TRANSDIGEST

Transportation & Logistics Council, Inc.

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VOLUME XXII, ISSUE NO. 228, FEBRUARY 2017

Last Chance to Register for 43rd Annual Conference!

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EDITORIAL

THE ROTTERDAM RULES – SINK OR SWIM

by Wally C. Damman, CCP
Assistant Vice President & National Recovery Manager
Mitsui Sumitomo Marine Management (U.S.A.)

As most of us in the business are already involved in international transportation either directly or as an intermediary, this article is being written to both inform and bring us up to date on this pending treaty that would affect ocean transport and multimodal carriers involved.

The Rotterdam Rules are intended to harmonize rules governing international contracts for transportation of goods by sea. The Rules were adopted by the United Nations in 2008 and have many signatories, including the U.S., France, Greece, Denmark, Switzerland and the Netherlands. In all, the signatories make up 25% of world trade by volume. The World Shipping Council is a prominent supporter and in 2010 the American Bar Association approved a resolution supporting U.S. ratification of the Rotterdam Rules.

The Main Provisions:

The Rules apply only if the carriage includes a sea leg; other multimodal carriage contracts which have no sea leg are outside the scope of the Rules.

It extends the period that carriers are responsible for goods, to cover the time between the points of origin to the point of destination (goods received and delivered).

It allows for more e-commerce and approves more forms of electronic documentation.

It increases the limit of liability of carriers to 875 units of account per shipping unit or 3 units of account per kilogram of gross weight.

It eliminates the nautical fault defense which had protected ocean carriers and crew from liability for negligent ship management and navigation.

It extends the time limit to file claims against the ocean carrier to 2 years following the day the goods were delivered or should have been delivered (presently 1 year).

It allows parties to so-called volume contracts to opt-out of some liability rules set in the convention.

It obliges ocean carriers to keep ships seaworthy and properly crewed throughout the voyage. The standard of care is not strict liability but due diligence.

The Rotterdam Rules will enter into effect a year after 20 countries have ratified the treaty; as of 2014 only 3 countries have ratified the treaty – very short of the 20 necessary. The thought process is that if the U.S. ratifies other, countries will follow suit.

Under the U.S. Constitution, for the U.S. to ratify a treaty, the President must obtain advice and consent of the U.S. Senate, which requires 2/3 approval in the Senate. To date, the President's office has not sent the Rotterdam Rules to the Senate for consideration, mainly because some U.S. port authorities and terminal operators oppose ratification. The ports and terminals believe that the Rotterdam Rules would impose greater risks of potential cargo damage liability that do not exist under the present U.S. Carriage of Goods by Sea Act ("COGSA").

As recently as last year, the U.S. State department indicated it was in favor of ratifying the Rotterdam Rules and ratification efforts were underway. At this point we will need to wait and see how the new Administration will deal with this pending matter. Certainly, from a shippers' and insurers' point of view, the Rotterdam Rules would be an improvement not only due to increased carrier responsibility (point to point) but also for the increased dollar amount recovery should the ocean carrier be found liable.

If anyone has further interest in the subject and wants to review a comparative analysis of the different Cargo Conventions (the Hague-Visby Rules, the Hamburg Rules and the Rotterdam Rules) visit: https://www.uncitral.org/pdf/english/workinggroups/wg_3/Berlingieri_paper_comparing_RR_Hamb_HVR.pdf .

ASSOCIATION NEWS

43RD ANNUAL CONFERENCE – LAST CHANCE TO REGISTER!

The Transportation & Logistics Council's ("TLC") 43rd Annual Conference is coming up soon at the Green Valley Ranch Resort, Henderson, Nevada on March 20th-22nd, 2017. Why does TLC call its Annual Conference "Education for Transportation Professionals"? Other organizations have conventions and trade shows, but there is none other that exclusively dedicates itself to providing educational opportunities to the people that actually "make the wheels go round".

This world is changing. Whether you are an experienced veteran or a newcomer to the world of transportation and logistics, every day there are new things happening.

- Big companies are acquiring competitors and smaller service providers to meet the challenges of globalization and to serve an international market.
- Federal and state governments continue to initiate new programs and to impose regulations that are intended to promote safety, protect the environment or employees, enhance national security and other worthy objectives, but many of which directly or indirectly impact the movement of goods and the ultimate cost to the consumer.
- Manufacturers, distributors and retailers that once had a "traffic department" or employed experienced professionals that managed their inbound and outbound movement of freight, negotiated with carriers, audited and paid freight bills and handled cargo claims no longer do this and "outsource" these functions to third party service providers.
- The Internet has become not just a replacement for traditional methods of communication, but a new way for consumer purchasing - resulting in new strategies for logistics and transportation companies to fulfill demands.
- Entrepreneurs are launching new products and services to meet changing needs of the industry.

- Insurers and carriers, understandably, continue to create new ways to limit their exposure to claims for transit loss and damage.
- Criminals are becoming more sophisticated and hijacking, imposter and identity theft are costing the transportation industry millions of dollars every year.

These are the kind of things TLC's Annual Conferences have focused on since it was established 43 years ago, and what transportation professionals really need to know about. The Council has assembled an impressive list of speakers and presenters for the educational sessions, including top experts and experienced practitioners who will give attendees practical information and advice that they can use in their everyday business.

In addition to the educational program, Hospitality Suites on Sunday and Monday evenings, and the President's Reception on Tuesday night provide an opportunity to build relationships and share experiences through networking with other transportation professionals.

Don't miss out on the best educational program and best value in the industry. Visit the TLC's Website at www.TLCouncil.org for complete details on the Conference program, on-line registration and hotel accommodations, or contact TLC by phone at (631) 549-8984.

Register for the Conference at http://tlcouncil.org/How_to_Register.

SPONSORSHIPS, DOOR PRIZES & EXHIBITORS

Sponsorships: Among the traditional amenities of the Transportation & Logistics Council's Annual Conferences are the Hospitality Suites on Sunday and Monday night of the Conference. Complimentary hors d'oeuvres and cocktails help create a welcoming atmosphere for attendees, an opportunity to meet both old and new friends, and to network with other transportation professionals. These Hospitality Suites are funded entirely by contributions from our sponsors, and we would like to ask you to make a contribution. We have three sponsorship levels: Bronze $300, Silver $500 and Gold $1000. Your company name will be prominently displayed at the entrance to the Hospitality Suite area, and will be published in the conference program, the TRANSDIGEST and on the TLC website. A sponsorship form is attached, and you can email, fax or mail it to the address on the form.

Door Prizes: Door Prizes can be sent to the TLC office at 120 Main Street, Huntington, New York 11743 or directly to the Green Valley Ranch Resort Spa & Casino, 2300 Paseo Verde Pkwy, Henderson, NV 89052. If sending to the hotel please let TLC know.

