. MCCP declined the MC's dispute per Section E.3.a.(1) and the AAR rules.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The notation on the in-gate interchange is consistent with the determination of a run flat tire for which the equipment provider billed the MC. Exhibit C and provision E.4 of the UIIA identifies the MC as the responsible party for the damage listed in invoice 201255.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (August 26, 2013) to make its decision:

D. Equipment Interchange..... 3. Equipment Condition

- d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

- 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]**

E. Equipment Use..... 3. Damage to Equipment

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C to UIIA
(Added to UIIA on 07/25/07, Last Revised 09/01/09)

Motor Carrier Responsibility During the Interchange Period

Tires

Run Flat damage to tire and/or tube.

DECISION: The majority of the panel finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

DAVE MANNING
Motor Carrier Member

AL SMERALDO
Ocean Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)

UIIA Motor Carrier)
Appellant, and)

UIIA Equipment Provider)
Respondent.)

Case Number: **20140324-1-XXXN-MR-OTH**

Date of Decision: August 8, 2014

UNDISPUTED FACTS: The Equipment Provider (EP) sent the MC three Maintenance & Repair (M&R) invoices as follows:

Invoice 1: 3HC5014, dated 03/03/2014, in the amount of \$00.00 shows the following:

Repair Job	Condition	Why Made	Repair Location	Responsibility
4432-DoorHinge	8-Straighten	02-Bent	RR-Right Rear	D
4419-Door	1-Replace w/New	02-Bent	RR-Right Rear	D
4432-DoorHinge	8-Straighen	02-Bent	LR-Left Rear	D

The out-gate EIR noted no damage. However, the in-gate EIR states the following under inspection information: "4419-Door, RR-Right Rear, 02-Bent. 4432-Doorhinge, RR-Right Rear, 02-Bent."

Invoice 2: 3HC5093, dated 03/06/2014, in the amount of \$00.00 shows the following:

Repair Job	Condition	Why Made	Repair Location	Responsibility
4415-LockRodCam	8-Straighten	02-Bent	RR-Right Rear	D
4441-DoorLockRod	1-Replace w/New	02-Bent	RR-Right Rear	D

The out-gate EIR noted no damage. However, the in-gate EIR states the following under inspection information: "4419-Door, RR-Right Rear, 02-Bent. 4432-Doorhinge, RR-Right Rear, 02-Bent."

Invoice 3: 3HC35015, dated 03/03/2014, in the amount of \$00.00 shows the following:

Repair Job	Condition	Why Made	Repair Location	Responsibility
3355-DOT/MOT BumperHorizontal- 4inch Tubular	1-Replace w/New	02-Bent	R-Rear	D

The out-gate EIR noted no damage. However, the in-gate EIR states the following under inspection information: "3350-DOT/MOT under-ride guard, R-rear, 15-weld broken. 4145-marker light assembly-bulb type, R-rear, 24-burned out. 1116-Radial Tire, RIR-right inside rear, 34-Slid Flat. 1116-Radial Tire, ROR-right outside rear, 34-Slid Flat. 3350-DOT/MOT under-ride guard, R-Rear, 02-Bent."

ISSUE:

Invoices 1 & 2: The MC disputes the invoices based on the fact that these units were sealed at the time of interchange and that the driver was unable to determine that the hinges were damaged or that the lock rod or lock rod cam, were not operational at the time of interchange.

The EP declines the MC's dispute stating that the damage noted was visible damage and should have been noted at out-gate.

Invoice 3: The MC disputes this invoice on the fact that the CSX facility does not allow MCs to note "bent ICC bumpers" on out-gate. The MC stated that CSX will advise the MC to either swap out the chassis or take the chassis as is without noting the damage.

The EP declined the MC's dispute stating that the facility operator does allow MCs to notate the damage. Further, if the driver was given the option to flip chassis and declined, then the driver is responsible for damage noted at the time of the in-gate.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The first two panel members were unable to agree upon what the evidence showed. A third panel member was brought in under Exhibit D to the UIIA and deliberated as follows:

Invoice 1 & 2: The out-gate EIRs in both instances showed no damage at the time of interchange. However, both in-gate EIRs noted damage at the time the equipment was interchanged. Under provision D.3.d. the MC has the responsibility to return the equipment in the same condition as to when it was out-gated and if the equipment is not returned in the same condition, Section D.3.d.(1) sets forth that Exhibits B & C of the Agreement identifies responsibility for repair and/or replacement equipment items during the interchange period. Further, the damages noted in these invoices correspond to the description listed in the in-gate EIRs. Exhibit B and Exhibit C of the UIIA establish the MC's responsibility during the interchange period for these damages. Although the unit was sealed, the repair was to exterior components, which indicates that these components would have been available for inspection even if the doors remained sealed. Accordingly, the third panel member finds for the EP.

Invoice 3: The out-gate EIR noted no damage at the time of interchange. MC argues that they were not permitted to notate the bent bumper damage on the out-gate EIR at the EP's facility, but were given the option to get a chassis swap. The MC's agent made a decision not to swap out the chassis to avoid missing his appointment and therefore accepted an EIR at out-gate that did not accurately reflect the condition of the equipment. Under provision D.2.a. of the UIIA, both parties have a responsibility to describe any damage observable at the time of interchange. Consequently, the equipment was in-gated with damage noted and there was no evidence to support the MC's argument that this condition existed at out-gate. Under provision D.3.d.1) of the UIIA, the MC failed to return the equipment in the same condition as to when it was out-gated. Accordingly, the third panel member finds for the EP.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (February 10, 2014) to make its decision:

D. Equipment Interchange . . . 2. Equipment Interchange Receipts

- 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]**

D.3. Equipment Condition

- d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.
 1. The responsibility of 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]**

Exhibit B – “Repairs made to any item listed in Exhibit B that were a result of damage and not normal Wear and Tear, are the responsibility of the Motor Carrier”

- Door Locking Bar Handles

Exhibit C – “Motor Carrier Responsibility during the Interchange Period”

- Bent (where proper operation or function of unit impaired)
Metal door, gate, sheet, post, crossmember, brace or support

DECISION: The majority of the panel finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

JANICE SCHAUB
Rail Carrier Member

ROBERT CANNIZZARO
Ocean Carrier Member

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

The Equipment Provider reported that Chicago-Ohio Valley Consolidated Chassis Pool (COCP) responded on their behalf by stating that the Motor Carrier is responsible for repairing damage to tires while in their possession. The Equipment Provider noted that if a Motor Carrier chooses not to repair damaged tires, the Motor Carrier then becomes responsible for reimbursing the Equipment Provider for the replacement of said repairs as long as the damage is recorded on the inbound EIR and is sufficient to document the damage as the Motor Carrier's responsibility as described in E.3.a.(1) and Exhibit C of the UIIA. The Equipment Provider reported that the Motor Carrier outgated the unit with no damage from UP Global II on July 7, 2015. The Motor Carrier was provided a copy of the CSX 59th street ingate, dated July 7, 2015, notating LOR tire as being cut/torn, RIR as run flat and ROR as slid flat. At the time of ingate, the Motor Carrier did not notate any dispute with noted damages. The Motor Carrier used the chassis for approximately 150 miles throughout the day on July 7, 2015. The Equipment Provider also noted that "slid flat" is the appropriate damage description for 4/32 or greater tread removal in relation to the remaining tread. In addition, tread depth is not required to be notated. The Equipment Provider believes the tire damage billed is in accordance with the UIIA and is the Motor Carrier's responsibility.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Motor Carrier panel member stated that the driver outgated the equipment with no defects shown. The chassis was ingated showing damage to three tires. If the Motor Carrier had noted the damage on outgate and then ingated with the same damage, it would not have been their responsibility. The Motor panel member does not believe a proper pre-trip inspection was performed. Consequently, the Motor Carrier is responsible for the charges since there is a clean outgate EIR, but ingate shows tire damage.

The Ocean Carrier panel member stated the evidence provided in this case illustrates that the Motor Carrier outgated the chassis with no noted damage to the chassis. Under the agreement, the Motor Carrier will conduct a pre-trip inspection that includes items set forth in Exhibit A, including item (8) Tires. The Ocean panel member noted that the ingate (J1) confirms damage to three (3) tires. Based on this information, the Ocean Carrier finds for the Equipment Provider.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 8, 2015) to make its decision:

- D. Equipment Interchange
 - 2. Equipment Interchange Receipts
 - 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]**

3. Equipment Condition

a. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

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]**

E. Equipment Use

3. Damage to Equipment

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

4. Tires

a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C of the UIIA –

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread.

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK

Motor Carrier Member

JIM MICHALSKI

Ocean Carrier Member

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

The Equipment Provider responded stating that the Motor Carrier is required to fully inspect the unit for damage prior to terminal departure and no damage was reported. The Equipment Provider argues that Exhibit A, Item 8 to the UIIA assigns the Motor Carrier responsibility for visually or audibly checking that tires are not flat and/or have excessive wear. The Equipment Provider feels that if the pre-trip inspection had been properly completed, any pre-existing damage could have been notated on the EIR or the tire could have been repaired prior to departure. The Equipment Provider states that the interchange provided with the arbitration case is a clean outgate, which the Equipment Provider feels supports their position that the damage was not pre-existing. The Equipment Provider believes that since the Motor Carrier was unable to prove that the damage was pre-existing at the time of outgate from the UP facility, the Motor Carrier is responsible for the charges as billed.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Motor Carrier. The Motor Carrier panel member noted that the unit was outgated on September 9, 2015, and ingated on September 10, 2015, but that no damage was reported at either interchange. The J1 noted "Damage is captured on recorded images at AGS locations". The Motor Carrier panel member believes the AGS image nor the photo provided by the Equipment Provider clearly showed a slid flat tire and, further, that the photo was dated twenty-two (22) days after the in-gate interchange. The Motor Carrier panel member does not believe the Equipment Provider provided any factual evidence supporting a slid flat tire while the unit was in the possession of the Motor Carrier. The Rail Carrier panel member agreed stating that the factual documentation presented by the Equipment Provider did not provide sufficient evidence of the slid flat tire damage as defined in Exhibit C of the UIIA.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 8, 2015) to make its decision:

- D. Equipment Interchange
 - 2. Equipment Interchange Receipts
 - 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]**

3. Equipment Condition

d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

- 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]**

Exhibit C of the UIIA

Tires

Slid flat damage to tire and/or tube – removal of 4/32 of tread or rubber when compared to the remaining tread.

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

CASE REVIEWED AND DECIDED BY:

CLIFF CREECH
Rail Carrier Member

JEFFREY LANG
Motor Carrier Member

In the Dispute Between

UIIA MC,
Appellant, and

UIIA EP,
Respondent

Case Number: **20160728-4-XXXG-MR-TR**

Date of Decision: 12/8/16

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	383564	KKLZ602866	6/13/16	Ceres/BNSF	1/11/2016	1/19/2016	6/13/16	6/30/16	No Response from EP	7/28/2016

The Motor Carrier's basis of dispute is Section E.3.a.(1) of the UIIA. The Motor Carrier received an invoice from the Equipment Provider for damage to the left outer rear of the tire (cut to cord). The Motor Carrier outgated the equipment from Ceres terminal in New Orleans, LA, on January 1, 2016, which the Motor Carrier stated is an unmanned gate with an AGS system in place. The equipment was ingated to the BNSF yard on January 19, 2016, which is a manned gate. The Motor Carrier requested that the Equipment Provider provide copies of the recorded images documenting the condition of the equipment at the time of outgate and ingate based on the language in Section E.3.a.(1) as it relates to AGS gate transactions. There was no response from Equipment Provider in regards to the request for the images.

The Motor Carrier believes the UIIA is clear in its guidelines for maintenance and repair invoices. In this case the invoice was associated with an unmanned gate with an AGS system in use. Therefore, the Motor Carrier feels that the Equipment Provider should have provided copies of the recorded images. Absent receipt of this information, the Motor Carrier states that the Equipment Provider is not in compliance with Section E.3.a.(1) and that the invoice in question is invalid.

