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Request for Comments

In addressing the questions raised in this "Request for Comments", all statements pertain to the road worthiness of inter-modal chassis or trailers since containers seldom pose any type of hazard to the public. However, in the event there would be a condition such as a broken door latch that would cause a door to fly open or spill cargo, then the same standard of accountability should apply to containers as to a steamship line's fleet of chassis.

For the sake of discourse, there is the presumption herein that the steamship lines own the chassis interchanged OUT/IN under their name. However, many steamship lines actually lease their equipment or use "pool" equipment **from** a second party such as **Trac** or **Xtra** (the true owner as shown on the face of the registration). However, this writer does not feel this is sufficient reason *not* to demand that steamship lines be held accountable for the equipment interchanged OUT (or *tendered*) in their name.

In determining accountability, the name of the steamship line is always shown on the *Equipment Interchange* issued to the truck driver. In the event that a driver cannot show an interchange for the chassis, full responsibility should then fall on the carrier, no questions asked; a DOT official would be entitled to assume that the motor carrier owned or leased the chassis, and, as with the steamship line, the carrier would be expected to be accountable for its owned or leased equipment.

Every steamship line should be required to post a bond in US currency to guarantee payment of FHWA fines. Its American agent should be held responsible for collecting and remitting any fines imposed. Should the agency fail to remit, the **FHWA** would be able to collect on the steamship line's bond. Likewise, in the event the agent can show proof of payment for specific fines and the steamship line refuses to reimburse its agent, the agent would also be given the right to recover against the bond. Given this 'either/or' proposition, a steamship line would have to either accept its responsibility or soon find themselves without agency representation in the US.

If such responsibility were enforced, and if the steamship lines found themselves facing numerous and sizable fines, they would then have the incentive to *insist* that their container terminals, terminal operators, and "pool" operators maintain and repair equipment interchanged OUT on their behalf *before* it falls apart. The pressure must be brought to bear on the steamship lines.

It should also be stipulated that any recourse for damages or fines that might be levied on the steamship lines as a result of future legislation, must be between them and the companies from whom they have chosen to lease their equipment. Otherwise, there would be nothing to stop the steamship lines, via their interchange agreements, to continue passing all liability and all charges back to the motor carrier as they do now.

Items 1-2: No Comment

Item 3: . . . **UIIA** and Facilities disavow responsibility for "fitness". . . .

It is in **the financial interest** of all steamship lines to let as much equipment pass OUT of their facilities without safety or damage exceptions noted on the interchange. Then when the equipment is interchanged back IN, as many exceptions as possible are noted; these exceptions are then deemed by the steamship line (under the terms of their interchange agreement) to have been caused by the trucker.

Theoretically, repairs are then authorized by the steamship line, completed by the terminal operator, and charged back to the truckline. Unfortunately, it is well known inside the industry that this cycle happens over and over without actual repairs being completed since the wording in the interchange agreement allows the steamship line to charge the truckline based on the *estimated* cost of damages, *not repairs actually completed*. Thus, more than one truckline can be charged for repairs that are in fact never made. **This is one loophole that needs to be closed with any future legislation.**

Item 4: . . . **accidents** that can be attributed.. .to mechanical defects or deficiencies. . . .

Ship Couriers had an accident back in **1995** that involved a 20' slider chassis that literally fell apart while in motion on Hwy 90, Lafayette, La. The front of the chassis stayed hooked to the fifth wheel of the tractor and was dragging its container on the highway; the axle half of the chassis had separated and was spraying sparks as it spun across the highway.

Our driver, realizing what had just happened, jumped out of his truck and ran back to the axles still spinning wildly on the highway just in time to ward off on-coming motorists. The

accident happened at 4:00 AM. Conditions were dark and foggy with only a few street lights.

When the equipment was delivered back to our terminal by the wrecker company, we had our insurance adjuster inspect the chassis. I was told that the reason the chassis fell apart was because the end of the spring was bent out at **almost** right angles. He said it was only a matter of time before the vibration from driving would cause the hook on the spring to work its way out of the hole in the beam, thus relieving any tension on the locking **mechanism and allowing the pin to** work its way out. He also said the chassis was full of faulty repairs including tack welds on a flange instead of a reinforcing plate being welded on.