Exhibitors: Companies that would like to exhibit their services and/or products to a very select group of attendees are also invited to participate in the Annual Conference.

If you would like to be a sponsor, make a donation, or be an exhibitor, please contact Diane Smid at 631-549-8984 or email: diane@transportlaw.com.

Conference: For more details regarding 43rd Annual Conference General Sessions and Workshops, visit http://tlcouncil.org/home.

HENDERSON, NV ATTRACTIONS

For information on Henderson attractions visit http://www.visithenderson.com/.

CONDOLENCES

We are sad to report that Elizabeth "Betty" Deasy Augello passed on Thursday, January 26, 2017 surrounded by family. Born on October 6, 1928 she was married to William "Bill" J. Augello, one of the

founding directors of the Transportation & Logistics Council, Inc. for 56 years prior to his passing in 2006. Betty and her late husband raised their family in Northport, NY. Betty was a resident of Tucson, Arizona for 20 years at the time of her passing.

NEW MEMBERS

The Transportation & Logistics Council would like to welcome the following new members:

Regular Members

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CLASSIFICATION

FUTURE COMMODITY CLASSIFICATION STANDARDS BOARD ("CCSB") DOCKETS

	Docket 2017-2	Docket 2017-3
Docket Closing Date	March 23, 2017	July 13, 2017
Docket Issue Date	April 20, 2017	August 10, 2017
Deadline for Written Submissions and to Become a Party of Record	May 12, 2017	August 31, 2017
CCSB Meeting Date	May 23, 2017	September 12, 2017

Dates are as currently scheduled and subject to change. For up-to-date information, go to http://www.nmfta.org.

MOTOR

TLC SUPPORTS END TO FMCSA SAFETY FITNESS DETERMINATION RULEMAKING

The Transportation & Logistics Council, Inc. ("TLC") joined a coalition with 60 other associations and industry groups in asking the new Secretary of Transportation, Elaine L. Chao, to terminate the Federal Motor Carrier Safety Administration's safety fitness determination ("SFD") rulemaking.

According to the coalition's February 15th letter:

> Our major concern with the proposal is that the new proposed methodology utilizes flawed Compliance, Safety and Accountability (CSA) program/Safety Measurement System (SMS) data and scores, which Congress directed the agency to review and reform just months earlier in the Fixing America's Surface Transportation Systems Act (FAST Act) enacted in December of 2015. Those reforms are in process with initiation of a study by the National Academy of Sciences and their final report is expected in June of this year. As representatives of the commercial motor vehicle operator industry representing property and passenger carriers, we do not believe it makes sense to build a new safety fitness determination system upon a flawed system which is currently undergoing Congressionally mandated review and reform and is likely to change. While we support the goal of an easily understandable, rational safety fitness determination system, this proposal is built on a flawed foundation.
>
> We urge you to rescind this ill-advised and harmful rulemaking immediately and participate fully in the reform of the CSA/SMS process as mandated by Congress.

The complete letter is available online at:
https://drive.google.com/file/d/0B6aiirmQGAQSQWo4bWkzT0NtVktfUTFIbWx5MlAyVEdXOWpB/view

WHAT IS THE TRUE COST OF GOOD SERVICE? – A CASE STUDY

by Tony Nuzio, CEO
ICC Logistics Services, Inc.

Every business is concerned about keeping their operating costs under control, and if they're not, they certainly should be. Having said that, we constantly witness businesses focusing solely on cost reductions instead of what we believe should be the main focus of their business. What is that focus you ask? Servicing their customers, with the best possible service at the least possible cost. So a question every business should ask themselves is, ***What is the True Cost of Servicing our Customers?*** Most companies merely focus on the actual out of pocket costs they can easily identify, while in reality there are many additional costs that never get added to the ***"total cost"*** bottom line. That creates a false picture of the true costs associated with any business. Here is a real life example to prove our point.

A recent discussion with the operations manager of a beauty supply manufacturing company revealed that he is getting intense pressure from upper management to reduce his company's less-than-truckload ("LTL") outbound to customer shipping costs. In fact, his immediate boss believes there are "significant savings" that can be achieved by negotiating lower rates with a variety of LTL carriers. While that may or may not be true, there is much more this client needs to take into account before beating his current LTL carrier to lower their rates, and certainly before he opens any discussions with any other LTL carrier for that matter.

This manufacturer's products are sold in major retail stores throughout the country. For anyone who is familiar with delivering products to major retailers' distribution centers, there is much more to the business

arrangement than just getting the goods on the truck and out for delivery. Let's look at the entire process from initial order to final delivery to get a sense of the enormity of the business transaction.

The first step in the process involves the manufacturer receiving a purchase order from their customer. That step is followed by making sure they have all of the raw materials necessary to build the products in a timely fashion and to ship the order to the customer on time and damage free. But that's not all; the purchase order also provides the manufacturer with the ***MABD, "Must Arrive By Date."*** This is the date that the manufacturer must have his goods "officially" received at their customer's distribution center, or the customer will consider the order late. Any late delivery causes a whole host of additional problems for the manufacturer and can cost them significant dollars.

This manufacturer's current operation involves utilizing a single LTL carrier for all of their outbound customer orders. The main reason for this decision is a fairly attractive pricing structure, (at least that's what the manufacturer believes!) In addition, they only have one carrier calling on their shipping dock to pick up all of his outbound orders each day. So it's easy to understand why the manufacturer is comfortable with his current arrangement. It's also important to point out that over the past several years, this manufacturer has had to change his "preferred" LTL carrier several times because of poor service. More on this point later.

Once the goods are shipped, the real fun begins, and here's why. All the LTL carriers this manufacturer has used, now and in the past, have refused to make delivery appointments at the retail distribution centers ("DC") until the shipment actually arrives at the carrier's destination terminal. The LTL carriers' reasoning is that they want to make sure the goods are available for delivery before setting the appointment, which you can certainly understand. However, there is much more to be considered here; some of the retail distribution centers require a 24 to 48 hour advance notice before scheduling any appointments for delivery. So if the shipment arrives at the destination terminal a day before the ***"Must Arrive By Date"*** and the carrier gets an appointment for two days beyond that date, the order will obviously not be delivered on time. And for those who are familiar with these late delivery scenarios at these major retailer distribution centers, there is ALWAYS a vendor chargeback that follows. These chargebacks contain significant deductions in payments due the manufacturer as a result of the late delivery; and by the way, for a whole host of other reasons, too many to mention here.

Since these chargebacks are received on a fairly regular basis, this firm's management requires each chargeback to be investigated thoroughly to ensure they are valid. Certainly an important job function that is undertaken by this company with no less than 4 individuals getting their hands dirty in the process. It is a laborious, labor intensive and costly process to say the least.