The Equipment Provider responded to the claim confirming that the New Orleans Terminals is an AGS gate (outgate facility) and that the BNSF facility in New Orleans is a manned gate (ingate facility). The Equipment Provider added that the AGS outgate images show no visible damage to the tires and that something like a cut or gash of this size would have been visible. Since the BNSF is a manned gate, there is no dispute that the cut was there at the time the equipment was ingated. The Equipment Provider believes that if the driver had performed a thorough pre-trip inspection before

pulling the equipment, as required under Exhibit A of the UIIA, a cut in the tire of this size would have been noticed. Therefore, the Equipment Provider feels that the invoice is valid and due.

The Equipment Provider did provide the images from the pool operator (GCCP) and the AGS gate images from Ceres terminal as part of its supporting documentation. The images are uploaded to IMeet as part of the case documentation.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Ocean Carrier panel member stated that the evidence shows that the damage meets the minimum standard of "Tire shoulder and/or thread cut/punctured through one or more piles of fabric when such injury is larger than 1/4" as set forth in Exhibit C to the UIIA and, further, that the damage was evident on ingate but not on outgate. The Ocean Carrier panel member also found that the charges were billed timely according to Section E.3.c.(2).

After receiving confirmation from the Technology & Maintenance Council of the ATA that the damage shown in the pictures met the requirements of Exhibit C as set forth above, the Motor Carrier panel member also found in favor of the Equipment Provider.

Both panel members also determined that the repair invoice was issued in accordance with Section E.3.a.(1).

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (February 8, 2016) to make its decision:

Exhibit C to UIIA - (Added to UIIA on 07/25/07, Last Revised 10/01/14) - Motor Carrier Responsibility During the Interchange Period

Tires –

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

E. Equipment Use

3. Damage to Equipment

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1. To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the

condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

- c. Parties shall invoice repair costs no later than the following timeframes: If Parties are not invoiced within the established timeframes, the right of the Invoicing Party to recover such charges will be lost: **[Revised 01/26/15]**
 - 1. Standard Gate System (manned): Invoices for repair of Damages must be issued no later than 165 calendar days from the date of Interchange at the time the Damage was documented.
 - 2. AGS Gate System (unmanned): Invoices for repair of Damages must be issued no later than 120 calendar days from the date of Interchange at the time the Damage was documented.

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

ROBERT CANNIZZARO
Ocean Carrier Member

FRED HUENNEKENS
Motor Carrier Member

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

In the Dispute Between

UIIA MC,
Appellant, and

UIIA EP,
Respondent

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Case Number: **20161221-17-XXXH-MR-OTH**

Date of Decision: 05/17/2017

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Equipment ID	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	283829343	UPHZ156761	11/04/16	LATC/ELA	09/28/16	09/28/16	11/04/16	11/08/16	12/07/16	12/21/16

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.3.a.(1) and Exbit C of the UIIA. The Motor Carrier believes that the photos provided by the Equipment Provider only show that the brace is bent; however, it is being billed for a complete landing gear set. The Motor Carrier argues that the landing gear was able to be cranked up and down with no issues. The Motor Carrier also stated that it is their opinion the damage was more likely caused by stacking the chassis at the Equipment Provider's facility. The Motor Carrier does not believe replacement of the entire set is justified because the landing gear was in proper working condition. If only the brace was replaced the Motor Carrier would not have been invoiced because the repair costs would be under the \$50 threshold set forth in the UIIA.

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

The Equipment Provider responded to the Motor Carrier's dispute stating the Motor Carrier failed to notate or document ANY damage on the chassis at the time of outgate (clean out). Damage was visible on ingate images (dirty in). Per UIIA rules, damage to chassis is presumed to have occurred while in the Motor Carrier's possession. Chassis landing gear can be damaged in any number of ways. The Equipment Provider also stated that if damage did occur on terminal (per the Motor Carrier's assertion), then the Motor Carrier should have 1) performed their mandated pre-trip inspection and discovered the damage; 2) taken the chassis to roadability to be fixed; and 3) in the event the chassis was outgated without a fix, the Motor Carrier should have reported the damage at the gate. With no notations on the outgate J-1, the Motor Carrier failed to perform its obligations under the UIIA and the FMCSA regulations.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Motor Carrier panel member noted that the outgate interchange did not detail any damage or defects. The ingate photo shows a bent landing gear bracket and the landing gear is pushed back toward the rear of the chassis. When the Provider went to replace the bracket they were not able to reuse the landing gear as it was binding.

The Rail Carrier panel member also finds in favor of the Equipment Provider noting that the AGS photo provided with the claim adequately documents that the landing leg and brace were both bent at the time of the interchange.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (September 19, 2016) to make its decision:

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

Exhibit C to UIIA - (Added to UIIA on 07/25/07, Last Revised 09/19/16)

Motor Carrier Responsibility During the Interchange Period

**Bent (where proper operation or function of unit is impaired)
Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard**

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

JEFFREY LANG
Motor Carrier Member

CLIFF CREECH
Rail Carrier Member

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Rail Carrier panel member noted the invoice was issued in accordance with the UIIA and the Equipment Provider's Addendum. The Motor Carrier panel member stated that the ingate AGS photo documents a slid flat condition per Exhibit C of the UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

UIIA Equipment Provider's - Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

5. INTERCHANGE OF EQUIPMENT AND CONDITION UPON RETURN

- 5.1 EIR Reports and Inspection. In connection with the pre-trip inspection that Motor Carrier must conduct under the UIIA, Motor Carrier must ensure that the EIR is completed at the time any of the Providers Equipment leaves a facility (i.e. upon Interchange to Motor Carrier). Similarly, Motor Carrier must ensure that an EIR and the driver vehicle inspection report required under federal regulation is completed at the time any of the Provider's Equipment is returned to a facility (i.e., upon Interchange back to Provider). Motor Carrier will report to the Provider any Equipment that does not pass the pre-trip inspection that Motor Carrier must conduct under the UIIA. Bad order Equipment may be reported to a maintenance and repair ("M&R") representative at his or her number listed in Schedule 1 or to the Provider's Customer Support at 1-800-876-7281. Motor Carrier will contact an M&R representative at one of the numbers listed on Schedule 1 if the terminal or container yard personnel are refusing to note accurately or completely the condition of the Equipment on the EIR. If Motor Carrier's driver has a request for a repair of an item that is denied at the terminal or yard, the Provider's M&R provider at such terminal or yard will provide signed documentation of the request, its denial and the reason for the denial, and Motor Carrier will not be responsible for any subsequent failure of this item. If the Equipment is missing license plates and/or registrations, Motor Carrier should obtain a replacement by contacting the Equipment Provider's Equipment Planning and Control Department at the number listed in Schedule 1 during normal business hours. Motor Carrier should obtain replacements before out-gate.
- 5.2 Reliance on EIR Information. The dates, times and information shown on the EIR may be used for, among other matters, determining free time, assessing Equipment use charges, verifying damage to Equipment and assessing the condition of the Provider's Equipment with respect to freight claims.
- 5.3 Responsibility for Owner Operators. Motor Carrier will be responsible to the Provider for the performance of the obligations in the Agreement and shall accept responsibility for all owner operators and their leased power units as if they were Motor Carrier's own employees and vehicles.
- 5.4 Direct Interchanges. A direct Interchange occurs when possession and control of the Provider's Equipment is transferred directly from one motor carrier to another motor carrier without the return of the Equipment to a rail terminal or container yard or when, after completion of a move for a particular customer, Motor Carrier performs a new move for a different customer using the

same unit of Equipment. Direct Interchanges are intended to allow for more efficient Equipment flow than would occur if Equipment were required to be returned to the location at which it was received after each movement. the Provider has implemented a web-based Equipment management system that allows online input and tracking of direct Interchanges. If Motor Carrier fails to record the direct Interchange of Equipment from it to another motor carrier as permitted by separate bi-lateral agreement, the Equipment will remain Interchanged to Motor Carrier under the UIIA, and Motor Carrier may be held responsible for per diem charges, M&R expense, Equipment loss or damage and similar events that occurred while the Equipment was in actual possession of another motor carrier. Motor Carrier will not directly interchange the Equipment to a motor carrier that is not a signatory to the UIIA.

- 5.5 Equipment Condition Upon Return. If the Equipment is not returned in the condition described in Section D.3.d of the UIIA, the Provider may assess the full actual cost of any dunnage removal, repairs, rehabilitation or cleaning, subject to a minimum charge per unit of Equipment of \$75 for dunnage removal.

E. Equipment Use

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

CLIFF CREECH
Rail Carrier Member

JEFFREY LANG
Motor Carrier Member

In the Dispute Between

Case Number: **20170602-8-XXXW-MR-TR**

Date of Decision: 08/31/2017

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	286753774	UMXU 267690	04/27/17	UP Global 1/UP Global 1	03/03/17	03/03/17	04/27/17	05/04/17	05/31/17	06/02/17

The Motor Carrier's basis of dispute is Section E.3 of the UIIA. The Motor Carrier feels that the images that the Equipment Provider furnished with the invoice did not provide sufficient evidence that the unit in the image was actually outgated by the Motor Carrier. The Motor Carrier stated that the image provided only showed the tire damage, but did not provide the chassis ID or unit number. The Motor Carrier obtained additional images from the Equipment Provider's website and indicated that these images did not provide any further factual documentation to prove their responsibility for the invoice.

The Equipment Provider responded to the claim indicating that the ingate tire images show the cut/puncture to the LIF tire and also show the same debris as is visible in the repair photo. The Equipment Provider believes the debris that caused the cut, was not present on the outgate images. The Equipment Provider added that in accordance with Exhibit C of the UIIA and its addendum, the Motor Carrier is responsible for "Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than ¼ inch". Consequently, the Equipment Provider believes the images show that the tire ingated Global 1 with the damage and as such the Motor Carrier is responsible for the repair.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Rail Carrier panel member noted that the tire damage was not present or noted on the outgate images/EIR, but was present on the ingate images. The Motor Carrier panel member agreed stating the damage was present and captured properly by AGS.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 1, 2017) to make its decision:

UNION PACIFIC RAILROAD COMPANY, ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of in-gate, UPRR's gatehouse operator will document the time of Interchange and other information on UPRR's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by UPRR's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to UPRR at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by UPRR's gate house operator.

At an AGS gate, any damage to Equipment discovered by UPRR's gatehouse operator or brought to UPRR's later attention, including but not limited to any subsequent inspection by UPRR or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to UPRR at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by UPRR's gatehouse operator or brought to UPRR's later attention. The damage brought to UPRR's later attention must be captured on an AGS image.

- B. At time of out-gate, UPRR's gatehouse operator may perform the same procedures as described in Paragraph A above, at the gatehouse operator's discretion. If the gatehouse operator does not perform an inspection, it will be the responsibility of the Motor Carrier's driver, before departing UPRR's facility, to request an inspection if he or she believes UPRR has caused any damage to the Equipment. If an inspection is performed, it will involve the same procedures as described in Paragraph A above.

In the event a Motor Carrier driver requests an inspection, the gatehouse operator will make appropriate notations of damage on either a J-1 report or the printed receipt from an electronic device, which gatehouse operator will sign and date. If no such request is made by the Motor Carrier's driver before departing the facility, the Motor Carrier will be presumed to have inspected and accepted the Equipment without damage.

- C. The Motor Carrier agrees that future enhancements in technology may allow for camera inspections or other methods of inspection as well as the availability of electronic data interchange ("EDI") of Equipment arrivals and departures, and EDI invoices for Equipment repairs that are the responsibility of Motor Carrier but which have been performed by UPRR.
- D. UPRR provides electronic access to gate inspections, electronic recorded images (if applicable) and copies of J-1 Interchange reports for Motor Carriers at <https://c02.my.uprr.com/iee/DriverSearch.jas?strEventName=DRIVERSEAR>.

