Understanding the UIIA & its Processes

Part 1 – Equipment Return Provisions, Dispute Resolution Processes and Binding Arbitration
Section E.1. Equipment Return

- **Motor Carrier’s Responsibilities**
  - Use the Equipment only for the purpose it was interchanged.
  - Do not authorize use of the equipment to other parties, unless written or electronic consent of the EP is provided.
  - Return the Equipment to the original point of interchange unless EP directs the equipment to be returned to a satellite location as governed by the process set forth in Section E.1.b.
  - Make sure your contact information on file with the UIIA is up-to-date so that any equipment return notifications sent by the EP are successfully received.
Section E.1. Equipment Return

- **Equipment Provider Responsibilities**

  - Ensure satellite location information that is maintained via internet posting or through IANA’s Equipment Return Location Directory is kept up-to-date.

  - Provide required notice of changes to equipment return location to UIIA MCs.
    - If the equipment return location changes, then the EP is required to notify the MC via e-mail by 4:00 p.m. (local time) the business day prior to the change becoming effective.

  - Work with facilities to ensure they are aware of the EP’s obligation under the UIIA to provide advance notice of changes to equipment return locations.
Section E.1. Equipment Return

- **Role of the Marine Terminal Operators**

  - Marine terminal operators are not signatories to the UIIA so are not contractually obligated to the terms of the Agreement.

  - When terminal restrictions or limitations occur at a facility that impact equipment return capabilities, it is up to the UIIA EP to work with the marine terminals they use to ensure that this information is provided in a timely manner so the EP can notify the MC of these changes in accordance with Section E.1.b. of the UIIA.
Section E.1. Equipment Return

• **Reporting Non-Compliance of Notification Requirements**

➢ What should a Motor Carrier do if the EP does not provide the proper notice of a change to equipment return location as required under Section E.1.b.?

➢ Contact the EP via e-mail and make them aware that required notice of the change was not provided.

➢ Send an e-mail to uiliaissues@uilia.org and identify the EP that did not comply with the required notification along with the terminal and example of the non-compliance (i.e. terminal screenshot or e-mail).

➢ UIIA staff will notify the specific EP of their obligations as a signatory to the UIIA in regards to the required notification that must be provided should the equipment return location change.

➢ Copy of the MC’s e-mail will be maintained and can be used as additional supporting documentation should the claim be submitted for arbitration.
Section E.1. Equipment Return

- Charges Related to Equipment Return – What is and is not covered under the UIIA

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<td>MC Compensation for Services Rendered</td>
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<td>Maintenance &amp; Repair Charges</td>
<td>Storage Charges</td>
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<tr>
<td>Chassis Use/Rental Charges (if chassis provider is a UIIA EP)</td>
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Note:
- Charges not addressed under the UIIA would need to be covered in a commercial transportation agreement between the MC and EP outside of the UIIA.
- Section E.1.e. stipulates that nothing in Section E.1. of the UIIA should be interpreted to preclude the MC from receiving compensation for services rendered in these circumstances.
Dispute Resolution Process/Binding Arbitration

- **Initial Dispute of Charges**

  - Check to see if the EP has a dispute resolution process within its UIIA addendum. If so, then this process must be followed when disputing the charges.

  - If there is no dispute process within the EP’s addendum, then the default dispute resolution process under Section H.1. of the UIIA would be utilized.

  - Make sure to dispute the charges within the established timeframe.

  - Include with your dispute supporting documentation on why you believe the charges are not correct.

  - Send your dispute to the appropriate EP contact.

  - Allow the EP the established timeframe to respond to the dispute.
Binding Arbitration Process

- Implemented as part of the UIIA in August 2008
- Alternative method for UIIA participants to use for resolving issues relating to the dispute of Per Diem and/or Maintenance and Repair charges.
- Exhibit D of the UIIA outlines the binding arbitration guidelines.