So when this manufacturer presented this ongoing problematic issue to us, we had some observations and recommendations we presented to them, and here they are.

- First of all, we are all familiar with the definition of insanity; "***doing the same thing over and over and expecting a different result."*** It appeared obvious to us that the model of using a single carrier for all of these deliveries nationwide just might not be the best solution based on the fact that this company continues to change carriers because of inadequate service; even if the rates they charge a very competitive. If you factor in the chargeback dollars the company has had to write off because of these service issues; add the cost of the additional employees who investigate each of these problems, and add those costs to the outbound freight charges, the freight charges the manufacturer thought were competitive are no longer competitive. The goal must be to calculate "total costs" in any cost analysis. It's critical to ensure all of the associated costs are included in the analysis so you have a true cost comparison by which to base your business decisions on.
- Secondly, each of the retailers the manufacturer ships to has a "preferred" carrier list. So we recommended they use the "preferred" carriers of each of the major retailers since they have access

to deliver goods on a priority basis to the various retail distribution centers that other carriers may not have. They typically have dropped trailer agreements with the retailer and as long as the goods are received within the DC gate, even if they are not unloaded for days, they are considered delivered on time. By changing the carrier mix, on time delivery should be improved and the chargebacks should be significantly reduced as well.

- One further recommendation we made was to utilize a Freight Broker that has a significant amount of business from other clients going to these very same retail DCs, and because of the large volumes of shipments they handle, the broker's rates are extremely competitive. And to top it off, the broker has agreed to provide the following additional benefits, at NO ADDITIONAL COST. (1) a dedicated customer service rep for all questions, concerns and required information; (2) The broker will provide weekly, monthly and quarterly reports of all the shipping activity, including time in transit and cost information the manufacturer never had access to before (3) and finally, the broker will provide proactive communication to the manufacturer providing advanced warning for any shipment that might be problematic, so the manufacturer can communicate with their retail customer before, rather than after the fact. A huge customer service benefit. Oh and by the way, the rates the manufacturer will now pay are actually lower than his "very competitive" rates they are currently paying.

The real key to a successful operation is understanding all of the elements involved in the entire operational process. There are always a variety of key stakeholders in every business process and each of those stakeholders' needs must be considered. In this scenario, the overall freight costs have been reduced, customer service has been improved, late delivery chargebacks will be virtually eliminated and the operations manager's boss is finally off his back. A huge win for everyone.

HOW TO SECURE YOUR TERMINAL AND PREVENT TRUCK AND TRAILER THEFT WITHIN YOUR SUPPLY CHAIN

By Nick Erdmann
Transport Security, Inc. / ENFORCER®

One way to secure your terminal and reduce the chance of your trucks and trailers from being a victim of cargo theft is to establish realistic operational guidelines and stick to them. Make your facility a tough target. Take advantage of every tool you can think of to make the thieves' job more difficult. Remember, good security practices may be inconvenient, but they will pay off in the long run.

Following are the suggested company operational practices and physical security practices that can be included in your loss prevention and security program. Utilizing these procedures will help reduce the incidence of theft within your fleet and supply chain.

Company Operational Practices

Make sure you have terminal yards fenced and use only one gate for entrance and exit to control traffic in and out of your terminal yard.

The gates should be guarded at all times. If possible, do not leave loaded trailers and containers in your yard overnight, especially over long holiday weekends, unless there is 24 hour security personnel.

Do not accept late deliveries that cannot be off loaded the same day.

Park loaded trailers stored in the yard with the doors flush against a building and make sure cameras and extra security is utilized for these loads.

Use high quality trailer king-pin locks and landing gear locks for trailers and containers that must be left in your yard overnight or during a long holiday weekend.

Make sure you have complete records of all equipment that is in your yard, including trailer numbers, photos of trucks with license plate numbers and any identifications. Photos of all loads in yard is also a good procedure. Having detailed information of what is loaded on each trailer (e.g. Bill of Lading, trailer manifest, delivery receipt, etc.). Do not leave these documents in or on the trailer and container.

Consider installing GPS Tracking devices, starter disablers, and air cuff locks on your equipment. Heavy duty padlocks and security seals should be mandatory on all trailer and container doors.

Utilizing trailer GPS and Truck GPS on all of your equipment not only provides fleet utilization benefits, they can also be utilized to maintain equipment's whereabouts and notify personnel if the unit moves outside of a defined area.

Limit the number of employees who have access to shipping and receiving documents and information.

Get to know the law enforcement agencies that work in the area of your facility, especially those that work cargo theft investigations. Make sure they are familiar with your facility and operational procedures.

Install surveillance cameras at your facility and locate them so they clearly identify the driver, tractor and trailer entering and leaving your yard.

Consider painting large identification numbers on trailer roofs, so they are easily identified from the air. The number and letters should be at least 3 feet high and reflective or fluorescent to be clearly readable from an airplane or helicopter.

Participate in cargo security groups that provide networking with law enforcement, cargo theft task force agencies and security personnel.*

Utilize available training programs and/or conduct your own training for areas within your facility. Consider doing mock theft scenarios to test your responses and effectiveness of your procedures.

Physical Security Practices

Providing your own guards or contracting with a reputable guard service. Make sure the guard service conducts background checks on their employees and they understand your security procedures.

Doing random spot checks on your guards to make sure they are on the job and doing what you hired them to do. Sending an unknown person into facility to see if he/she is able to work their way past any of your security barriers. Do this both during normal working hours and after hours.

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* For example: Southeastern Transportation Security Council (https://setsc.org/); Southwest Transportation Security Council (SWTSC) (http://swtsc.com/); Midwest Cargo Security Council (http://www.midwestcargosecuritycouncil.com/) ; Western States Cargo Theft Association (http://www.wscta.com/); Mid-South Cargo Security Council https://midsouthcsc.org/); Virginia/Carolinas Cargo Security Council (http://www.vccsc.org/)

Consider requiring guards to keep a complete detailed log of all of their activities. Also consider having them take pictures of trailer seals, and locked doors and gates, as a checkpoint when they do rounds.

Require guards to do irregular timed patrols to prevent any type of routine or predictable patrols.

If possible place the guard in an inaccessible area where he/she can monitor activities on the facility and yet be secure and safe from assault. Make sure they have good communication equipment and have a protocol of whom to notify in the event of a problem.

Conducting a physical security audit of your facility can allow you to see how your systems are working and test to see if there are any deficiencies. Are you using the best advantage possible? (e.g. guards, lighting, fencing, alarms, CCTV etc.)

Key control for all locks and facility should be coded for the location and assigned to authorized personnel. Key management should be well documented and a list of all personnel that have keys monitored.