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

CHAD PETERSON
Rail Carrier Member

KEVIN LHOTAK
Motor Carrier Member

later. The Motor Carrier also stated that the tread depth cannot be determined from the images provided. Therefore, the Motor Carrier feels they should not be held liable for this tire replacement

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

The Equipment Provider responded to the claim stating that after their review of both invoices, it believes that the Motor Carrier is responsible for damages in both cases. Under the UIIA, the outgates provided in both were clean. The ingates in both show damage. It is completely irrelevant if it was a cross-town move. The Motor Carrier attempted to point towards AAR billing between railroads. That is also irrelevant under the UIIA. No where in the UIIA does it point towards an extrinsic agreement between other parties. This invoice, and this damage is subject to the UIIA. There is no J2 billing process under the UIIA. The Equipment Provider added that had the Motor Carrier provided definitive proof that this damage was pre-existing, then the invoice would be removed from the Motor Carrier's account. Consequently, the Equipment Provider believes charges are valid as billed.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member stated that a part of the dispute raised by the Motor Carrier is that these were cross-town moves and any damage should be considered normal wear and tear. The UIIA does not include any exceptions from reporting damage prior to interchange based on the type of movement involving the equipment. The fact that these were cross-town moves is not material to the damage issue involving either disputed invoice. In addition, the Motor Carrier panel member noted:

- INVOICE #1 - HGIU 504372/TSFZ 568814 - There is no damage listed on the outgate interchange from NS. The Equipment Provider provided an ingate image of the LIF tire that shows something may have punctured the tread when the equipment was returned to UP Global 4. The Equipment Provider provided a post ingate close up image of the tire that clearly shows a bolt has punctured the tread in the same location as the damage visible on the ingate image.
- Section 7.A paragraph 3 of the Equipment Provider's Addendum to the UIIA provides that any damage discovered after the equipment is interchanged will be considered the responsibility of the Motor Carrier provided the damage was captured on an AGS image at the time of interchange. The AGS images and post interchange image supplied by the Equipment Provider meet the requirement of UIIA Section E.3.(a) and UP Addendum Section 7.A.
- The Motor Carrier panel member also noted that circumstances regarding this invoice are similar to the decision reached in Case 20161125-15-DNNH-MR-OTH-UP.
- INVOICE #2 - HGIU 509624/NSFZ 131131 - There is no damage listed on the outgate interchange from NS. The Equipment Provider provided ingate images of the LOF tire that shows the side wall of the tire was cut. The AGS images supplied by the Equipment Provider meet the requirement of UIIA Section E.3.(a).

The Rail Carrier panel member agreed with the finding for the Equipment Provider adding:

- Invoice 1 - TSFZ 568814 – There was no outgate damage notated and clear damage (bolt in tread) on ingate photos. Combined with the repair picture, the bolt location was exactly the same as in the ingate photos.
- Invoice 2 - NSFZ 131131 - There was no outgate damage notated and clear damage (cut in tire) on ingate photo.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 1, 2017) to make its decision:

EQUIPMENT PROVIDERS ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of ingate, EP's gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of ingate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior outgate EIR or outgate Recorded Image provides a copy of this documentation identifying the damage discovered by UPRR's gate house operator.

At an AGS gate, any damage to Equipment discovered by EP's gatehouse operator or brought to EP's later attention, including but not limited to any subsequent inspection by EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of ingate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior outgate EIR or outgate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gatehouse operator or brought to UPRR's later attention. The damage brought to EP's later attention must be captured on an AGS image.

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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]**
- c. If Recorded Images are taken at the time of Interchange, Damage will not be reported on ingate or outgate EIR. The words "Damage is captured on Recorded Images" will be printed on the Equipment Interchange Receipt. All such Recorded Images will be made available for each Party for a period of 1 year from Interchange without charge. **[Revised 11/12/12]**

3. Equipment Condition

- a. Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.
 - 1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**
- d. 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 \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

E. Equipment Use

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member commented that it is not clear from the information in the case file that the Motor Carrier understood the repair charge being billed to them by the Equipment Provider on invoice 289464926, but also noted that their dispute isn't really applicable to the damage being billed. The Motor Carrier panel member further stated:

- There is no damage listed on the outgate interchange from City of Industry, CA.
- The Motor Carrier referenced a bent landing gear in their dispute of the charges billed by the Equipment Provider on invoice 289464926, but the damage actually being billed is related to a bent under ride guard.
- The Equipment Provider has provided an ingate image that clearly shows the ICC bumper is bent more than the 3". This meets the requirement of UIIA Section E.3. (a)(1).

The Rail Carrier panel member agreed stating that there was no damages reported on outgate, but clear damage on ingate on bumper, meeting all requirements of UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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]**

3. Equipment Condition

- a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with

interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier. **[Revised 09/01/09]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Bent (where proper operation or function of unit is impaired)

Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

In the Dispute Between

Case Number: **20171124-37-XXXP-MR-TR**

Date of Decision: 01/31/2018

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	289573669	TSXZ906129	10/03/17	Global 1/Global 4	6/27/17	7/28/17	10/03/17	10/12/17	11/10/17	11/24/17
2	289679299		10/09/17	Dolton/Global 2	7/19/17	7/24/17	10/09/17	10/12/17	11/10/17	11/24/17

The Motor Carrier's basis of dispute is Sections D.2.a. and D.3.d of the UIIA. The Equipment Provider furnished ingate images of the tire for Invoice 1; however the Motor Carrier does not believe the images depicted any damage or a run flat of the LIR tire. The images provided only showed shadows and glares making it impossible to accurately assess the tire tread depth on the provided AGS images. The Motor Carrier believes that the unit was returned in the same condition as when it was outgated, reasonable wear and tear excepted. The Motor Carrier also stated that on Invoice 2 the AGS images provided from the Equipment Provider do not depict a cut spotted to 0/32 inches and the tread depth of the tire cannot be determined. As with the first invoice, the Motor Carrier believes the equipment associated with Invoice 2 was also returned to the Equipment Provider in the same condition as when it was outgated, reasonable wear and tear excepted.

The Equipment Provider responded to the claim stating that the Motor Carrier is required to perform a thorough inspection of the unit prior to accepting for interchange. The Equipment Provider noted that according to the documentation associated with Invoice 1, the unit outgated with no damage notated. The unit then ingated with a concave tire, which is an indication of a flat condition. The Equipment Provider also indicated that the pre-repair photos show the tubing of the tire shredded inside. In accordance with Exhibit A, Item 8.a., the Equipment Provider indicated that the Motor Carrier

is to check for under inflation of tires (among other items) prior to accepting the unit for interchange. The Equipment Provider added that Exhibit C of the UIIA includes damage to a run flat tire and/or tube during the interchange period as the Motor Carrier's responsibility. Consequently, the Equipment Provider believes Invoice 1 should stand.

In regards to Invoice 2, the Equipment Provider noted that there was a typographical error on the outgate interchange documentation in regards to the alpha portion of the equipment identification number. The outgate references NSFZ for the chassis ID and it should be NSPZ as evidenced by the AGS images. The Equipment Provider believes this invoice is also valid as billed as both the AGS tire images and the pre-repair photo show that the tire suffered a major injury cutting through numerous treads exceeding well beyond a 1/4 inch. If the Motor Carrier alleges the condition was pre-existing, then it should have discovered the damage during its pre-trip inspection and corrected the condition prior to departing the ramp.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider for the following reasons:

- Invoice 1 - The LIR tire is concave. It definitely appears to be flat. Additionally, a close examination of the LOR tire visible on TSXZ 906129 G4 INGATE FULL - Invoice 1 AGS gate image shows that the outside tire was noticeably scuffed or scrapped. That suggests the tires impacted something. No damage was listed on the outgate interchange from CP for either the LIR or LOR tires. The LIR tire was flat when it arrived at the rail. As a result, the Motor Carrier is responsible for the damage.
- Invoice 2 - There is no damage listed on the outgate interchange from CP. The Equipment Provider has provided ingate images of the LOF tire that shows the tire was cut across several treads. The Equipment Provider provided post ingate images of the tire that clearly show the tread was cut through more than one plies of fabric at the shoulder. This meets the requirement for Motor Carrier responsibility listed in Exhibit C. In addition, Section 7.A paragraph 3 of the Equipment Provider's Addendum to the UIIA provides that any damage discovered after the equipment is interchanged will be considered the responsibility of the Motor Carrier provided the damage was captured on an AGS image at the time of interchange. Both panel members believe the AGS images and post interchange image supplied by the EP meet the requirement of UIIA Section E.3. (a) and EP's Addendum Section 7.A.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

UIIA EQUIPMENT PROVIDERS ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of in-gate, the rails gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is

prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gate house operator.

At an AGS gate, any damage to Equipment discovered by EP's gatehouse operator or brought to EP's later attention, including but not limited to any subsequent inspection by EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gatehouse operator or brought to EP's later attention. The damage brought to EP's later attention must be captured on an AGS image.

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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]**

3. Equipment Condition

- d. 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 \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit A to UIIA

- 8. Tires (Check that the following conditions are **not** present.)
 - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
 - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
 - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
 - d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less

in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

- Previous binding arbitration case decisions that involve similar and identical circumstances related to responsibility for floor damage when container is sealed have found that the Motor Carrier is not responsible for these damages.

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

The Equipment Provider responded to the claim stating that they generated the invoice and sent it out to the Motor Carrier on 11/29/17. The Motor Carrier did not respond in regards to the invoice until 1/31/18, which is past the timeframe for the Motor Carrier to dispute the charges. The Equipment Provider confirmed that the invoice was sent by mail, to the following address: 6205 West 101 Street, Chicago Ridge, IL 60415 and via e-mail contact with the following: -----@-----com. The address and e-mail on file with the UIIA on the date of 11/29/17 was 6205 West 101 Street, Chicago, IL 60415, which was the same address listed with the Equipment Provider. The primary e-mail address listed in the UIIA at the time of billing was -----@-----com with a secondary e-mail address of: -----@-----com. The Equipment Provider also noted that based on the photo and the TIR copy, it is clear that the container was heavily damaged while in the Motor Carrier's possession and not associated with normal wear and tear. Therefore, the Equipment Provider feels that based on UIIA (Exhibit B), the Motor Carrier is responsible for the floor damage unless it is associated with normal wear and tear so the invoice 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 indicated that the Motor Carrier was unable to inspect the interior of the container at the time of outgate because the container was sealed. Consequently, the Motor Carrier had no way to report any interior damage at the time of outgate. The Ocean Carrier panel member also finds in favor of the Motor Carrier noting that the container was sealed; therefore, the Motor Carrier could not perform an inspection of the floor prior to outgate.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (September 16, 2017) to make its decision:

D. Equipment Interchange

3. Equipment Condition

- a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

- d. 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]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of an AGS gate transaction such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 09/16/17]**

G. General Terms

14. Notices

- c. In the event it becomes necessary for the Provider to suspend a Motor Carrier's interchange privileges for non-payment of outstanding invoices, Provider shall notify Motor Carrier, via confirmed facsimile, e-mail or letter, no less than 3 business days prior to suspension, that unless the outstanding issue is resolved, suspension of interchange privileges may occur. The final notification shall include contact information necessary for the Motor Carrier to resolve the outstanding issue. **[Revised 04/26/05]**

EXHIBIT C TO UIIA (Added to UIIA on 07/25/07, Last Revised 09/19/16)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

Removable Items

Missing chains, binders and cables
Missing tarpaulins and securements
Missing tarpaulins bows
Missing rear header bar
Missing bulkhead

Cut or Torn (through the thickness of metal)

Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

Bent (where proper operation or function of unit is impaired)

Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

Missing Items

DOT Under Ride Guard
Door or Gate
Removable side or section
Refrigeration unit parts

Interior

Interior not free of dunnage, bracing and/or debris
Contamination

Other

Correction of temporary repairs

Citations

Citations may be rebilled from the owner to the user of the equipment

The foregoing list does not include Defects as defined in Section B, Definitions of Terms.

