

Cargo - Port Facilities Rates & Tariffs

FMC Tariff No. 2

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SECTION VI - LOADING & UNLOADING (RULES, REGULATIONS & CHARGES)

DEFINITION - LOADING & UNLOADING

600

Issued - June 15, 1990

Effective - July 1, 1990

Loading and unloading means the services of loading or unloading cargo between any place or point of rest on a public wharf or terminal, and railcars, trucks, or any other means of land transportation. Loading and unloading, for purposes of this section, shall not include the services provided in conjunction with cargo loaded or unloaded from land transportation conveyance without being placed at point of rest on the public wharf or terminal, as well as cargo loaded or unloaded, directly between ocean carriers and barges, or directly between ocean carriers and open top railcars or open top trucks by ships' tackle.

Truck loading consists of moving cargo over the wharf or terminal facility to the truck, spotted at a place designated by the Assignee of the Berth or his designee, elevating the cargo onto the truck and stowing the cargo in the truck, but shall not include sorting or grading or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee's pallets.

Truck unloading consists of removing cargo from the body of the truck, spotted at a place designated by the Assignee of the Berth or his designee and moving it over the wharf or other terminal facility.

Partial loading or unloading of trucks (tailgate):

Partial loading or unloading, commonly called "tailgate loading or unloading," consists of loading or unloading in which the Assignee of the Berth or his designee, through the use of a forklift machine and operator, only, places cargo on or removes cargo from, the tailgate of a truck. Tailgate loading or unloading shall also consist of loading or unloading of a truck where the forklift operator is able to either remove or place cargo on the truck or in a position for further handling by personnel of the motor carrier. Tailgate loading or unloading requires that the truck have sufficient personnel and equipment to unstow or stow the cargo on the truck at a rate which enables the cargo to be moved as rapidly as may be accomplished by the Assignee of the Berth's, or his designee's, forklift machine and operator.

All other loading and/or unloading that requires more equipment and/or personnel than one forklift machine and operator per package or pallet shall be considered full loading or unloading.

Charges for loading published in this tariff do not include the service or cost of providing or installing dunnage, blocking, bracing, or other materials deemed necessary to secure or prepare shipments for movements. Charges for these services are as shown in Item 636 of this tariff. Charges for unloading published in this tariff include the removal from rail cars the lading, blocking, bracing, strapping, paper or debris of any kind which is not a part of the car or its equipment.

OBLIGATION OF ASSIGNEE OF THE BERTH - EXCEPTIONS

602

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Except as otherwise provided herein, the Assignee of the Berth or his designee shall have the full privilege, right and obligation to perform, or have performed for his account, all loading or unloading services required as set forth in this tariff.

Exception for trucks

The choice of utilizing the services of the Assignee of the Berth, or his designee, for full loading and/or unloading of trucks shall be left to the discretion of the cargo owner, shipper or receiver. In the case of partial loading and/or unloading, the motor carrier or truck operator may designate the party to move the cargo within the truck.

The Assignee of the Berth or his designee shall not be required to furnish pallets, dunnage packing, bracing, blocking or any other material required for such loading or unloading.

The designation of a licensed independent lift operator shall be in accordance with the requirements of Item 604.

The cargo owner may choose to load or unload his cargo with his own employees, however, should he elect to do so, he shall furnish to Board evidence of insurance coverage including, but not limited to, Workers Compensation, Comprehensive General Liability, and such other insurance in such form and with such minimum limits as the President and Chief Executive Officer may require. Failure to obtain and submit evidence of such insurance coverages as required shall constitute cause for denying the use of the Board's facilities.

DESIGNATION OF LICENSED INDEPENDENT LIFT OPERATOR

604

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Cargo owners, shippers or receivers who desire to utilize the services of a party other than the Assignee of the Berth or his designee, to load or discharge a truck, van or trailer at a public wharf, may do so, subject to the following:

Only those parties holding a valid license, issued in accordance with the provisions of Item 326, shall be authorized to perform this service. Cargo owners, shippers or receivers shall notify the Board, in writing, prior to the anticipated receipt or delivery of the cargo, naming the licensed independent lift operator authorized to perform the service. The licensed independent lift operator designated by the cargo owner, shipper or receiver shall be reported to the Assignee of the Berth, or his designee, and the request shall be considered as approved, unless the Board notifies the appropriate party to the contrary. Such requests shall be renewable by the cargo owner, shipper or receiver.

It is the policy and intention of this Board, in licensing independent lift operators, that they shall have equal access to and use of the Board's public wharf facilities in order to perform truck loading and unloading services.