Personal access should be restricted to those areas of concern to the individual employee. Truck drivers do not need to be in the warehouse and warehouse workers do not need to be outside their assigned work areas.

Limit yard and facility access both during and outside of normal business hours.

All employees should be encouraged and trained to challenge any stranger in the loading dock area, the warehouse or terminal yard.

Implement the use of employee photo ID badges, and time and dated visitor security badges.

Setting up specific procedures concerning the type of documentation required from a driver before a driver is allowed to enter or leave the terminal/yard. Making sure this information is legitimate and matches information on file. (e.g. CDL, Bill of Lading, etc.)

Provide secure employee parking outside the cargo handling areas to make it more difficult to take stolen property to their vehicles.

Require all employees to enter and leave through one controlled/guarded door or gate.

Identify "high risk" cargo and take additional precautions while it is in the yard or warehouse such as designating a specific area for the "high value/high risk" products and maintaining extra security for these products while in warehouse or yard.

A Loss reporting system

Have a plan! Know who within the company to notify when a loss or theft occurs. Know which law enforcement agencies to notify to get a police report taken. Know how to notify cargo theft task forces of a loss. The quicker a loss is reported to law enforcement, the more chance there is for a recovery and arrests.

Law Enforcement participation

Get to know your local law enforcement agencies. Most law enforcement agencies know little or nothing about how your industry works. Invite them to participate in your training programs and offer to participate in their training sessions. The exchange of information will be beneficial to both your company and the law enforcement agencies.

CARRIERS PETITION TO USE PRE-EMPLOYMENT HAIR ANALYSIS

On January 18, 2016 six large motor carriers* petitioned the Federal Motor Carrier Safety Administration ("FMCSA") to allow them to conduct pre-employment drug and alcohol screening of commercial drivers' license ("CDL") holders using hair sample analysis rather than the current protocol that uses urine samples.

According to the Notice of Application for Exemption published in the January 19, 2017 Federal Register:

> The Applicants currently conduct pre-employment urine testing that satisfies the Department of Transportation's (the Department) requirements under 49 CFR part 40 and hair analysis, separate from the Department's controlled substances and alcohol testing program. The Applicants believe their data ''. . . demonstrates that hair analysis is a more reliable and comprehensive basis for ensuring detection of controlled substance use'' and the exemption would enable these fleets to discontinue pre-employment urine testing.
>
> . . .
>
> Under the exemption, the carriers would conduct pre-employment tests using hair analysis only, rather than hair analysis in addition to urine testing, and individuals with negative test results would be permitted to perform safety-sensitive functions for the employer. Individuals testing positive would not be allowed to perform safety-sensitive functions until the driver completes the return-to-duty process under Subpart O of 49 CFR part 40. In addition, the Applicants would share the positive hair testing results with prospective employers in response to safety-performance inquiries required by 49 CFR 391.23.
>
> The carriers that would be covered by the exemption already use hair analysis as a method for pre-employment controlled substances testing of drivers on a voluntary basis. However, they also conduct urine testing for drugs because it is the only screening method accepted under the Department's regulations. The Applicants view their use of multiple screening methods as an unnecessary and redundant financial burden. Also, the Applicants consider urine testing to be less effective in pre-employment screening for drugs than hair analysis.

The comment period on this application ran until February 19, 2017.

Visit https://www.fmcsa.dot.gov/regulations/notices/2017-01278 to view the Federal Register Notice.

OCEAN

JONES ACT CHANGES PROPOSED

On January 18, 2017 Customs and Border Protection ("CBP") proposed to apply the Jones Act to movements of equipment to offshore oil and gas operations. The proposal would strengthen the law's U.S.-flag requirements according to Jones Act advocates, the American Maritime Partnership ("AMP"), which

* J.B. Hunt Transport, Inc, Schneider National Carriers, Inc., Werner Enterprises, Inc., Knight Transportation, Inc., Dupre Logistics, Inc., and Maverick Transportation, LLC.

represents domestic carriers and shipyards. The AMP praised CBP's proposal to revise almost 30 interpretative rulings that the AMP said provided a "loophole" to the Jones Act.

The Jones Act essentially requires that U.S. domestic shipments be transported by U.S. flag vessels, owned, made and operated by U.S. citizens.

The proposal would revise the agency's position that "vessel equipment" carried between two domestic points is not considered "merchandise" that the act requires to be carried on U.S.-flag vessels and primarily affects the offshore oil and gas industry, with implications for other domestic shipping.

According to the AMP press release:

> "The men and women of the American maritime industry commend the U.S. Customs and Border Protection's efforts to rightfully restore over 3,200 American jobs to the American economy and close loopholes that gave preference to foreign workers and foreign shipbuilding," said Tom Allegretti, Chairman of the American Maritime Partnership**.** "We applaud President Trump's commitment to 'buy American and hire American,' and the correct and lawful interpretation of the Jones Act will ensure the preservation of American jobs and maintenance of the U.S. shipyard industrial base, both of which are critical to our economic security and national security."
>
> AMP joins a growing list of government and industry leaders that understand the importance of restoring American jobs to the American economy and support the restoration of this lawful interpretation of the Jones Act, which governs the transportation of equipment and cargo between coastwise points.

The comment period, originally set to end February 17, 2017, has been extended to April 18, 2017.

Read the AMP press release at https://www.americanmaritimepartnership.com/2017/01/30/leaders-government-maritime-applaud-u-s-customs-border-protection-cbp-revocation-notice-creating-3200-american-jobs/

Visit https://www.cbp.gov/sites/default/files/assets/documents/2017-Jan/Vol_51_No_3_Title.pdf to read the CBP's proposal and visit https://www.cbp.gov/trade/extension-comment-period-jones-act-proposed-revocations-and-modifications for the CBP's notice extending the comment period.

EAST & GULF COAST PORT CONTRACT ISSUES

While the current contract between the International Longshoremen's Association ("ILA") and its employers in Gulf and East Coast ports does not expire until September 30, 2018, the parties have started meeting to flesh out the issues.

According to reports from informal meetings between the ILA and management's coastwide bargaining group, the United States Maritime Alliance ("USMX"), technology and automation along with ILA jurisdiction over chassis maintenance and repair will be top issues in the upcoming negotiation.

The ILA is opposed to fully automated terminals and wants a bargaining structure the preserves union leverage over local port issues.

ILA contracts are negotiated in two levels. The master contract covers wages, medical benefits, carrier-paid container royalties, and other coastwide issues. Local contracts, such as the one for New York-New Jersey, cover work rules, pensions, and other port-specific issues.

The master contract includes an anti-strike provision that in the past has been utilized when negotiations on local contracts extended past the ratification of the master contract. This time around, the ILA wants to avoid that situation by having all local issues resolved before the master contract is ratified.