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

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

JIM MICHALSKI
Ocean Carrier Member

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The panel noted the following:

- The Motor Carrier accepted a chassis that, in their words, had a bumper where "the bend is very slight and would not affect the functionality of the chassis". The Equipment Provider advised that, upon return, "the DOT Underride Guard is bent more severely, and is now past the 3" limit, and is DOT condemnable and needs repair". The images provided illustrate a change in the condition of the bumper.
- The chassis had non-condemnable wear and tear at the time of interchange to the Motor Carrier, but was interchanged back to the Equipment Provider with condemnable damage.
- The Motor Carrier further mentions the "discrepancies that we see between checkers upon ingate and outgate". It should be noted the Motor Carrier has the opportunity and responsibility to verify the condition of the equipment upon receipt and not rely on the checkers.
- The party causing damage to equipment to the extent that the equipment is no longer serviceable is responsible for the cost of repair.
- It is apparent from the pictures and case facts that excessive damage was sustained while the equipment was in the Motor Carrier's possession.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

D. Equipment Interchange

3. Equipment Condition

- a. Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

- 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

Exhibit C to UIIA - (Added to UIIA on 07/25/07, Last Revised 09/19/16)

Motor Carrier Responsibility During the Interchange Period

Bent (where proper operation or function of unit is impaired)

Metal door, gate, sheet, post, crossmember, brace or support

DOT Under Ride Guard

The foregoing list does not include Defects as defined in Section B, Definitions of Terms.

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

GORDON GRAHAM
Rail Carrier Member

KEVIN LHOTAK
Motor Carrier Member

- After customer completed the unloading of cargo, the remaining portion of the container floor continued to breakdown. Motor Carrier returned to the container to the Equipment Provider as instructed.

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

The Equipment Provider responded to the Motor Carrier's dispute stating that it is clear negligence on the Motor Carrier's part for not protecting the equipment while in the Motor Carrier's possession. Section D.3.d. of the UIIA states, "Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted". Equipment Provider believes that this was not a case of normal wear and tear & that the Motor Carrier is responsible for the invoice.

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 indicated that the Motor Carrier was unable to inspect the interior of the container at the time of outgate because the container was sealed. Consequently, the Motor Carrier had no way to report any interior damage at the time of outgate. The Ocean Carrier panel member also finds in favor of the Motor Carrier noting that the container was sealed; therefore, the Motor Carrier could not perform an inspection of the floor at the time of outgate.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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.

3. Equipment Condition

- Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

- d. 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]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

EXHIBIT A TO UIIA

As referenced in Sections D.3.a.1 and F.4.b. **(Added to UIIA 1/17/08)**

The following list sets forth those items, which the Motor Carrier has responsibility for visually or audibly checking prior to use of the Equipment:

- 1. Chassis Twist Locks and Safety Latches – (Check that twist locks and safety latches are engaged and properly secured.)
- 2. Slider Pins – (Check that slider pins are engaged for all sliding chassis.)
- 3. Bolsters (Check that bolsters are not bent and the container can be secured properly.)
- 4. Landing Legs (Check that Landing legs are in 90 degree position and they move up and down properly.)
- 5. Sand Shoes (Check that sand shoes or dolly wheels are attached to landing legs and secure.)
- 6. Crank Handles (Check that handle is attached, secure and operable to move landing legs up and down.)
- 7. Mud Flaps – (Check that mud flaps are whole and properly secured.)
- 8. Tires (Check that the following conditions are **not** present.)
 - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
 - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
 - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)

- d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.
- 9. Rims (Check that rims are not cracked and/or bent.)
- 10. Rear Underride Guard ("ICC Bumper") (Check that Guard is in place and not bent under the frame.)
- 11. Electrical Wiring/Lights – (Check that lights are in working order.)
- 12. Reflectors/Conspicuity Treatments (Check for reflector lenses and presence of conspicuity tape or bar on the 3 visual sides of the chassis.)
- 13. Brake Lines, Including Air Hoses and Glad Hands – (Check for audible air leaks and proper pressurization only.)
- 14. Current License Plate (Check to see that it is affixed to equipment.)
- 15. Proper Display of Hazardous Cargo Placards, In Accordance with Shipping Papers
- 16. Display of Current Non-expired Federal Placards or Stickers (Check to see that it is affixed to equipment.)

The foregoing list does not include latent defects unless caused by or resulting from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors or subcontractors during the Interchange Period. The foregoing list is without imitation of any federal or state legal requirements applicable to Motor Carrier with respect to use or operation of Equipment. **[Revised 1/17/05]**

EXHIBIT C TO UIIA (Added to UIIA on 07/25/07, Last Revised 09/19/16)

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

Removable Items

Missing chains, binders and cables

Missing tarpaulins and securements

Missing tarpaulins bows
Missing rear header bar
Missing bulkhead

Cut or Torn (through the thickness of metal)

Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

Bent (where proper operation or function of unit is impaired)

Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

Missing Items

DOT Under Ride Guard
Door or Gate
Removable side or section
Refrigeration unit parts

Interior

Interior not free of dunnage, bracing and/or debris
Contamination

Other

Correction of temporary repairs

Citations

Citations may be rebilled from the owner to the user of the equipment

The foregoing list does not include Defects as defined in Section B, Definitions of Terms.

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

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

JIM MICHALSKI
Ocean Carrier Member

In the Dispute Between

Case Number: **20171124-37-XXXP-MR-TR**

Date of Decision: 01/31/2018

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	289573669	TSXZ906129	10/03/17	Global 1/Global 4	6/27/17	7/28/17	10/03/17	10/12/17	11/10/17	11/24/17
2	289679299		10/09/17	Dolton/Global 2	7/19/17	7/24/17	10/09/17	10/12/17	11/10/17	11/24/17

The Motor Carrier's basis of dispute is Sections D.2.a. and D.3.d of the UIIA. The Equipment Provider furnished ingate images of the tire for Invoice 1; however the Motor Carrier does not believe the images depicted any damage or a run flat of the LIR tire. The images provided only showed shadows and glares making it impossible to accurately assess the tire tread depth on the provided AGS images. The Motor Carrier believes that the unit was returned in the same condition as when it was outgated, reasonable wear and tear excepted. The Motor Carrier also stated that on Invoice 2 the AGS images provided from the Equipment Provider do not depict a cut spotted to 0/32 inches and the tread depth of the tire cannot be determined. As with the first invoice, the Motor Carrier believes the equipment associated with Invoice 2 was also returned to the Equipment Provider in the same condition as when it was outgated, reasonable wear and tear excepted.

The Equipment Provider responded to the claim stating that the Motor Carrier is required to perform a thorough inspection of the unit prior to accepting for interchange. The Equipment Provider noted that according to the documentation associated with Invoice 1, the unit outgated with no damage notated. The unit then ingated with a concave tire, which is an indication of a flat condition. The Equipment Provider also indicated that the pre-repair photos show the tubing of the tire shredded inside. In accordance with Exhibit A, Item 8.a., the Equipment Provider indicated that the Motor Carrier

is to check for under inflation of tires (among other items) prior to accepting the unit for interchange. The Equipment Provider added that Exhibit C of the UIIA includes damage to a run flat tire and/or tube during the interchange period as the Motor Carrier's responsibility. Consequently, the Equipment Provider believes Invoice 1 should stand.

In regards to Invoice 2, the Equipment Provider noted that there was a typographical error on the outgate interchange documentation in regards to the alpha portion of the equipment identification number. The outgate references NSFZ for the chassis ID and it should be NSPZ as evidenced by the AGS images. The Equipment Provider believes this invoice is also valid as billed as both the AGS tire images and the pre-repair photo show that the tire suffered a major injury cutting through numerous treads exceeding well beyond a 1/4 inch. If the Motor Carrier alleges the condition was pre-existing, then it should have discovered the damage during its pre-trip inspection and corrected the condition prior to departing the ramp.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider for the following reasons:

- Invoice 1 - The LIR tire is concave. It definitely appears to be flat. Additionally, a close examination of the LOR tire visible on TSXZ 906129 G4 INGATE FULL - Invoice 1 AGS gate image shows that the outside tire was noticeably scuffed or scrapped. That suggests the tires impacted something. No damage was listed on the outgate interchange from CP for either the LIR or LOR tires. The LIR tire was flat when it arrived at the rail. As a result, the Motor Carrier is responsible for the damage.
- Invoice 2 - There is no damage listed on the outgate interchange from CP. The Equipment Provider has provided ingate images of the LOF tire that shows the tire was cut across several treads. The Equipment Provider provided post ingate images of the tire that clearly show the tread was cut through more than one plies of fabric at the shoulder. This meets the requirement for Motor Carrier responsibility listed in Exhibit C. In addition, Section 7.A paragraph 3 of the Equipment Provider's Addendum to the UIIA provides that any damage discovered after the equipment is interchanged will be considered the responsibility of the Motor Carrier provided the damage was captured on an AGS image at the time of interchange. Both panel members believe the AGS images and post interchange image supplied by the EP meet the requirement of UIIA Section E.3. (a) and EP's Addendum Section 7.A.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

UIIA EQUIPMENT PROVIDERS ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.

- A. At time of in-gate, the rails gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is

prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gate house operator.

At an AGS gate, any damage to Equipment discovered by EP's gatehouse operator or brought to EP's later attention, including but not limited to any subsequent inspection by EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gatehouse operator or brought to EP's later attention. The damage brought to EP's later attention must be captured on an AGS image.

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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]**

3. Equipment Condition

- d. 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 \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit A to UIIA

- 8. Tires (Check that the following conditions are **not** present.)
 - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
 - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
 - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
 - d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less

in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member commented that it is not clear from the information in the case file that the Motor Carrier understood the repair charge being billed to them by the Equipment Provider on invoice 289464926, but also noted that their dispute isn't really applicable to the damage being billed. The Motor Carrier panel member further stated:

- There is no damage listed on the outgate interchange from City of Industry, CA.
- The Motor Carrier referenced a bent landing gear in their dispute of the charges billed by the Equipment Provider on invoice 289464926, but the damage actually being billed is related to a bent under ride guard.
- The Equipment Provider has provided an ingate image that clearly shows the ICC bumper is bent more than the 3". This meets the requirement of UIIA Section E.3. (a)(1).

The Rail Carrier panel member agreed stating that there was no damages reported on outgate, but clear damage on ingate on bumper, meeting all requirements of UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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]**

3. Equipment Condition

- a. **Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with

interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier. **[Revised 09/01/09]**

Exhibit C to UIIA

Motor Carrier Responsibility During the Interchange Period

Bent (where proper operation or function of unit is impaired)

Metal door, gate, sheet, post, crossmember, brace or support
DOT Under Ride Guard

DECISION: The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

TIM WILLIAMS
Rail Carrier Member

In the Dispute Between

Case Number: **20190607-43-XXXP-MR-TR**

Date of Decision: 02/11/2020

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	299561470	TSFZ551517	3/28/19	CP Schiller Park/UP Global 1	2/21/19	2/21/19	3/28/19	4/24/19	5/23/19	6/7/19
2	300028477	EMHU270791	4/23/19	CP Schiller Park/UP Global 2	2/23/19	1/13/19	4/23/19	4/24/19	5/23/19	6/7/19

The Motor Carrier is disputing two repair invoices. The basis of the disputes are related to Section D.2.a., D.3.d. and E.3.a.(2) of the UIIA. For **Invoice 1**, the Motor Carrier states that this was a crosstown move from CP Schiller Park (non-AGS facility) to UP Global 1 (AGS facility). The Equipment Provider issued an invoice for cut/torn tire on the LOF. The Motor Carrier does not believe the AGS image provided by the Equipment Provider shows the damage being billed. The AGS image is not marked where there is a supposed cut/tear to the tire. The Motor Carrier argues that for a repair invoice to be valid it must detail the repairs done and also include factual documentation supporting the Equipment Provider's determination that the Motor Carrier is responsible for the repair. The Motor Carrier believes the invoice is not valid as there was not sufficient evidence provided to prove the tire was cut/torn and the Motor Carrier believes the equipment was returned in the same condition it was received reasonable wear and tear excepted.