The acceptance or release of cargo shall not be conditioned upon the payment of a FAX fee or similar direct or indirect charge or assessment to an Assignee or his designee, except where such fee or assessment is also billed to and collected from all cargo shippers, receivers or cargo owners without regard to the party performing the loading and/or unloading service.

PERSONS PERFORMING CARGO LOADING AND UNLOADING - RESPONSIBILITY

606

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Any person who performs loading and unloading services, as defined herein, whether at the request of a motor carrier, truck operator, cargo owner, shipper or receiver shall perform such services in accordance with and be subject to all of the rules and regulations set forth in this tariff.

APPLICATION OF LOADING/UNLOADING CHARGES

608

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Except as otherwise provided in this tariff, the party performing the loading or unloading services shall assess and collect the charges for and in connection with those services performed by it, as defined herein, strictly in accordance with the classifications, rules, regulations and practices, and at rates and charges which do not exceed those set forth in this tariff and, further, shall not in any respect whatsoever deviate from or violate any of the terms or conditions or provisions of this tariff, and no rates or charges assessed or collected pursuant to this tariff shall be directly or indirectly refunded or remitted in whole or in part in any manner or by any device.

Exceptions:

1. The rates, charges, rules and regulations contained herein shall not be applicable to shippers or receivers of cargoes moving on through intermodal single factor rates applying from and to interior points in the United States to and from foreign destinations published in the Ocean Carriers' Tariffs.
2. In the case of partial loading and/or unloading of trucks, the charge assessed to any party shall not exceed 50 percent of the applicable rate.

APPLICATION OF LOADING/UNLOADING CHARGES ON PALLETIZED AND NON-PALLETIZED SHIPMENTS

610

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The loading and unloading charges applicable to palletized cargo, provided herein, shall, unless otherwise provided, apply to shipments which are palletized, skidded or unitized to permit loading or unloading, with one driver and one forklift machine. On shipments not so palletized, skidded or unitized, the loading and unloading charges applicable to non-palletized cargo shall be assessed.

BILLING FOR SERVICES

612

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All billing for loading or unloading services, including charges for other services performed under the provisions of this section, will be performed by the party performing the service, making appropriate reference to the charges, terms and conditions as published in this tariff. In the case of loading and unloading services, as provided herein, the charges shall be billed to the party delivering or receiving the cargo at the wharf or terminal facility or the party for whom the service is performed.

A true copy of the bill for services, clearly marked "copy, not an invoice", shall, upon request, be sent to the designated shipper/consignee.

PAYMENT FOR SERVICES

614

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All charges for services are payable in advance unless prior arrangements for the extension of credit to the party responsible for such charges have been made with the party performing the service. Where credit is extended, all bills rendered are due and payable upon presentation and not more than 30 days following the performance of such services.

SCHEDULING AND PLACEMENT OF RAILCARS AND TRUCKS

616

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The scheduling and placement of railcars or trucks shall be coordinated with the Assignee of the Berth or his designee. The Assignee of the Berth or his designee shall, however, be responsible for insuring that all shippers, receivers and cargo owners are accorded equal access to and use of an assigned facility for purposes of receiving or delivering cargo. When, in the opinion of the Director of Terminal Administration, Assignees of Berths or their designees fail to provide equal access in accordance with the procedures on file with the Board, pursuant to Item 242, such failure shall constitute cause for denying the use of Board facilities or cancellation of an assignment previously made.

The collection of FAX fees or any similar direct or indirect charge or assessment as a condition for the acceptance or release of cargo by the Assignee or his designee shall not be permitted, except where they are applied uniformly to all cargo owners, shippers or receivers without regard to who performed the truck loading and/or unloading

service.

COMPLIANCE WITH LAWS, REGULATIONS, ETC.

620

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The Assignee of the Berth or his designee, Licensed Independent Life Operator and the cargo owner shall be responsible for compliance with all applicable laws, regulations, rules and ordinances of federal, state and local authorities.

DESIGNATION OF MARINE TERMINAL OPERATOR TO INSPECT AND REPORT LOSS, DAMAGE AND SHORTAGE OF SHIPMENTS ON IMPORT OR OTHER INBOUND CARGO

622

Issued - June 30, 1990

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It shall be the obligation of the Assignee of the Berth or his designee to conduct, or cause to be conducted, as the representative of the owner or receiver of the cargo and Assignee of the Berth, a full, detailed and complete inspection of each shipment of cargo loaded into railcars, for movement under non-shipside rates, and to make a written record or report of the condition and count of each such shipment, completely listing in detail all exceptions found with respect to the quantity and condition of each package or other unit comprising each such shipment. Such inspection and record or report shall include proper notation as to overages and shortages, as well as damage found in each shipment.