The next day I met with the representative of the steamship line that owned the chassis. Showing me an identical chassis to the one that had been wrecked, he said the pin could not come out of the hole because of the tension created by the spring. He also pointed out blocks and cross beams on the frame rails that he said were there to keep the two sections from sliding **apart--built-**in safeguards in the chassis design.

I then showed the steamship representative the damaged chassis. I showed him the bent out end of the spring hook that had vibrated loose and pointed out that the blocks on the rails that were supposed to prevent the chassis from coming apart were missing; where the blocks were supposed to be, there were only rusted lines. At this point he said that since we had accepted the chassis in this condition, we would still be held responsible for the damages.

This is a clear cut example of defective equipment that was not recognized by our truck driver; it simply was not within the realm of his experience to look for the type defects cited here. It should have been inspected and put out of service by the steamship line or its terminal operator.

Item 5: ...**How** could state officials cite the party . . .**that** tendered the intermodal **CMV** for defects or deficiencies.. .if no proof that the defects.. .**were** present before the motor carrier took possession.. . .

A guideline for issuance of citations should be based on the severity of the safety infraction. For example, a bulb might burn out, a reflector come off, or a mud flap tear during transit or use; these type infractions could reasonably be held to be the responsibility of the trucker since they are so obvious during a driver's **pre/post-trip** inspections.

Since the equipment interchange shows the date and time that a container/chassis was checked out by the driver, the State at its roadside inspections should be able to impose **a 5 day responsibility to the steamship line** for the more serious safety infractions such as improperly adjusted brakes or bad tires; **beyond 5 days, assign responsibility to the truckline.**

Using such a guideline would encourage steamship lines to repair or replace **safety** items considered to be "marginal". Under the present system, it is to their advantage to let marginal equipment OUT since the trucker is often held responsible for failures that occur while the equipment is in his possession.

Item 6: Should the party that tenders the intermodal **CMV** be held responsible... [and] at what point during the operation of the chassis or trailer should the responsibility.. .be transferred . . . to the motor carrier?

A container yard, terminal operator, or chassis "pool" operator only tenders equipment on *BEHALF* of a steamship line; is paid to do so by the steamship line; and is therefore performing a service for the steamship line. Therefore, the ultimate responsibility for the performance of these

operators has to lie with the steamship line that contracts their services. The steamship line maintains agreements with all these parties and is therefore in a unique position to set standards of compliance and/or authorize or deny repairs to its owned/leased equipment.

As for a method of determining whether a steamship line is cooperating with DOT guidelines for property maintaining its equipment, the DOT could set up unannounced random checks a short distance outside inter-modal terminals to inspect all equipment *leaving* the terminal. When properly inspected and maintained, it is not normal for tires, brakes, and lights to go bad within mere blocks of an intermodal terminal or container yard.

It wouldn't take long to determine who is making an effort to comply and who is not. And, so long as a steamship line or terminal operator continued to interchange out inferior equipment, the DOT could simply continue to impose fines at those locations.

Item 7: . . . **drivers** usually do not have the "ability.. ." . . . **What** types of training would drivers need to perform a walk-around inspection.. . .

Most drivers handling inter-modal equipment have less than a high school education and do not have any formal mechanical training. *They are truck drivers, not mechanics.*

As for a walk-around inspection, except for missing lights and major damage, most mechanical defects are not going to be obvious to the average truck driver. Just as a carrier would hire its own mechanics to inspect and approve its own trailers before assignment to a driver, and just as a leasing company would inspect its own equipment before renting it out to the public, the steamship lines, via their terminal operators, must also assure the drivers that their equipment is safe to take onto public highways. The public should be able to rely on the expertise of the terminal operators (and their mechanics) who are hired by the steamship lines to determine the road-worthiness of equipment, not truck drivers.

Item 8: . . . **mechanics/per-vehicle** cost/operational impact.. . .

The infrastructure to inspect and maintain intermodal equipment is already in place at most container yards and terminals. These facilities that store containers and chassis for the steamship lines already have mechanics on site since estimating and repair work is one of their main sources of revenue; they could not possibly survive on interchange fees alone.