For **Invoice 2**, the Motor Carrier states that this was also a crosstown move that outgated at a non-AGS facility and ingated at an AGS facility. The Equipment Provider issued an invoice for LSC cut/torn container. The Motor Carrier argues that the damage was pre-existing and they returned the equipment to the Equipment Provider in the same condition it was received, reasonable wear and tear excepted. The Motor Carrier also presented

a previous J1 in-gate receipt that showed a different Motor Carrier ingating the same equipment at a Norfolk Southern yard with the same damage written up. The Motor Carrier believes they are not responsible for the charges based on D.3.d. of the UIIA.

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

The Equipment Provider responded to the claim regarding both invoices. For **Invoice 1**, the Equipment Provider stated that the fact that this involved a crosstown move is irrelevant as the UIIA is the contractual agreement between the Motor Carrier in possession of the unit reported under their interchange with the Equipment Provider. The Equipment Provider stated that the unit outgated with no tire damage noted and ingated on the same day with the tire visibly off the rim. A review of the pre-repair photos contributed the damage to the root cause of a cut torn tire, which the Motor Carrier was billed for. Consequently, the Equipment Provider believes that Invoice 1 is valid as billed.

For **Invoice 2**, the Equipment Provider stated that the unit outgated with no damage reported. The unit ingated Global 2 with visible cuts near the top of the container's LSC. If this condition was present at outgate, Section D.2.a. states that the Motor Carrier shall report the condition of the equipment at the time of interchange. There was no outgate documentation provided containing the LSC panel damage notation. The Equipment Provider indicated that the previous J1 that the Motor Carrier provided was a repair that took place as a result of additional damage detected at the Global 2 ingate over three and half months earlier on 9/27/18. The Equipment Provider indicated that they inspected the container on 11/9/18 and no repairable damage was detected at that time. Since the unit outgated with a clean EIR and ingated with damage noted, the Equipment Provider believes that Invoice 2 is also correct as billed.

DECISION:

Invoice 1 - #299561470

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the Motor Carrier panel member found in favor of the Motor Carrier stating that pursuant to Section E.3.a.(2) of the UIIA, the photographic evidence is very unclear and does not show a cut/torn tire for which the Motor Carrier was invoiced. Based on the evidence submitted there is not enough factual information to support the charge back to the Motor Carrier. The Rail Carrier panel member disagreed finding in favor of the Equipment Provider noting the EQ owner's documentation does support a repair for cut/torn; it does clearly show that the tire bead is off the rim indicating damage.

Because the modal members could not reach a consensus, the senior DRP panel was brought in to render the final decision on Invoice 1 pursuant to Exhibit D.3 of the UIIA.

Based on the documentation presented, the senior arbitration panel members rendered the decision in favor of the Motor Carrier on **invoice 1** for the full amount. It was the consensus of all three senior arbitration panel members that the images provided did not provide evidence of a cut/torn tire. Therefore, the senior arbitration agreed that the Equipment Provider did not comply with Section E.3.a.(2) by providing sufficient documentation to support the repair being billed.

Invoice 2 - #300028477 - After careful review of all documents and the evidence submitted by the parties, the modal panel members unanimously find in favor of the Equipment Provider. The Motor Carrier panel member noted that the Motor Carrier did not report any damage at time of outgate. Per section D.2.a. of the UIIA, any observable damage must be reported at time of interchange. At the time of ingate there was reportable damage.

Even if the Motor Carrier did not cause the damage, unfortunately they are still held responsible to report damage at time of outgate. The Rail Carrier panel member agreed stating that the application of photos showing that a defect in the same area prior to this transaction does not automatically equal pre-existing condition. It is correct that the EP failed to follow the rules in place to seek J2 coverage for this invoice. However, that is an agreement between railroads and is outside UIIA. Consequently, based solely on the terms of the UIIA and the lack of evidence to sufficiently prove the damage condition was pre-existing, I find in favor of the Equipment Provider. .

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:

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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]**

3. Equipment Condition

- d. Motor Carrier will reinspect and recertify the Equipment if the existing inspection will expire prior to the Motor Carrier's return of the Equipment to the Provider. This provision is only applicable to the Provider of the Chassis. **[Revised 06/08/15]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
 - 2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Exhibit C to UIIA, Motor Carrier Responsibility during the Interchange Period (Added to UIIA on 07/25/07, Last Revised 10/01/18)

Tires

Tire sidewall, shoulder and/or tread cut/punctured/damaged exposing belt material

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat Damage to tire and/or tube

Missing Tire, tube or rim

EXHIBIT D TO THE UIIA, BINDING ARBITRATION PROCESS GUIDELINES (Added to UIIA on 8/1/08) (Last Revised 09/16/17)

3. A two-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one IIEC member from each mode involved in the dispute. In the event that the arbitrators from the involved modes cannot agree on a resolution of this dispute, a decision will be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson. **[Revised 09/16/17]**

DECISION: **Invoice 1 - #299561470** - The Senior DRP Panel unanimously finds in favor of the Motor Carrier.

Invoice 2 - #300028477 - The panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

DAVE HENSAL
Motor Carrier Modal Panel Member

JEREMY LASKOS
Rail Carrier Modal Panel Member

DAVE MANNING
Motor Carrier Senior DRP Panel Member

AL SMERALDO
Ocean Carrier Senior DRP Panel Member

BILL TRAUB
Rail Carrier Senior DRP Panel Member

Regarding the Motor Carrier's argument that a bud wheel cannot be slid flat, the Equipment Provider believes this is not an accurate statement. The Equipment Provider stated that there are many factors that can cause a single slid flat (i.e. unequal tread depths, different tire pressures, etc.). The Equipment Provider indicated that for the unit in question, both tires on the same wheel set were slid flat (RIR and ROR) and both were replaced. The Motor Carrier was only billed for the ROR tire as the photographic evidence of the slid fat at the ingate on the RIR tire was not clear enough to hold the Motor Carrier responsible for this repair. The Equipment Provider also noted that the gate technology used at this facility was photographic evidence at ingate and manual reporting at the outgate. The method of reporting defects does not have to be the same at both points of the interchange. This was previously upheld by a prior arbitration decision (20161117-1-XXXV-MR-TR). In addition, tread depth of a tire has never been a required measurement at the time of interchange.

For the reasons identified above, the Equipment Provider believes the invoice is valid and should stand as billed.

DECISION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the Rail Carrier panel member found in favor of the Equipment Provider stating that based upon the evidence submitted it is her assessment that the unit was in good working order at the time of outgate. The IEP presented a reference noting that the unit had a pre-trip inspection 2 days prior to outgate by the carrier indicating that the unit did have some attention to the basic components of the unit. This process would be validated by the drivers required level one inspection with the clerk. The only real documentation that is present is a clean outgate and visible damage at ingate.

The Motor Carrier panel member found in favor of the Motor Carrier noting the IEP's responses to the potential root causes are speculative in nature, with numerous "what if's" that weren't identified and that could have been a result of faulty maintained equipment. In addition, there is no evidence that the driver used his trolley brake to override the ABS system. Such deliberate and negligent action by the driver would have resulted in slid flats to multiple sets of wheels and tires. There is no such photographic evidence that was submitted that indicates that slid flats were present to any other set of tires on this chassis. Because of such reasoning, the tires could have been in this condition and undetectable to the driver during his pre-trip inspection due to slid flat being in direct contact with the ground, as well as the time of day (2:49 am), or a failure within the ABS system.

In addition, in cases where a slid flat tired is identified, it would be prudent and expected, in this panel member's opinion, that the IEP immediately perform a download of the ECU and include that with the invoice as supporting documentation. It is not equitable to find the Motor Carrier at fault exclusively on the EIR documentation provided due to the speculations surrounding the potential causes of a single slid flat, as well as previous concerns raised by Motor Carriers regarding "split gate" operations and the lack of tread depth measurements at both the ingate and outgate despite there being no current language within the UIIA requiring such measurements to be taken.

Because the modal members could not reach a consensus, the senior DRP panel was brought in to render the final decision pursuant to Exhibit D.3 of the UIIA.

Upon review of the information submitted with the claim, the senior arbitration panel found the case in favor of the Equipment Provider. It was the consensus of the senior arbitration panel members that the Equipment Provider did in fact properly document and identify the repairs billed. There were no previous indications that there were brake issues and therefore, the senior panel members find that the tire repair bill meets the definition for a slid flat tire in accordance with Exhibit C of the UIIA. Exhibit C states, "Slid Flat Damage to tire and/or Tube – removal of tread or rubber to 2/32

inches of remaining tread depth or less in the affected area(flat spot) while the remaining unaffected tread depth is more than 4/32 inches". The senior panel members agreed that the Equipment Provider complied with providing the documentation and images to support their billing.

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:

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
- 2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**
- d. A Provider cannot require the Motor Carrier to return the physical carcass of a tire. **[Added 08/01/18]**

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

Brake adjustments on trailers or chassis (1)

Brake and brake component repairs (2)

Tires and Tubes, renewals, repairs or replacement

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.

Exhibit C to UIIA, Motor Carrier Responsibility during the Interchange Period (Added to UIIA on 07/25/07, Last Revised 10/01/18)

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

EXHIBIT D TO THE UIIA, BINDING ARBITRATION PROCESS GUIDELINES (Added to UIIA on 8/1/08) (Last Revised 09/16/17)

3. A two-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one IIEC member from each mode involved in the dispute. In the event that the arbitrators from the involved modes cannot agree on a resolution of this dispute, a decision will be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson. **[Revised 09/16/17]**

DECISION: The Senior DRP Panel unanimously finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

LaVERSIA (ELLE) SPENCER
Rail Carrier Modal Panel Member

ROBERT LOYA
Motor Carrier Modal Panel Member

DAVE MANNING
Motor Carrier Senior DRP Panel Member

GORDON GRAHAM
Rail Carrier Senior DRP Panel Member

AL SMERALDO
Ocean Carrier Senior DRP Panel Member

DECISION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the Motor Carrier panel member found in favor of the Motor Carrier stating that the photos did not provide sufficient evidence to support a slid flat or that they showed there is enough tread missing to call it a slid flat.

The Rail panel member found in favor of the Equipment Provider stating the Equipment Provider provided evidence that both tires on the same axle were replaced and met the definition of slid flat. In looking at a close-up image of the slid flat on the subject tire pre-repair, the same pattern is evident on the close-up image provided at IG (specifically the oval pattern of the slid flat and the tread deformation within the slid flat). While portions of the IG image are blurred by light reflection, the image provides sufficient evidence that the slid flat on the subject tire upon repair also existed upon IG by the Motor Carrier.

Because the modal members could not reach a consensus, the senior DRP panel was brought in to render the final decision pursuant to Exhibit D.3 of the UIIA.

Upon review of the information submitted with the claim, the senior arbitration panel found the case in favor of the Motor Carrier. It was the consensus of all three senior arbitration panel members that the Equipment Provider did not provide sufficient evidence to support that the Motor Carrier was responsible for the damage. The senior arbitration panel noted there was no documentation showing that the slid flat tire met the definition of a slid flat in accordance with Exhibit C of the UIIA. Exhibit C states, "Slid Flat Damage to tire and/or Tube – removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area(flat spot) while the remaining unaffected tread depth is more than 4/32 inches". Although photos were provided, there was not adequate proof of the 4/32nd differential and that the remaining tire tread was less than 2/32nds. Therefore the senior arbitration panel agreed that the Equipment Provider did not comply with Section E.3.a.(2) of the UIIA by providing adequate factual documentation to support the damage billed.

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:

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
- 2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the

Equipment at the time of that Interchange. **[Revised 10/01/18]**

4. Tires

- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**

Exhibit C to UIIA, Motor Carrier Responsibility during the Interchange Period (Added to UIIA on 07/25/07, Last Revised 10/01/18)

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

EXHIBIT D TO THE UIIA, BINDING ARBITRATION PROCESS GUIDELINES (Added to UIIA on 8/1/08) (Last Revised 09/16/17)

- 3. A two-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one IIEC member from each mode involved in the dispute. In the event that the arbitrators from the involved modes cannot agree on a resolution of this dispute, a decision will be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson. **[Revised 09/16/17]**

DECISION: The Senior DRP Panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Modal Panel Member

GORDON GRAHAM
Rail Carrier Modal Panel Member

DAVE MANNING
Motor Carrier Senior DRP Panel Member

AL SMERALDO
Ocean Carrier Senior DRP Panel Member

BILL TRAUB
Rail Carrier Senior DRP Panel Member

the damage recorded on the inbound inspection was sufficient to document the damage as the Motor Carrier's responsibility as described in Exhibit C of the UIIA.