No date has been set for formal bargaining to begin, which won't start until after ILA locals elect 150-plus wage-scale delegates to be on hand for the negotiations.

Shippers need to pay attention to developments as in the past, shippers have incurred the expense of stockpiling inventories and rerouting cargo when there were threats of port closures. If shippers fail to make contingency plans, they risk suffering from having their supply chains disrupted as happened when the West Coast ports were gridlocked for months when contracts negotiations stalled (that contract expires July 1, 2019).

HANJIN BANKRUPTCY

On February 17, 2017 a South Korean court declared Hanjin Shipping bankrupt after years of struggling with billions of dollars of debt. Hanjin had filed for bankruptcy protection in August of 2016, owing $5.37 billion, with most of its fleet of 141 ships banned from docking in the U.S., China and many other countries because of its failure to pay ports for their services. Ships in ports also faced problems as the ports were concerned regarding payment for services.

The Seoul Central District Court said in a statement it has chosen a bankruptcy administrator, and claims by creditors are due by May 1, 2017. The first meeting of creditors will be held on June 1, 2017. The court went forward with the bankruptcy as it had been determined that the firm's liquidation value would be worth more than its value as a going concern.

Hanjn's demise represents the biggest bankruptcy in container shipping and news of its impending doom last year caused chaos in the global industry that continues today. For example:

- An estimated 30 to 40 percent of the over 500,000 containers leased by Hanjin Shipping have not yet been recovered by leasing companies, leading to concerns that container inventories may fall as lessors place a hold on new container orders until their outstanding boxes are back in circulation.
- More than two-thirds of the Hanjin shipping fleet is idle, still looking for employment in a tough capacity market.
- Sale of Hanjin's U.S. terminals is stalled by litigation as creditors worry they won't be properly compensated when the sale proceeds, particularly if the money is repatriated to South Korea.

QUESTIONS & ANSWERS

By George Carl Pezold

FREIGHT CLAIMS – TRANSFER OF TITLE, OR, WHO OWNS THE GOODS?

Question: I have some questions that were brought up and wanted to see if I could get some clarity. We really enjoy the TLC newsletter here at our company.

Below are a few scenarios related to my questions surrounding transfer of title:

1. An order was placed and supplied with a company within the US. The freight terms per the purchase order ("PO") were FOB, prepaid and add. When does title transfer to the buyer?

2. An order was placed with a company with a US address but the product was supplied from China. The freight terms per the PO were FOB Destination. The vendor did not send an order confirmation. When the invoice was received for payment the freight terms were noted as EXW. When does title transfer to the buyer?

3. Are EXW and FOB shipping point terms interchangeable?

Answer: In the U.S. commercial sales are generally covered by the Uniform Commercial Code. ("UCC"). The UCC does not use the language "transfer of title" and instead speaks in terms of the right of possession and when delivery takes place when specific terms of sale are used.

Thus, under an "FOB origin" sale, delivery to the buyer normally takes place when the goods are tendered to a carrier by the seller, and risk of loss in transit is on the buyer. .

Most international sales transactions use the Incoterms. Like the UCC, Incoterms also speak in terms of delivery and risk of loss, and not "transfer of title". In that regard, the Incoterm "EXW" is analogous to the UCC "FOB Origin".

Copies of UCC Sections 2-319 and 2-320, and the Incoterms 2010 description of EXW are available online respectively at:

https://www.law.cornell.edu/ucc/2/2-319
https://www.law.cornell.edu/ucc/2/2-320
http://www.wcl-shipping.com/wcl-17/wcl/images/pdf/incoterms_2010_chart.pdf
http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/

FREIGHT CLAIMS – USING CUSTOMS DECLARED VALUE

Question: I am the claims manager for a Canadian motor carrier and have had a customer challenge a payment that I approved regarding some damaged freight. My question is this, if there is a collect shipment from US to Canada, what is the legal amount that a carrier is liable for? This shipment was accompanied by commercial invoices that showed a declared value for customs clearance purposes that was different from the purchase invoices. When the claim was submitted, the claimant requested the amount the supplier billed them for the product, which was almost double the value that was declared for customs purposes.

Which amount are we liable for?

Answer: The carrier is liable for the claimant's "actual loss". I would assume that the buyer in Canada had risk of loss in transit and was therefore obligated to pay the seller its invoice representing the delivered price of the goods. If so, that would be the proper measure of damages (less any salvage), notwithstanding some other amount that may have been declared for customs purposes.

FREIGHT CLAIMS – QUESTIONS REGARDING TEMPERATURE DEVIATION

Question: We have received several damage claims for imitation crab meat that went above the assigned temperature threshold. The claimant has provided temperature readings from their recorders that were probed into the product while in transit. The product was supposed to be kept between 28°F and 40°F. While in transit there were readings as high as 44°F for several hours.

The bill of lading states, "Keep Refrigerated Maintain at 30°F; Continuous". The carrier(s) are not providing temp logs as we have requested.

I recently skimmed through the HACCP Appendix 4: Bacterial Pathogen Growth and Inactivation documents (https://www.fda.gov/downloads/Food/GuidanceRegulation/UCM252447.pdf).

In it, it reads for raw, ready-to-eat products (which I am only assuming is imitation crabmeat):

For raw, ready-to-eat products:

• If at any time the product is held at internal temperatures above 70°F (21.1°C), exposure time (i.e., time at internal temperatures above 50°F (10°C) but below 135ºF (57.2ºC)) should be limited to 2 hours (3 hours if Staphylococcus aureus (S. aureus) is the only pathogen of concern),

OR

Alternatively, exposure time (i.e., time at internal temperatures above 50°F (10°C) but below 135ºF (57.2ºC)) should be limited to 4 hours, as long as no more than 2 of those hours are between 70°F (21.1°C) and 135ºF (57.2ºC);

OR

• If at any time the product is held at internal temperatures above 50°F (10°C) but never above 70°F (21.1°C), exposure time at internal temperatures above 50°F (10°C) should be limited to 5 hours (12 hours if S. aureus is the only pathogen of concern);

OR

• The product is held at internal temperatures below 50°F (10°C) throughout processing,

OR

Alternatively, the product is held at ambient air temperatures below 50°F (10°C) throughout processing.

The way that I am understanding this is that the imitation crabmeat did not go above 50°F, so it could not be contaminated like the receiver claims.

I have several questions:

1. What are the guidelines used for determining if food product is considered contaminated or adulterated?

2. Does a receiver have a right to refuse product because it goes slightly above a threshold?

3. If the receiver refuses the product, what steps should be taken by the shipper or receiver to mitigate its damages?

4. Is the carrier in violation of its obligation to provide the requested trailer temperature logs, which per Section 1.908 of the FSMA (Food Safety Modernization Act) is a requirement of the "transportation operations"?