Some of the railroad yards would have to make adjustments for an inspector and mechanic on site. However, since inter-modal rail equipment is just as vulnerable to mechanical failure as steamship line equipment, there should be just as high a standard required.

Item 9: . . . [missing] proof of inspection.. . .

It is not uncommon for steamship lines to "off-hire" damaged or non-roadworthy equipment. In such cases, they have made a decision that it is not cost-effective to repair the chassis to make it road-worthy. They often keep their good tires for the equipment still being used, put trash on the "off-hires", and have them drayed to another depot where they may be scrapped or sold. These units do not usually have, nor would they qualify for, a current FHWA inspection certificate.

Many a carrier with city drivers has had OUT OF SERVICE write-ups for moving such equipment at the request of the steamship lines. If the carrier receives a major portion of its city work from a particular steamship line, it can't afford to **refuse** the request; so, **after** receiving the

write-up by DOT, they simply continue on to the drop yard where they were on their way to in the first place and the equipment is then placed out of service.

The carriers that operate in city drayage would appreciate any new rule making to include an exception to interstate movement (which, by definition, includes city moves of intermodal equipment) to **allow a carrier to move such equipment within a 10 mile radius of the origin terminal provided the steamship line, or its agent, issues a written statement on their letterhead that the move is for the express purpose to retire or “off-hire” the equipment.** Under the circumstances, the chassis might have trash tires, virtually no brakes, and missing reflectors and flaps, but with this exemption, the carrier’s safety rating would not be negatively impacted by OUT OF SERVICE write-ups for equipment that is already intended to be placed out-of-service.

Items 10-12: No data.

Item 13: . . .more frequent periodic inspections. . .

A problem with inspection stickers (as they are issued here in Louisiana) is that they are physically transferrable if removed carefully. Because inspection stickers *do not* reflect a specific unit number, it is very easy for a driver to switch a sticker rather than wait for a terminal operator to call for a mechanic to perform a current inspection and issue a new sticker. After all, if a driver only gets paid for the equipment he moves, time spent getting equipment inspected is lost income to him. **Inspection stickers need to be better designed.**

It would be in the public interest if an exception were made for intermodal chassis whereby they would be required to be inspected quarterly or even semi-annually rather than only once a year. First of all, there is no clear trail of maintenance on these units since work may be done by different container yards in different cities, or by a truck driver not even qualified to do repairs. Defects or damages not properly corrected can go undetected for a long time.

Since a driver’s main concern in turning IN equipment is that he not have any exceptions taken that he could ultimately be charged for, he has no incentive to report mechanical problems he might know about. The next driver who takes the equipment OUT is not always qualified to recognize mechanical problems. Under the circumstances, requiring more frequent FHWA inspections would help the steamship lines find these problems and keep unsafe equipment off the road.

Item 14: . . .maintenance consortiums...to resolve the problem of maintenance of inter-modal container chassis and trailers.

The private sector has done very little to resolve the conflicts that exist between the steamship lines, the terminal operators, and the truckers.

Steamship lines want to use the excuse that they are too far removed from the actual **day-to-day** operation and should therefore not be held directly responsible for the condition of their equipment. And yet these same companies are aware enough of the conditions of their equipment to sell or “off-hire” those units that are no longer cost effective for them to maintain.

Since terminal operators work for the steamship lines; they are inclined to take a public position that supports the steamship lines’ financial interests. They are quick to support putting all responsibility on the truck driver. On the other hand, the kind of enforcement proposed herein

would eventually work to the advantage of the terminal operator since it would give them leverage to insist that repairs actually be completed instead of their simply supplying estimates.

In the final analysis, years of putting all the burden of responsibility for poorly maintained equipment on the truck driver has not worked --probably because in most cases he does not have the mechanical knowledge to recognize potentially unsafe conditions, or is forced to take the best of what amounts to a yard full of poorly maintained equipment.

It is time to recognize that the present system does not work. If putting pressure on the steamship lines and/or their terminals will mean better equipment for the truck driver and safer equipment on our highways, then this is the right thing to do.

Respectfully submitted by
SHIP COURIERS, INC.



Joyce K. Albert
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