- SACP stated that there are prior arbitration rulings that address that the term "Flat Spot" is not appropriate terminology as it could be a result of uneven tread wear. However, these decisions do not address that the term "Slid" is not appropriate terminology for "Slid Flat" tire damage.
- "Slid" identifies that the tire was "Slid" across the ground and is sufficient terminology that enough tread was removed to meet the UIIA "Slid Flat" requirements, supported by the M&R vendor's replacement of the tires for slid flat tire damage.
- SACP feels that the Motor Carrier is responsible for the LIF/LOF slid flat tires, as notated on the ingate interchange and was accepted by their driver.

DECISION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the Motor Carrier panel member found in favor of the Motor Carrier stating both the Motor Carrier and the Equipment Provider's arguments center around the terminology used on the ingate interchange receipt. The Motor Carrier argues that Slid is not interchangeable with Slid Flat. The Equipment Provider argues that Slid is interchangeable with Slid Flat. Part of the response from the Equipment Provider contains previous DRP cases where it was ruled that Flat Spot was not interchangeable for Slid Flat. Those cases refer to the fact that there is no definition for Flat Spot in the UIIA as the basis for finding in favor of the Motor Carrier. The Motor Carrier panel member stated that that same logic applies in this case; that there is no definition for Slid, so it is not interchangeable with Slid Flat. The Ocean Carrier panel member found in favor of the Equipment Provider noting the ingate EIR clearly notates damage to the LIF and LOF tires noting 'SLID' to indicate the tires had been drug across the pavement to the point of removing substantial tread. The omission of the word 'FLAT' after describing the tires as 'SLID' does not release the Motor Carrier from responsibility on semantics. In addition, the driver signed the EIR accepting the notated damages without comment at time of interchange.

Because the modal members could not reach a consensus, the senior DRP panel was brought in to render the final decision pursuant to Exhibit D.3 of the UIIA.

Upon review of the information submitted with the claim, the senior arbitration panel found the case in favor of the Motor Carrier. It was the consensus of all three senior DRP panel members that the Equipment Provider did not sufficiently provide the factual documentation in accordance with Section E.3.a.(2) to support that the Motor Carrier was responsible for the repair bill. In addition, the panel noted the terminology used on the repair documentation was not clear and the term "Slid" is not a proper defined term for "Slid Flat" in accordance with Exhibit C of the UIIA. It was the consensus of the group that a tire can be "slid" without being "slid flat" and since sufficient supporting documentation showing evidence of the tread depth was not presented in this case, the Equipment Provider failed to meet their obligation under Section E.3.a.(2).

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:

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
- 2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's

name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Exhibit C to UIIA, Motor Carrier Responsibility during the Interchange Period (Added to UIIA on 07/25/07, Last Revised 10/01/18)

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

EXHIBIT D TO THE UIIA, BINDING ARBITRATION PROCESS GUIDELINES (Added to UIIA on 8/1/08) (Last Revised 09/16/17)

3. A two-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one IIEC member from each mode involved in the dispute. In the event that the arbitrators from the involved modes cannot agree on a resolution of this dispute, a decision will be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson. **[Revised 09/16/17]**

DECISION: The Senior DRP Panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Modal Panel Member

RONNIE ARMSTRONG
Ocean Carrier Modal Panel Member

DAVE MANNING
Motor Carrier Senior DRP Panel Member

AL SMERALDO
Ocean Carrier Senior DRP Panel Member

WILLIAM TRAUB
Rail Senior DRP Panel Member

clearly identified the true nature of the damage, it would be impossible to notate the full damage until the tire was dismounted. The Equipment Provider operated with due diligence and provided the correct and updated information as soon as possible. There is no dispute as to who caused the damage as the Motor Carrier did have the chassis out under their interchange at the time of damage.

The Motor Carrier panel member found in favor of the Motor Carrier noting that If additional damage is discovered at the time of repair that is different than the damage noted on the original ingate EIR, it is not unrealistic to expect there be physical visual proof of the additional damage. Since there's additional cost being charged/assessed to the Motor Carrier and there's a change in the damage description to a legally binding EIR, then it's reasonable that supporting evidence of the new damage be provided to justify the additional expense and change to the EIR. The Motor Carrier is only responsible for the damages noted on the original EIR.

Because the modal members could not reach a consensus, the senior DRP panel was brought in to render the final decision pursuant to Exhibit D.3 of the UIIA.

Upon review of the information submitted with the claim, the senior arbitration panel found the case in favor of the Motor Carrier. It was the consensus of all three senior arbitration panel members that the supporting documentation that the Equipment Provider submitted did not validate the charges billed. They noted that the work order does not match the details of the inspection report and associated paperwork is not clear in supporting the damage being billed. The senior panel members agreed that the Equipment Provider did not comply with Section E.3.a.(2) by providing sufficient documentation to support the damage being billed.

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:

D. Equipment Interchange

2. Equipment Interchange Receipts

- 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]**

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

- 2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Exhibit C to UIIA, Motor Carrier Responsibility during the Interchange Period (Added to UIIA on 07/25/07, Last Revised 10/01/18)

Tires

Tire sidewall, shoulder and/or tread cut/punctured/damaged exposing belt material

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat Damage to tire and/or tube

Missing Tire, tube or rim

EXHIBIT D TO THE UIIA, BINDING ARBITRATION PROCESS GUIDELINES (Added to UIIA on 8/1/08) (Last Revised 09/16/17)

3. A two-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one IIEC member from each mode involved in the dispute. In the event that the arbitrators from the involved modes cannot agree on a resolution of this dispute, a decision will be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson. **[Revised 09/16/17]**

DECISION: The Senior DRP Panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

TIM AMES
Ocean Carrier Modal Panel Member

ROBERT LOYA
Motor Carrier Modal Panel Member

DAVE MANNING

Motor Carrier Senior DRP Panel Member

AL SMERALDO

Ocean Carrier Senior DRP Panel Member

BILL TRAUB

Rail Carrier Senior DRP Panel Member

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20210106-47-XXXP-MR-TR**

Date of Decision: 03/17/2021

Invoice	Invoice #	Equipment #	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	310084211	NSFZ 133139	11/16/20	Global 4/Global 2	8/18/20	8/29/20	11/16/20	11/23/20	12/22/20	1/6/21
2	309971731	TSFZ 556223	11/10/20	Global 4/Global 2	7/17/20	8/4/20	11/10/20	11/30/20	12/29/20	

The Motor Carrier is basing it's dispute on Sections D.2.a., D.3.e., E.3.a.(2) and Exhibit C to UIIA. The Motor Carrier received two maintenance and repair invoices from the Equipment Provider billing the Motor Carrier for slid flat tires. The disputes are as follows:

Invoice 1 - The Motor Carrier stated that this was a cross-town move dispatched to them by Norfolk Southern (NS). The Equipment Provider provided an ingate AGS image billing the Motor Carrier for a slid flat tire. However, the Motor Carrier argues that the unit was repaired over six weeks after the ingate date, and the documentation provided by the Equipment Provider did not furnish adequate proof that there was a 4/32nd differential in the tire, and the remaining tire tread was less than 2/32nds at the time of ingate. Therefore, the Motor Carrier believes that the Equipment Provider did not comply with Section E.3.a.(2) of the UIIA by providing adequate factual documentation to support the damage billed. In addition, the Motor Carrier stated that they provided a prior ingate J1 at NS Calumet from 08-07-2020 showing tire damages with a different Motor Carrier ingating this chassis prior to it being in their possession. Therefore, the Motor Carrier feels that the unit was returned in the same condition it was when outgated, reasonable wear and tear excepted.

Invoice 2 - The Motor Carrier stated that this was also a cross-town move dispatched to them by Canadian Pacific (CP). The Equipment Provider provided an ingate AGS image billing the Motor Carrier for a slid flat tire. However, the Motor Carrier argues the fact that the unit was repaired over two months after the ingate date, and the documentation provided by the Equipment Provider did not provide adequate proof of the 4/32nd differential in the tire and that the remaining tire tread was less than 2/32nds at the time of ingate. Therefore, the Motor Carrier believes that the Equipment Provider did not comply with Section E.3.a.(2) of the UIIA by providing adequate factual documentation to support the damage billed.

Based on the above information and the supporting documentation provided, the Motor Carrier feels they should not be held liable for the two (2) slid flat tire invoice repairs.

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

The Equipment Provider responded to the claim regarding both invoices, as follows:

Invoice 1 - The Equipment Provider stated that the J1 provided by the Motor Carrier did not illustrate that the damage existed when outgated from the Norfolk Southern rail facility. The Equipment Provider also stated that if damage was not visible on the outgate from the evidence provided, it does fall on the responsibility of the Motor Carrier. The Equipment Provider provided the following language as outlined in their Addendum to the UIIA and believes that Invoice 1 is valid as billed.

Equipment Provider's Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement:

Section 7.A, Paragraph 3

At an AGS gate, any damage to Equipment discovered by EP's gatehouse operator or brought to EP's later attention, including but not limited to any subsequent inspection by the EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to the EP at the time of in-gate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior out-gate EIR or out-gate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gatehouse operator or brought to EP's later attention. The damage brought to EP's later attention must be captured on an AGS image.

Invoice 2 - The Equipment Provider stated that the Motor Carrier is claiming that they did not provide the appropriate items required in the Supplement to Exhibit C of the UIIA, which the Equipment Provider believes is only required to be provided for roadside repairs. The Equipment Provider stated that the repairs that are being billed to the Motor Carrier are from an on-terminal repair. The Equipment Provider also stated that they provided the appropriate documentation to the Motor Carrier for this on-terminal repair. Therefore, the Equipment Provider believes that Invoice 2 should stand. The Equipment Provider quoted the following language as outlined under Section E.4. of the UIIA.

Section E.4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

- c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**
- d. A Provider cannot require the Motor Carrier to return the physical carcass of a tire. **[Added 08/01/18]**

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Motor Carrier is disputing two invoices from the Equipment Provider for slid flat tires. The Motor Carrier panel member indicates that in both instances, the Motor Carrier references the fact that these were cross-town moves and implies that there is a different standard for charging damages on cross-town moves. In fact, the UIIA does not distinguish between cross-town moves and any other type of interchange. The Motor Carrier is required to ensure that damages are notated on outgate interchanges. The rail panel member commented further that there is not a different standard for cross-towns, tread depth measurements are not a requirement, and slid flat tires are not normal wear and tear but are considered damage.

In both instances the Motor Carrier references Exhibit C to the UIIA. The section of Exhibit C for tires being referenced is shown in bold below. The Motor Carrier references the photos and claims the photos do not meet the criteria shown below. The panel thought the photos actually are clear enough and do appear to meet the slid flat criteria.

Exhibit C to UIIA, Tires: Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

In both instances the Motor Carrier also references Exhibit C to the UIIA with the requirements for tread depth measurements shown in bold below. However, tread depth measurements are part of the Supplement to Exhibit C of the UIIA and are required for road repair vendors as it relates to over-the-road repairs. This is not applicable for on-terminal repairs.

Supplement to Exhibit C of the UIIA: Tread Depth measurements for slick tread (09) and slid flat (34)

In both instances the Motor Carrier references that its dispute is based on section D.2.a. and D.3.d. of the UIIA with the phrase “reasonable wear and tear excepted.” (The correct reference to the UIIA is Section D.3.e.) The UIIA clearly references slid flat tires as outside “reasonable wear and tear,” and Exhibit C states that slid flat tires are the Motor Carrier’s responsibility.