We have requested documentation from the claimant's Quality Assurance Dept. to prove that the product has been damaged, but they have not provided it yet.

Where do we go from here and is the claimant required to prove damages other than the trailer temperature recordings?

Answer: Questions like this have come up before.

Transportation of food and food-related products is subject to a very high standard of care. Products requiring refrigeration can be damaged in many ways - quality, flavor, consistency, shelf life, etc. - if transported at the wrong temperature. Shippers are concerned about the quality of their products, as well as things like product liability, damage to their trade name, etc. and consider failure to maintain proper temperatures as a material breach of the contract of carriage.

While you could make an argument based on your quoted language from the HACCP Appendix 4 that the crabmeat should have been suitable for human consumption, Courts tend to side with the shipper in cases involving perishables and food products if there is any doubt at all, and particularly if the shipper provides a reasonable explanation as to how temperature abuse would be likely to affect the goods.

FREIGHT CLAIMS – CARRIER OBLIGATION TO PROVIDE ALTERNATE DELIVERY

Question: I deliver to a company that wants me to pay for alternate delivery of my cargo if I have a flat tire on the road. They want me to deliver it by airplane or by train or FedEx at my expense. Is there any sort of insurance policy to protect me for that?

Answer: A carrier can have liability if there are actual damages resulting from an unreasonable delay ("failure to deliver with reasonable dispatch"). However, unless you have contractually agreed to pay for expedited delivery (air freight, FedEx, etc.) you cannot be required to do so.

CARRIERS – OWNER/OPERATOR AGREEMENTS

Question: Hi, maybe you can help. I'm an owner/operator leased to a company that's possibly not so honest. My question concerns load rate confirmation sheets. Are they supposed to be providing me a copy or not? If so, what laws or rules cover this?

Answer: Federal regulations require a written lease between an authorized motor carrier and an owner-operator, and specify the terms and conditions that must be in such leases. With regard to the right of the owner-operator to have information about the actual freight charges charged by the motor carrier, the regulations at 49 USC Section 376.12, "Written Lease Requirements", provides as follows:

> (g) Copies of freight bill or other form of freight documentation. When a lessor's revenue is based on a percentage of the gross revenue for a shipment, the lease must specify that the authorized carrier will give the lessor, before or at the time of settlement, a copy of the rated freight bill or a computer-generated document containing the same information, or, in the case of contract carriers, any other form of documentation actually used for a shipment containing the same information that would appear on a rated freight bill. When a computer-generated document is provided, the lease will permit lessor to view, during normal business hours, a copy of any actual document underlying the computer-generated document. Regardless of the method of compensation, the lease must permit lessor to examine copies of the carrier's tariff or, in the case of contract carriers, other documents from which rates and charges are computed, provided that where rates and charges are computed from a contract of a contract carrier, only those portions of the contract containing the same information that would appear on a rated freight bill need be disclosed. The authorized carrier may delete the names of shippers and consignees shown on the freight bill or other form of documentation.

FREIGHT CHARGES – LIABILITY WHEN BROKER DEFAULTS

Question: I use freight brokers to haul shipments to my customers. One of them went out of business and didn't pay the trucking company their fee. I paid the broker for the shipment over 6 months ago. A collection agency is calling and mailing collection letters to myself (broker of the merchandise) and the consignee and shipper demanding payment. What recourse do I have since the charge has already been paid to the freight broker? Thanks

Answer: It sounds as though you are being harassed by one of the collection companies that specializes in going after shippers and consignees where a freight broker was involved and has failed to pay the motor

carrier. It is possible that the carrier has assigned its claim for freight charges to the collection company, but that doesn't necessarily mean that you have any liability for a "double payment".

The bill collectors may tell you that they are entitled to collect under the Interstate Commerce Act or relevant case law. However, there are conflicting court decisions in this area, and the results often turn on the specific facts - such as how the parties are identified on the bill of lading, and whether there was a prior course of dealing.

The cases holding that the shipper should not have to pay twice generally say that since the broker was an independent contractor, there was no contractual relationship (privity) between the shipper and the carrier, and that the carrier essentially agreed to look only to the broker for payment. Cases to the contrary usually rely on a contractual relationship created by the bill of lading.

The bill of lading is the "contract of carriage". Since liability for freight charges is contractual, the first thing that you should check is whether the carrier that claims to have transported the shipment is actually the same as the one that is named on the bill of lading. If not, there would be no contractual basis for its claim.

FREIGHT CLAIMS – ADMINISTRATIVE FEES

Question: What is the normal administration fee when filing a cargo claim to a less-than-truckload ("LTL") carrier?

Answer: While it would seem reasonable to add an "administrative fee" to cover the expense of preparing a loss or damage claim, most LTL carriers will not pay this. Under the "Carmack Amendment" you are entitled to recover your "actual loss" to the goods that you have shipped, but this generally means the invoice price to your customer (less salvage, if any) without adding consequential damages such as the administration expense.

FREIGHT CLAIMS – INSURABLE INTEREST OF INTERMEDIARY

Question: Our transaction was the following:

We purchased maritime insurance for cargo that was sold directly to the customer from our supplier because we did not have a current organic certification to sell directly, so we did not show invoicing to customer for actual product. We billed customer for our commission and freight costs.

Transport booking was made using our contracted pricing with freight forwarder.

To add to the level of complexity, the cargo was inspected by customs agents in Mexico, where the temperature elevated to above normal temperature for our reefer cargo.

Customer has rejected the product due to block freezing. We have maritime insurance for this load, but is this appropriate since the abuse happened under FCA Zamora (plant's location) term?

In this case, the buyer of the product is relying on us to process the full claim via our insurance, which I suspected would not be covered but I am being tasked to try in this case.

Answer: This is a tough question to answer. Under FCA "plant" or origin, the risk of loss would be on the buyer, but you did not appear to suffer any loss other than your "commission and freight costs", so it does not seem that this would be covered under your marine insurance.

The problem is that the buyer is the party that has an "insurable interest" in the goods. You might be able to get an assignment of interest from the buyer that would allow you to claim under your policy, but you would have to check with your insurer to see if that would be possible.

BILLS OF LADING – SECTION 7 VS. TARIFF RULE

Question: Which takes precedence: signed section 7 on the bill of lading or carrier's rules tariff that states, "if section 7 is signed, it is invalid"?

Answer: This is not a simple question and it could depend on the form of the bill of lading, whether the carrier is a participant in the National Motor Freight Classification ("NMFC"), and whether the tariff is applicable.

FREIGHT CHARGES – CARRIER SEEKING PAYMENT FROM BROKER

Question: I work for a motor carrier company and we hauled a load back in September for a broker. The load itself was hauled from Lusk WY to Atlantic IA, which is a 600 miles trip, with 46240 lbs. of hay.