**Binding Arbitration Metrics since inception:**
- Total Number of cases submitted: 794
- 514 cases met criteria:
  - 324 cases completed
  - 183 cases resolved prior to going through arbitration
  - 7 cases currently pending review
- Case Decisions Rendered:
  - In favor of MC – 47%
  - In favor of EP – 40%
  - Split Decision - 13% (Decision split between both parties)
Dispute Resolution Process/Binding Arbitration

- Types of Acceptable Charges for Binding Arbitration
  - Per Diem Charges – including per diem charges related to lost/stolen equipment.
  - Maintenance & Repair Charges
  - Equipment Use/Rental Charges
Dispute Resolution Process/Binding Arbitration

- **Overview of Binding Arbitration Timelines**

  - Invoiced Party (Moving Party) must have initially disputed the charges thru the dispute resolution process contained in the EP’s addendum or absent a process in the EP’s addendum then dispute would be in accordance with Section H.1. The default dispute process allows the MC 30 days from receipt of the invoice to dispute the charges with the EP.

  - Invoiced Party (Moving Party) will have 15 days from the Invoicing Party’s (Responding Party) response to the initial dispute to submit its claim for binding arbitration.

  - If Invoicing Party (Responding Party) does not respond to the Motor Carrier’s dispute, the Motor Carrier must wait until the established timeframe for the EP to respond as set forth in the dispute process in the EP’s addendum or the default process in Section H.1. has passed before it can submit the claim for arbitration.
Dispute Resolution Process/Binding Arbitration

- **Criteria for Submission of a Binding Arbitration Claim**
  - Acceptable type of charge for arbitration - Per Diem, Maintenance & Repair or Equipment Use/Rental Charges
  - Initial dispute of the charges was done within the established timeframe in the EP’s addendum, or absent a dispute process in the EP’s addendum the default process in Section H.1.
  - Claim was submitted 15 days from the date the EP responded to the MC’s initial dispute of the charges.
  - All required documentation has been submitted.
Dispute Resolution Process/Binding Arbitration

• How to Initiate A Claim and Types of Supporting Documentation

➢ Complete the Notice of Intent to Seek Binding Arbitration Form
➢ Submit all required supporting documentation which includes –

➢ Basis of dispute must include:
  ➢ Invoice date, Invoice number and amount being disputed
  ➢ Date MC received the invoice and date EP responded to initial dispute
  ➢ Specific provision of the UIIA that company is basing its dispute on.

➢ Copies of the invoices being disputed

➢ Out-gate and In-gate EIR documentation for each invoice being disputed

➢ E-mail communication evidencing initial dispute of the claim with the Invoicing Party and the response of the Invoicing Party to the dispute. E-mails should be provided in date order.

➢ For M & R claims, copies of the AGS images or any photos of the damage (should be in jpeg format)
Dispute Resolution Process/Binding Arbitration

- **Supporting Documentation – cont’d**

  - Any other documentation or evidence that the company believes supports its case. Examples of supporting documentation could include:

    - Copy of e-mail communications showing terminal closures, row closures, terminal restrictions or limitations within the facility.

    - Dispatch records that show driver’s attempt to gain access to the facility but was turned away prior to reaching the gate.
      - E-mail notification sent to the UIIA showing the EP’s non-compliance with the required notification of change in equipment return instructions.
      - E-mail should include Date Equipment Return Attempted, Terminal Name, EP Company Name, MC Company Name, MC SCAC, Driver’s Name and License Number. This can be used to support dispatch records showing the attempt to return equipment.

    - Turn away tickets if provided by the facility.

    - Any other evidence supporting the impact on your company’s ability to pickup or return the equipment.
Dispute Resolution Process/Binding Arbitration

**Arbitration Process**

- Invoiced Party (Moving Party) submits Notice of Intent To Seek Binding Arbitration form along with all supporting documentation to the UIIA office. If all required information is not included, the claim may be rejected and returned to the Invoiced Party (Moving Party).

- Motor Carriers may submit multiple invoice disputes under a single binding arbitration claim as long as all invoices involve the same type of charges, identical facts and the same EP.