Finally, for invoice 310084211, the Motor Carrier provides a previous interchange showing tire damage from another carrier. That interchange shows damage to five tires including the one billed for a slid flat tire on this invoice. However, all five tires show cut / torn and not slid flat. It does not support the Motor Carrier’s claim that the damage they were billed on invoice 310084211 is the same damage noted on the previous interchange provided.

The rail panel member added that the Equipment Provider provided all the required documentation including the invoice and photos at the ingate. Even though tread depth measurements are not a requirement, it is clear in the photos that the slid flat spot was at or below 2/32nds because the affected area was smooth, and the remaining tread was more than 4/32nds. The evidence the Motor Carrier provided did not support its claim of pre-existing damage.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) 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. **[Revised 06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Exhibit C to UIIA, Tires

Tire sidewall, shoulder and/or tread cut/punctured/damaged exposing belt material

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat Damage to tire and/or tube

Missing Tire, tube or rim

Section E.4. Tires, Item E.4.a-d

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**
- d. A Provider cannot require the Motor Carrier to return the physical carcass of a tire. **[Added 08/01/18]**

Supplement to Exhibit C of the UIIA: Tread Depth measurements for slick tread (09) and slid flat (34)

DECISION:

Based upon the supporting documents and evidence submitted, both panel members unanimously find in favor of the Equipment Provider on both invoices. The Motor Carrier is responsible for both repair invoices in this dispute.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

TIM MOORE
Rail Panel Member

CASE – 20220715-2-XXXM-MR-TR Moving Party: /Responding Party:

Below is a summary of the invoices being disputed under this arbitration claim:

	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	3TF5160	DDRZ815939	6/3/2022	Worcester CSX	3/2/2022	3/10/2022	6/13/2022	7/1/2022	7/1/2022	7/15/2022
2	3TF5161	DDTZ301101	6/3/2022	Springfield CSX	3/3/2022	3/3/2022	6/13/2022	7/1/2022	7/1/2022	7/15/2022

MOTOR CARRIER'S DISPUTE

The Motor Carrier is basing its dispute on Sections E.3.a.(2) and Exhibit C of the UIIA. The Motor Carrier received two invoices for slid flat tire damage from the Equipment Provider. The Motor Carrier indicates that images of the inbound chassis and tires were attached with the invoices but you cannot accurately determine the tread depth from the images provided. The Motor Carrier believes that the Equipment Provider has not provided sufficient evidence in accordance with E.3.a.(2) and Exhibit C of the UIIA to prove the slid flat damage to the tires.

Note: On Invoice 2, the Motor Carrier did not dispute the slid flat damage on the ROR tire so is only disputing the repair charges for the slid flat damage to RIR tire.

EQUIPMENT PROVIDER'S RESPONSE

The Equipment Provider responded to the claim stating that for Invoice 3TF5160, the Motor Carrier outgated the unit from the CSX Worcester ramp on March 3, 2022 with no damage noted on the outgate. The Motor Carrier ingated the unit on March 10, 2022 to the same location with slid flat tire damage to the LIF tire. For the second invoice 3TF5161, the Motor Carrier outgated the unit on March 3, 2022 from the Springfield CSX facility with no damage noted on the outgate. The same chassis and container (empty) were returned that same day with slid flat tire damage to the ROR and RIR tires. The Equipment Provider noted that both facilities provide Motor Carriers the opportunity to record damage on the EIRs as described in Section D.2.a. and D.2.b. of the UIIA. Both the Springfield and Worcester terminals record ingate images only. The Equipment Provider also noted that the Motor Carrier is claiming that the Supplement to Exhibit C is a requirement. The Equipment Provider believes that the Supplement to Exhibit C was established and adopted for road service repairs to prevent the driver from having to retain, secure and return the bad tire/casing to the terminal. It does not apply to on terminal repairs. Based on this information the Equipment Provider believes the invoices are valid as billed.

DISCUSSION

After careful review of all documents and evidence submitted by the parties, the two modal members that originally reviewed the case reached the following conclusions:

Invoice 3TF5160

The Motor Carrier panel member found that the evidence provided by the Invoicing Party appeared as though the extent of tread damage changed between the date of in-gate and the date of repair. When combined with the lengthy delays of 1-2 months before repairs took place, this is a point of concern. For example, chassis DDRZ815939 showed steel cord in the repair photo from April 14, 2022, yet no steel cord is visible in the in-gate photo from March 10, 2022.

In accordance with Sections E.3.a. and E.3.a.(1) of the Agreement, the Motor Carrier is only responsible for equipment damage “that occurred during the Interchange Period.” Based upon the evidence provided by the Invoicing Party, it is not clear that the entirety of the damage took place during the Interchange Period. While some minor flat-spotting is visible in the in-gate photos of the chassis, it does not appear sufficient to meet the definition of a slid flat damage, as specified in Exhibit C to the Agreement, and the Invoicing Party has failed to provide evidence to substantiate otherwise. Therefore, the Motor Carrier panel member found that the Motor Carrier should not be responsible for the repair billing.

The Rail panel member concurred that the Motor Carrier should not be responsible for the billing under Invoice 3TF5160 stating that the Moving Party accepted the chassis and noted no damage upon receipt. Chassis was returned with a visible skid flat of indeterminate depth to the LIF tire and no corresponding damage to the LOF tire. It is unclear as to when the damage was caused (there is no damage to the LOF tire) and the depth of tread removed is also unclear.

Invoice 3TF5161

On this specific invoice the Motor Carrier was only disputing the charges of \$00.00 associated with the slid flat damage to the RIR tire. The Motor Carrier did not dispute the slid flat damage to the ROR tire. The Motor Carrier panel member's determination on this invoice was in favor of the Motor Carrier. The Motor panel member did not believe the Equipment Provider provided sufficient factual documentation as required under Section E.3.a(2) to support the billing of the slid flat tire damage to the RIR tire.

The Rail panel member rendered its decision in favor of the Equipment Provider for the slid flat tire damage on the RIR tire, stating that the Motor Carrier accepted the chassis with no damage and the unit was returned with visible slid flat damage to both the ROR and RIR tires. The Rail panel member noted that the ingate photo does provide evidence of the damage, but not the depth of the damage. The repair photo shows damage to a similar area and having areas of no remaining tread visible (evidenced by the lack of light reflecting off the grooves in certain areas). Therefore, the Rail panel member believes that the Equipment Provider billing is valid as billed.

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. In this instance, the senior panel only rendered its decision on Invoice 3TF5161 as it relates to the slid flat damage to the RIR tire. Upon review of the case, including all documents and evidence received, the senior arbitration panel rendered its decision in favor of the Motor Carrier. The senior panel indicated that there is a degree of uncertainty regarding slid flat damage on the RIR tire based on the ingate image provided by the Equipment Provider. In accordance with Section E.3.a.(2), the Equipment Provider did not furnish clear factual documentation that proved there was definitive slid flat tire damage based on the criteria in Exhibit C of the UIIA.

The senior panel also wanted the following information notated in this case decision:

- 1) The Motor Carrier incorrectly referenced the Supplement to Exhibit C in this claim since this supplement is only applicable to roadside repairs. Exhibit C would be applicable in this case versus the supplement to this exhibit.
- 2) Equipment Providers should ensure that the images they provide with billings clearly exhibit the damage being invoiced.
- 3) Motor Carriers should make sure that they document the condition of the equipment on the outgate EIR documentation, including any damage present at the time of Interchange.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANELS:

The arbitration panels relied upon the following provisions to make their decisions:

Section E.3. Equipment Damage, Items E.3.a., E.3.a(1) and E.3.a.(2)

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
- 1) A Provider will determine the Motor Carrier that it will invoice for Damage to Equipment that occurred during the Interchange Period. **[Revised 01/01/18]**
 - 2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange.

Exhibit C to UIIA - (Added to UIIA on 07/25/07, Last Revised 05/22/19)

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

DECISION

The modal panel members rendered the decision on Invoice 3TF5160 finding that the Motor Carrier is not responsible for the charges billed (\$00.00) as the Equipment Provider did not provide sufficient documentation to support the invoice in accordance with Section E.3.a.(2). In addition, it was not clear that the damage occurred during the interchange period as set forth in Sections E.3.a. and E.3.a.(1).

The senior arbitration panel rendered the decision on Invoice 3TF5161 finding that the Motor Carrier is not responsible for the charges associated with the slid flat tire damage to the RIR tire in the amount of \$00.00. The senior panel members did not believe the EP furnished clear factual documentation as required in Section E.3.a.(2) that proved there was definitive slid flat tire damage based on the criteria in Exhibit C of the UIIA. The Motor Carrier's responsibility under this invoice is only for the slid flat tire damage to the ROR for the same amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

Case Initially Reviewed by Modal Arbitration Panel (Invoice 3TF5160 only)

Matt Sciascia, Motor Carrier Panel Member
Gordon Graham, Rail Carrier Panel Member

Case Reviewed and Decided by the Senior Arbitration Panel (Invoice 3TF5161 Only)

Kevin Lhotak, Senior Motor Carrier Panel Member
Al Smeraldo, Senior Ocean Carrier Panel Member
Jeff Chapman, Senior Rail Carrier Panel Member

CASE –20220908-1-XXXM-MR-TRSF Moving Party: /Responding Party:

Below is a summary of the invoices being disputed under this arbitration claim:

Invoice	Invoice #	Equipment #	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*	3TH5901	DDRZ 567801	8/31/22	---	---	---	---	9/2/22	---	---
2	3TH5575	DDRZ 830696	8/16/22	CSX Detroit	3/01/22	7/30/22	8/16/22	8/17/22	8/22/22	9/6/22
3	3TH5473	NSPZ 136724	8/12/22	CSX Detroit	5/23/22	5/24/22	8/12/22	8/17/22	8/22/22	9/6/22

*Invoice 1 was resolved between the parties.

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Section E.4.c., Exhibit C, and the Supplement to Exhibit C of the UIIA. The Motor Carrier's basis of the dispute is that the Equipment Provider did not provide photos that reasonably supported the disputed invoices as per the definition of Slid Flat Damage in Exhibit C of the UIIA. The Motor Carrier states that it cannot be expected to pay tire charges for a slid flat tire damage that does not have measurable tread depth listed. The Motor Carrier states that the photos initially provided may show differences in shading on the sidewall and tread, but they do not confirm removal of tread or rubber to 2/32 inches or less, nor do they confirm that the unaffected tread depth is more than 4/32 inches. The Motor Carrier further states that the Supplement to Exhibit C of the UIIA does not state that it exclusively pertains to off-terminal or road service repairs, as contested by the Equipment Provider. Based on the above information and the supporting documentation provided, the Motor Carrier believes it should not be held liable for the two slid flat tire invoice repairs.

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

The Equipment Provider responded to the Motor Carrier's claim stating that it appears that the Motor Carrier is not disputing the damage to the tires but the process in which they are receiving the invoices. The Equipment Provider further states that it contacted IANA and provided additional photos to IANA to verify that the Equipment Provider supplied all required information in responding to the claim. The Equipment Provider received the following response from IANA:

"The UIIA does not address the specific documentation that must be provided with the repair billing other than a copy of the repair bill and if this is not available then documentation containing the specific items outlined in E.3.a.(2) that ties the documentation to the invoice would be required. Please note however that E.3.a.(2) also states that the Equipment Provider will provide factual documentation that supports why they believe the Motor Carrier is responsible for the repair. Absent such evidence or if the Motor Carrier feels that the Equipment Provider has not provided sufficient evidence to support the billing, then they can dispute the billing with the Equipment Provider. Should there be no resolution with the Equipment Provider, the Motor Carrier would then have the option to take the matter to binding arbitration. If submitted for arbitration, then the arbitration panel would render its decision on the responsibility of the charges based on the evidence presented by both parties and the terms/conditions of the UIIA."

Therefore, the Equipment Provider stands on its position that all required information set forth in Section E.4.c., Exhibit C, and the Supplement to Exhibit C of the UIIA was provided to the Motor Carrier on the initial invoice and both invoices should stand.