It turns out that this is not a broker company but a carrier like us and after 4 months they still haven't paid for the load ($1000). Now, nobody even picks up the phone or responds to our emails.

I can not find where we can file a claim or how. We would like some help, do you have any suggestions please?

Answer: Most likely your only remedy is to file a lawsuit to collect your freight charges from the carrier that owes you the money. You may be able to do this in your local small claims court, but you will need to check with them since procedures are different in each state.

The Federal Motor Carrier Safety Administration ("FMCSA:") maintains a website with a Licensing & Insurance section at http://li-public.fmcsa.dot.gov/LIVIEW/pkg_html.prc_limain.

Since all motor carriers and brokers are required to file a BOC-3 form and designate process agents in each of the states upon whom service of a complaint can be made, you can commence a suit where you are located and effectuate service on the defendant by serving the agent.

If you go to the above website, click on the drop-down box called "Choose Menu Option", then select "Carrier Search" and enter the USDOT or MC number for the carrier. From that page you can find the BOC-3 company. Go back to the previous menu and select "Blanket Companies", and find the BOC-3 company, which will list the name of the process agent in your state.

FREIGHT CLAIMS – DAMAGE TO BROKERED LOAD

Question: We hired a broker to pick up a load for us. They brokered it out to a carrier. There were damages sustained from the carrier that was hired. So now, we aren't paying the broker because of the damage to the freight. They refuse to cover damages to the freight so we aren't paying their invoices.

Are we in any way responsible for paying the broker? They were the ones who accepted the load, they brokered it out and there was damage done. Now they are saying we are responsible to pay for damages, not them. So confusing.

The broker refuses to take responsibility for freight and are saying their carrier is not responsible either. Is there some sort of surety, one that protects the shipper?

Answer: As a general rule, brokers are not liable for loss or damage (unless you had a contract that provided the broker would assume liability). You probably are liable to the broker for the agreed freight charges.

If you have not yet done so, you should file a claim **in writing** with the responsible motor carrier. If you don't know how to do this there is a good booklet called "How to file a claim for loss or damage" that is available on the TLC website at http://www.tlcouncil.org/sites/default/files/how_to_file_a_claim.pdf.

If the carrier does not pay the claim, your recourse is to file a lawsuit - there is no "surety" or mandatory cargo insurance like the old BMC-32 endorsement.

Depending on the amount of the claim you may be able to do this without a lawyer in small claims court but you will need to check the local rules, or you may need to hire an attorney (preferably someone who specializes in transportation).

FRIGHT CLAIMS – DELAY IN REPORTING OS&D CLAIMS

Question: We are a third party logistics provider that provides warehousing, transportation, and claims services for a customer.

Per agreement the carrier's freight is loaded on a drop trailer at the warehouse. The carrier is then required to report any discrepancies in pallet count at the first point of handling.

We have multiple issues with one carrier:

1) There was no discrepancy report issued at the first point of handling.

2) The carrier delivered the freight to the consignee on a drop trailer.

3) The delivery receipt is signed with a shortage of pallet(s) or cases (that we can prove made up a full pallet of product).

4) A claim for lost freight is filed with the carrier (3-6 months after delivery).

5) The carrier declined the claim.

6) The carrier supplied a delivery receipt to another location proving that the freight was delivered incorrectly (also on a drop delivery trailer).

7) The carrier is requesting that the shipper use the delivery receipt to collect payment from the location the freight was delivered to.

8) The freight was not refused back to the carrier.

9) The carrier was not notified of the error until the claim was filed (3-6 months after delivery).

Our customer (the shipper) is stating they cannot bill the delivery customer for the additional freight and they are demanding that the carrier pay for the misdelivered freight.

The carrier is contesting that they were not notified of the error and were not given the opportunity to pick up the misdelivered freight and deliver it correctly. The delivery customer at this point has most likely sold the product, however they have not paid for it.

Who is correct?

Answer: There is no easy answer to these questions, particularly because of the "dropped trailers" for unloading. Obviously there are factual issues that would be different in each case, and it is apparent that there is fault on the part of the carrier if there was a misdelivery, as well as on the consignee that delayed in reporting the shortage, and the consignee that received the overage.

Part of the problem is that many large retailers do not report over, short and damaged ("OS&D") problems at the time of delivery, and the shipper does not learn about them until much later, when the purchaser deducts for loss or damage when paying the seller's invoice.

I would note that this type of small shortages (one pallet, a few cases missing from a pallet, etc.) is common in delivering to large retailers and often is evidence of theft or pilferage at the destination, after delivery. If you see a recurring pattern at a particular consignee's facility there may be a security problem, and you should contact the consignee's security people and request them to investigate.

RAIL

POSSIBLE IMPACTS OF REGULATORY ROLLBACK

On January 20, 2017 the new Administration issued a memorandum to heads of executive departments and agencies which instructs them to postpone various regulatory initiatives to allow time for further review. One of the results was that the Surface Transportation Board ("STB") announced on January 27, 2017 that it was:

> extending the effective date of the final rule in United States Rail Service Issues—Data Collection, Docket EP-724 (Sub-No. 3) et al., which requires all Class I railroads, and the Chicago Transportation Coordination Office (CTCO), through its Class I members, to report certain service performance metrics to the Board on a weekly, semiannual, and occasional basis.
>
> . . .
>
> The new effective date of the final rule will be March 21, 2017, with the first reports to be filed by Class I railroads on March 29, 2017.

Other rules/regulations may also be impacted, with the rail industry and shippers disputing whether a pending new rule that would permit "reciprocal switching" should be included in the regulatory freeze. The changes to the reciprocal-switching rule sought by shippers would require Class I railroads to move a customer's carload volume to a competing rail line if it is "practicable and in the public interest" or "necessary to provide competitive rail service."

The rail industry has taken the position that the freeze should apply and that at the very least, the STB shouldn't move forward on major regulatory actions until the five-member STB fills its two missing seats.

To view the STB's January 27, 2017 release, visit:
https://www.stb.gov/__85256593004F576F.nsf/0/E869F85DF00F2944852580B5005116A0?OpenDocument

CCPAC NEWS

CCPAC

Established in 1981, the Certified Claims Professional Accreditation Council ("CCPAC") is a transportation cargo claim accrediting organization with a global membership and is comprised of shippers, manufacturers, freight forwarders, brokers, logistics companies, insurance companies, law firms and transportation carriers including air, ocean, truck and rail and various related transportation organizations. CCPAC seeks to raise the professional standards of individuals who specialize in the administration and

negotiation of cargo claims. Specifically, it seeks to give recognition to those who have acquired the necessary degree of experience, education, expertise and who have successfully passed the CCP Certification Exam covering domestic and international cargo liability, warranting acknowledgment of their professional stature.