- All arbitration claims should be submitted via e-mail to sherry.parnell@intermodal.org or via fax to 253-322-9985.

- Once the Notice of Intent form along with supporting documents are provided, information will be reviewed to determine if the claim meets the criteria for submission.
Dispute Resolution Process/Binding Arbitration

Arbitration Process – cont’d

➢ Upon review if it is determined that the submitted claim has already been addressed and resolved in a prior case:
  ➢ Claim will be dismissed.
  ➢ A copy of the previous decision will be forwarded to the Invoiced (Moving) and Invoicing (Responding) Parties.
  ➢ The decision in former proceeding will apply to the current claim.
  ➢ Invoiced (Moving) & Invoicing (Responding) Parties will have 10 days to provide addl. information on why the precedent decision does not apply to the current claim or why the previous decision poses a conflict with the Agreement.
  ➢ Upon receipt and review of the information, IANA will commence the arbitration process.

➢ If claim is determined to meet criteria, it will then be forwarded to the Invoicing Party (Responding Party) for comment. They will have 15 days to provide comments.

➢ Upon receipt of Invoicing Party’s (Responding Party’s) comments the case will be compiled for the arbitration panel’s review.
Dispute Resolution Process/Binding Arbitration

- **Arbitration Process – cont’d**

  - Case will be sent to the modal arbitration panel members for review and determination.

  - Arbitration panel members will have 45 days to render decision.

  - Once decision has been rendered, both Invoiced Party (Moving Party) and Invoicing Party (Responding Party) will be notified.

  - The losing party will be responsible for the arbitration filing fee associated with the case.

  - No appeal process is offered under the binding arbitration process. All decisions rendered by the panel are final.

  - All arbitration case decisions are posted on the UIIA website and should be used as a reference tool for parties contemplating submitting a claim to determine if a previous decision for a case with similar circumstances has already been rendered by the panel.
Dispute Resolution Process/Binding Arbitration

- **Arbitration Panel Members**

  - Currently the members of the Intermodal Interchange Executive Committee (IIEC) serve as the arbitration panel members.

  - IANA maintains a monthly rotation schedule for the binding arbitration panel members.

  - Cases are reviewed by the modal arbitration panel members. In the event the two modal panel members are unable to reach a consensus then the case will be reviewed by a senior arbitration panel team.

  - The senior arbitration panel is comprised of the longest tenured IIEC members from the Motor Carrier, Rail and Ocean Carrier modes. The final determination will be rendered based on the majority decision of the senior arbitration panel.

  - Arbitration panels will render their decisions based on the terms and conditions of the UIIA and/or the Providers’ addenda.
Dispute Resolution Process/Binding Arbitration

- Ability for EPs to Suspend MC’s Interchange Privileges
  - Exhibit D of the UIIA – Item D.15.
    - A Motor Carrier’s interchange privileges cannot be suspended for charges under arbitration. However, there is nothing to preclude the EP from suspending a Motor Carrier’s interchange for issues not associated with the matter under arbitration.
    - What should the MC do if the EP does suspend interchange privileges for the charges under arbitration?
      - The Motor Carrier should contact the UIIA office. UIIA staff will contact the EP and ask them to confirm whether the suspension is related to the charges under arbitration. If cancellation is related to the matter under arbitration, the EP will be requested to lift the suspension until the final determination in the arbitration case has been made.
Questions & Answers
UIIA Contact Information

General UIIA Inquiries – uiia@intermodal.org

UIIA Issues (Issues w/business processes related to UIIA provisions) – uiiaissues@uiia.org

UIIA Telephone: 877-438-8442

UIIA Fax: 301-982-3414 or 301-982-5478

UIIA Address:

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Information Services, AVP – Debbie Sasko – 301-982-3400 ext. 352 or via e-mail debbie.Sasko@intermodal.org

UIIA Program Manager – Sherry Parnell – Binding Arbitration Process – 301-982-3400 ext. 348 or via e-mail to sherry.Parnell@intermodal.org