DISCUSSION:

After careful review of all documents and evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Motor Carrier is disputing two invoices from the Equipment Provider for slid flat tires.

The Motor Carrier bases its dispute on Exhibit C and the Supplement to Exhibit C of the UIIA. While Exhibit C is applicable to the Motor Carrier's responsibility for tire damage, the Supplement to Exhibit C of the UIIA was intended to provide Motor Carriers with an alternative to returning the physical tire carcass when tire repair or replacement is needed. The Supplement to Exhibit C outlines the photographic evidence and tire marking criteria to be followed. This evidence is used to validate invoices submitted by Motor Carriers to Equipment Providers, however, it is not required of Equipment Providers to submit invoices to Motor Carriers.

Photographic evidence of the tires upon ingate was available but not provided by the Equipment Provider with the initial invoice. The photos were provided after the Motor Carrier disputed the invoices. According to Section E.3.a.(2) of the UIIA, "to be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include factual documentation supporting the Provider's determination that the Motor Carrier is responsible." Section E.3.a.(2) goes on to state "In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange."

Recorded Images of the ingate were available, and the Equipment Provider used those images to depict the condition of the equipment upon ingate, but the photographs were not initially provided to the Motor Carrier. The invoices as initially provided were not in compliance with Section E.3.a.(2) of the UIIA. If recorded images are available, they must be provided to the invoiced party for validation. While the initial invoices were not in compliance with Section E.3.a.(2) of the UIIA, photographs were later provided that met the criteria needed for valid invoicing. The photographs clearly show flat spot damage to 2/32 inches of remaining tread depth or less on the tires in both disputed invoices. Therefore, the panel finds in favor of the Equipment Provider.

*Note the arbitration panel also finds it important that this information is timely communicated to the Equipment Provider and Motor Carrier on future invoices.

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 E.3. Damage to Equipment, Item E.3.a.(2)

To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

Section E.4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**
- c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**
- d. A Provider cannot require the Motor Carrier to return the physical carcass of a tire. **[Added 08/01/18]**

Exhibit C to UIIA, Tires

Tire sidewall, shoulder and/or tread cut/punctured/damaged exposing belt material

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat Damage to tire and/or tube

Missing Tire, tube or rim

Supplement to Exhibit C of the UIIA

DECISION:

Based upon the supporting documents and evidence submitted, both panel members unanimously find in favor of the Equipment Provider on both of the disputed invoices. The Motor Carrier is responsible for repair invoices 3TH5575 and 3TH5473 in this dispute.

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

ALBERT PEREZ
Rail Panel Member

In the Dispute Between

Case Number: **20210915-49-CNRP-MR-TR**

Appellant, and

UIIA EP, **Union Pacific Railroad Company,**

Date of Decision: **March 14, 2022**

Respondent.

Invoice	Invoice #	Equipment #	Inv. Date	Amount	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	314820614	LSFZ 531385	07/30/2021	\$179.80	Yard Center-Dolton /Global 2	05/12/21	05/26/21	07/30/21	08/02/21	08/31/21	09/15/21

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e, E.4.a., Exhibit A and Exhibit C of the UIIA. The Motor Carrier disputed the invoice stating that it was a cross-town move dispatched to the Motor Carrier by Norfolk Southern (NS). The unit outgated at the NS 49th (AGS gate facility) and ingated at the UP/Global 2 (AGS gate facility) on 05/26/21. The Equipment Provider provided ingate AGS images from UP/Global 2 showing a “U” shaped line/mark, LOF cut/torn tire. The Motor Carrier disputed the invoice by providing the Equipment Provider copies of a previous AGS gate image from the same day, 05/26/2021 at 3:00 am, with a different Motor Carrier ingating at a Norfolk Southern yard. The Motor Carrier believes it is the same exact damage shown on the AGS image provided by the Equipment Provider proving it was pre-existing damage. However, the Motor Carrier stated that the Equipment Provider declined its dispute stating that the Motor Carrier did not prove pre-existing tire damage. The Motor Carrier feels that the unit was returned in the same condition it was taken out, reasonable wear and tear excepted, pursuant to Section D.3.e of the UIIA. Therefore, the Motor Carrier believes it is not responsible for the charges on the invoice.

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

The Equipment Provider did not respond to the Motor Carrier's claim, but it responded to the Motor Carrier's dispute stating, "a cut in the shape of "U" or "L" can be seen on the ingate photo without proof [of] pre-existing damage". Therefore, the Equipment Provider feels that the damage is the responsibility of the Motor Carrier, and the invoice should stand.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel's opinion is that the Equipment Provider provided evidence that the LOF tire on the photograph image LSFZ 531385 was ingated to UP-G2 on May 26, 2021 by the Motor Carrier with a cut however, the photograph image showing the condition of LSFZ 531385 outgating from NS 49th Street on May 26, 2021 was dark and therefore inconclusive. The Motor Carrier provided clear photograph evidence that the LOF tire on LSFZ 531385 had the same cut earlier the same day at 3:00 am on May 26, 2021. The panel agrees that the evidence of the photograph image provided by the Motor Carrier supports its claim of pre-existing damage pursuant to Section D.2.a. and D.3.e. of the UIIA. Therefore, the Motor Carrier should not be held responsible for the tire damage.

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. **[Revised 06/13/16]**

Section E.4. Tires, Item E.4.a.

Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit A to UIIA, Motor Carrier Pre-Trip Inspection

Exhibit C to UIIA Tire Marking and Photo Requirements/Criteria (Added 08/01/18)

**Supplement to Exhibit C of the UIIA: Tire Marking and Photo Requirements/Criteria
(Added 08/01/18)**

DECISION:

The panel unanimously finds in favor of the Motor Carrier. The Motor Carrier is not responsible for the repair of pre-existing damage to the tire and the repair invoice in the amount of \$179.80.

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

GORDON GRAHAM
Rail Panel Member

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

In the Dispute Between

UIIA MC, **Manchester Motor Freight**

Appellant, and

UIIA EP, **CSX Intermodal Terminals, Inc.**

Respondent.

Case Number: **20230322-6-MNCM-MR-TR**

Date of Decision: 08/16/2023

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	3UB5391	LSFZ536162	2/16/2023	Worcester	12/28/22	12/29/22	2/16/23	3/8/23	3/20/23	3/22/23
2	3UA5574	DDRZ959353	1/31/23	Springfield	12/14/22	12/19/22	1/31/23	2/13/23	2/13/23 or 3/14/23	3/22/23

***Note: Invoice 3UB5388 under this claim was resolved between the parties and removed from the claim. For Invoice 3UA5574, the panel will need to determine when the 15-day clock started for the MC to submit the claim. MC believes there was on-going discussion and actual clock for submitting arbitration claim started on 3/14/23.**

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier dispute is based on Sections E.3.a(2), E.4.c., and Exhibit C of the UIIA, in that Motor Carrier is being charged for the repair of slid flat tires that it did not cause. For invoice 3UB5391, the Motor Carrier was invoiced for slid flat on the LOR in the amount of \$00.00. The Motor Carrier does not believe the images provided by the Equipment Provider clearly evidence that there is a slid flat on the tire based on definition of slid flat in Exhibit C of the UIIA. The image does not show a clear flat spot that is less than 2/32 inches of tread. The Motor Carrier indicates that it believes the images show a tire that is completely roadworthy. In support of this fact, the Motor Carrier indicates that this chassis was used by another Motor Carrier after it was ingated on December 29, 2022. The unit was outgated again on January 3, 2023 from CSX Worcester and returned to the CSX Springfield terminal on January 5, 2023. After the ingate, the chassis was utilized three additional times before the repair took place on January 31, 2023. Consequently, the Motor Carrier believes that the Equipment Provider did not provide sufficient factual documentation to support its invoice and that the slid flat does not meet the definition set forth Exhibit C so the invoice should be cancelled.

For invoice 3UA5574, the Motor Carrier was invoiced for slid flat on LOR in the amount of \$00.00. The Motor Carrier does not believe the images provided by the Equipment Provider clearly evidence that there is a slid flat on the tire based on the definition of slid flat in Exhibit C of the UIIA. The picture shows existing tread grooves and tread blocks and does not show a clear slid flat less than 2/32 inches of tread. Motor Carrier believes the

tire is roadworthy and supporting this is the fact that the chassis was used by another Motor Carrier after it was ingated on December 19, 2022. The unit was outgated again on December 21, 2022 and returned on December 28, 2022, which is the last time it was used before the repair was done. Consequently, the Motor Carrier believes that the Equipment Provider did not provide sufficient factual documentation to support its invoice and that the slid flat does not meet the definition set forth Exhibit C so the invoice should be cancelled. Additionally, on this specific invoice, the Motor Carrier believes there was on-going discussion with the Equipment Provider related to this dispute and that the Equipment Provider's response to start the 15-day timeclock for submitting the claim for arbitration did not start until the e-mail from the Equipment Provider, dated March 14, 2023.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE

The Equipment Provider states that, for invoice 3UB5391, the Motor Carrier indicated that this invoice was for a slid flat on the LOR, which is incorrect. The invoice is for the LIR. The Equipment Provider also disagrees with the Motor Carrier's opinion that the chassis was roadable since it was used several times after the Motor Carrier returned it. This is an incorrect assumption. Just because a chassis has a defect, that does not mean that a driver will not still pull the chassis. The Equipment Provider believes this invoice is valid as billed as the Motor Carrier returned the tire with slid flat tire damage as evidenced by the images provided and the definition of slid flat in Exhibit C.

For invoice 3UA5574, the Equipment Provider states that the Motor Carrier indicated that this invoice was for a slid flat on the LOR, which is incorrect. The invoice is for the ROR. The Equipment Provider also disagrees with the Motor Carrier's opinion that the chassis was roadable since it was used several times after they returned it. This is an incorrect assumption. Just because a chassis has a defect, does not mean that a driver will not still pull the chassis. The Equipment Provider also noted that there were two slid flat tires (RIR/ROR) and the Motor Carrier was only billed for the ROR because Equipment Provider did not have the photo evidence on the RIR tire. The images provided show the slid flat spot in relation to the writing on the tire, both on the ingate photos as well as the repair photos. There is also a second point of reference on the rim, where it looks like some sort of debris. This can also be seen in one of the ingate photos and in two of the repair photos. The Equipment Provider indicated that it helps to identify the slid flat spot. The Equipment Provider believes this invoice is valid as billed as the Motor Carrier returned the tire with slid flat tire damage as evidenced by the images provided and the definition of slid flat in Exhibit C.

DISCUSSION

The panel has carefully reviewed all documents and evidence submitted by the parties. While slid flat damage is apparent on photos provided for both invoices, they have markings of "0/32". While tire depth is difficult to determine from photos, one can conclusively confirm that both tires still have remaining tread left. Additionally, both replaced tires have significant normal wear, apparently close to the requirements in Exhibit C of more than 4/32". Finally, as the Motor Carrier pointed out, both chassis were utilized multiple times after ingate, so the damage did not prevent the intended use of the equipment and thus does not constitute damage as defined in the UIIA. The Equipment Provider disagrees. However, if the Equipment Provider has evidence that damage exists, it is prudent that the Equipment Provider address the known issues timely. It did not do so in this instance. Therefore, the panel find in favor of the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL

The panel relied upon the following provisions from the UIIA (July 20, 2022) to make its decision:

E. Equipment Use

3. Damage to Equipment

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

4. Tires

c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**

Exhibit C of the UIIA – Tires – Slid Flat Damage

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

DECISION

The panel finds in favor of the Motor Carrier based on Section E.4.c and Exhibit C of the UIIA. The chassis were used multiple times after ingate and the photos are not conclusive enough to confirm "Slid Flat Damage" as identified in Exhibit C. Therefore, the invoices are not valid under Section E.3.a.(2) and the Motor Carrier is not responsible for the charges billed.

CASE REVIEWED AND DECIDED BY

BEN BANKS
Motor Carrier Panel Member

STEVEN CHAVEZ
Rail Panel Member