There will be a CCP primer held Sunday, March 19th before the Transportation & Logistics Council, Inc.'s 43rd Annual Conference, "Education for Transportation Professionals" to be held at the Green Valley Ranch Resort Spa & Casino, Henderson, Nevada on March 20th-22nd, 2017. The next CCP exam will be held on Wednesday, March 22nd after the Conference.

Additional information can be obtained by contacting John O'Dell, Executive Director of CCPAC, by phone: 904-322-0383 or email: jodell@ccpac.com or visit http://www.ccpac.com/.

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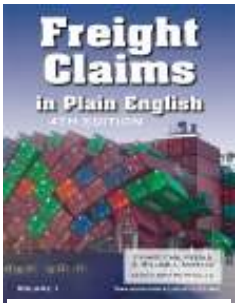
Freight Claims in Plain English, Fourth Ed.

by George Carl Pezold and William J. Augello



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"Freight Claims in Plain English" is now available again in this completely revised and updated Fourth Edition. The text has been expanded to cover many new subjects, recent developments and court decisions affecting transportation in general and claims for loss and damage to cargo in particular, including developments in international ocean and air transportation, intermodal, and cross-border trade with Canada and Mexico.

This Fourth Edition contains extensively revised sections on all aspects of the law and citations to hundreds of new court decisions. The page numbering has been simplified in order to facilitate finding answers to your questions. As with prior editions, a well organized and detailed table of contents, topical index, and table of authorities are included, as well as extensive appendices containing valuable resource materials.

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- INTERMODAL AND MULTIMODAL LIABILITY
- BEGINNING AND ENDING OF CARRIER LIABILITY
- CONTRACTS OF CARRIAGE AND BILLS OF LADING
- CLAIMS PROCEDURES & ADMINISTRATION
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A separate **REGISTRATION FORM** is required for **each** person registering

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☐ SPOUSES/GUESTS (select one)	☐ ALL MEALS $275.00 ☐ PRESIDENTS DINNER ONLY $100.00

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Transportation & Logistics Council's 43rd Annual Conference

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Transportation & Logistics Council
40ŇŘ Annual Conference
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Exhibitor Information

If interested in exhibiting at the Transportation & Logistics Councilôs 43rd Annual Conference, please contact Diane Smid for further information at (631) 549-8984 or by email to diane@transportlaw.com. The conference will be held from **March 19, 2017 to March 22, 2017** at the Green Valley Ranch Resort Spa & Casino, Henderson, Nevada.

The following is a summary of information about the exhibit program at TLCôs conference.

Preliminary Schedule

The exhibit floor is open on Sunday, March 19, 2017 7:00 pm through Wednesday March 22, 2017 12:00 pm

Move In/Set up

Sunday	March 19th	9:00 am ï 5:00 pm	

Exhibit Hours

Sunday	March 19th	7:00 pm ï 9:00 pm	
Monday	March 20th	7:30 am ï 5:00 pm	7:00 pm ï 9:00 pm
Tuesday	March 21st	7:30 am ï 5:00 pm	
Wednesday	March 22nd	7:30 am ï 12:00 pm	

Move Out

Wednesday	March 22nd	12:00 pm ï 4:00 pm

Costs of Exhibiting

$1,200 per booth for TLC members

$1,400 per booth for non-members

10' by 10' booth display with a six (6ô) foot draped table and two (2) chairs

One complimentary full conference registration per booth rental. Includes all sessions, handouts, continental breakfasts and coffee breaks Monday, Tuesday and Wednesday and lunch on Monday and Tuesday.

The Cost of Exhibiting is for one booth worker. A charge of $200.00 will be incurred for each additional booth worker.

Registration list will be provided to exhibitors.

The Transportation & Logistics Council, Inc.

Phone: (631) 549-8984 **120 Main Street, Huntington, NY 11743** **Fax: (631) 549-8962**
E-Mail: diane@transportlaw.com

APPLICATION FOR ANNUAL MEMBERSHIP

Membership in the Council is open to anyone having a role in transportation, distribution or logistics. Membership categories include:

- **Regular Member** (shippers, brokers, third party logistics and their representatives);
- **Multiple Subscriber** (non-voting additional representatives of a **Regular Member** firm); and
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All members receive:

- An email subscription to ***TRANSDIGEST*** (TLC's monthly newsletter). NOTE: To receive the printed version of the ***TRANSDIGEST*** by First Class Mail a fee of $50, in addition to applicable membership fee, will apply.*
- **Reduced rates** for **ALL** educational programs, texts and materials.

New Members also receive:

- A complimentary copy of "**Shipping & Receiving in Plain English, A Best Practices Guide"**
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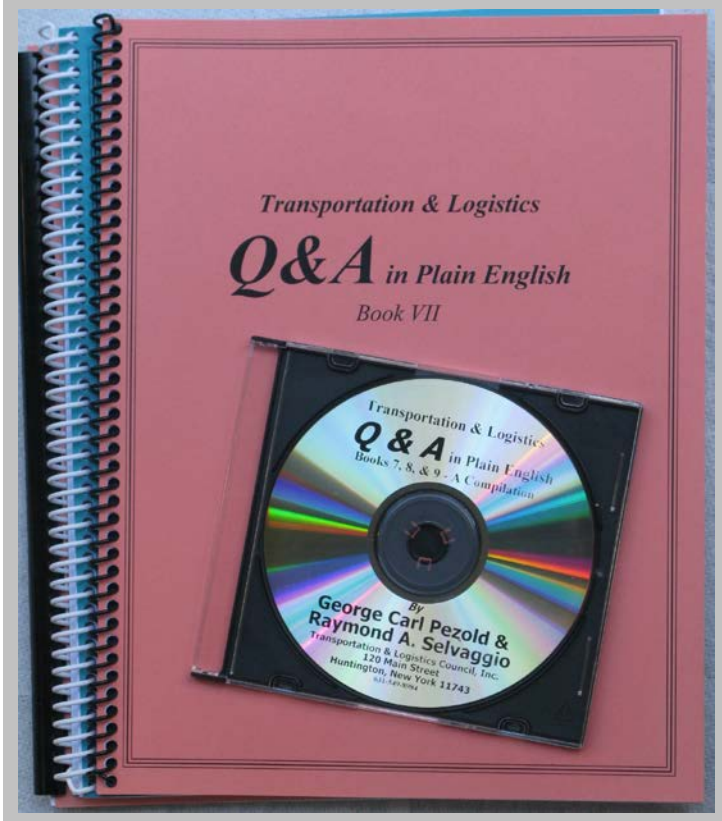

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