Such inspection and record or report of such exceptions, as aforesaid, shall be made on all import or other inbound shipments at the time the Assignee of the Berth or his designee loads each such shipment into the railcar and not prior thereto.

If, at the time of making such inspection there appears to be any material, substantial or unusual damage, loss or shortage in the particular shipment, it shall be the obligation of the party performing the inspection to immediately notify the owner or receiver of the cargo, or his local representative, and afford him the opportunity and privilege to promptly appear to join in the inspection and recordation of the aforesaid exceptions so found, prior to the completion of the loading. The inability or failure, for any reason, of the cargo owner, or his local representative, to make such inspection shall in no manner relieve the Assignee of the Berth from its obligations and legal liabilities. This record or report shall be executed in duplicate and shall show the name and address of the Assignee of the Berth, or his designee, and shall be signed by the person making such inspection and report on behalf of said Assignee. This form shall show the date on which such inspection and exceptions were made as so recorded in the said form of report and shall show the car number and seal numbers of the railcar into which each such shipment is loaded by said Assignee of the Berth or his designee. The Assignee of the Berth or his designee shall furnish copies to all necessary parties, as well as any party requesting a copy.

**RESPONSIBILITY OF ASSIGNEE FOR
RAILCAR DEMURRAGE AT ASSIGNED BERTH**

Issued - July 28, 1994

Effective - July 29, 1994

In performing the loading and unloading services as provided in this tariff, the Assignee of the Berth or his designee shall be acting as the representative of the consignor or consignee of the cargo.

Whenever the Assignee of the Berth or his designee has ordered or approved the placement of railcars and the cars are actually or constructively placed in accordance with the order or approval, he shall be responsible to the consignor or consignee of the cargo for any railcar demurrage accruing by reason of failure to load, unload, or use and properly and timely release such cars, or by reason of failure to timely notify the switching carrier of the unsuitability of particular railcars. Responsibility for the railcar demurrage shall, in no event, accrue or result from delays caused by (a) consignor, consignee or his representative, or (b) the rail carrier, including failure of rail carrier to timely remove cars after they are properly and timely released.

Under no circumstances shall the Assignee of the Berth or his designee be responsible to the consignor or consignee of the cargo for rail car demurrage which may accrue during the first two days of loading (7:00 a.m. to 7:00 a.m.) or the first two days of unloading (7:00 a.m. to 7:00 a.m.) following such actual or constructive placement. (See Rule 2A, N.O.P.B.R. R. Tariff NOPB 9019C, effective July 1, 1994.)

PALLETIZED/UNITIZED/SKIDDED CARGO

Issued - July 28, 1994

Effective - July 29, 1994

(Applicable only for unitized cargo amenable to handling by one driver, one forklift machine.)

(1) Trucks, Vans and Trailer Rates [See Note 1 below]

(a) Lumpsum per truck, handled by standard forklift machines up to 10,000 pound capacity..... \$49.00

(b) Lumpsum per truck, handled by forklift machines exceeding 10,000 pounds, but not greater than 20,000 pounds capacity..... \$ 65.00

(c) Cargo handled by forklift machines exceeding 20,000 pounds capacity..... By Special Agreement

(2) Railcar Rates [See Note 1 below]

(a) Except as otherwise provided, the loading and unloading rate for railcars shall be lumpsum per boxcar..... \$250.00

(b) Exceptions (rates per ton of 2000 pounds):

Kraft Liner Board	<u>LOAD</u> \$	<u>UNLOAD</u> \$
- less than 800 lb. rolls	-	6.30
- 800 to 1600 lb. rolls	-	<u>4.51</u>
- over 1600 lb. rolls	-	3.47

- Newsprint	4.51	4.51
Plywood, weight per unit including pallet		
- 500 pounds to 999 pounds	9.49	6.34
-1000 pounds to 1999 pounds	8.43	5.74
- 2000 pounds and over	7.50	5.21
- Rubber	4.14	-
Wire or cable (metal or alloy) (reels or spools) weight per unit including reel		
- 500 pounds to 999 pounds	9.49	6.34
- 1000 pounds up to 1999 pounds	8.44	5.74
- 2000 pounds and over	7.50	5.21
Woodpulp, in packages weighing		
- less than 800 pounds	8.79	6.30
- 800 pounds up to 999 pounds	8.79	5.43
- 1000 pounds and over	8.79	4.51
- when unloaded from barges	8.79	6.97

Note 1 - An additional charge of \$11.50 per truck or railcar shall be assessed when special attachments such as barrel pickers, squeeze devices, etc. are required.

NON-PALETIZED, NON-UNITIZED CARGO

628

Issued - May 28, 1992 Effective - June 1, 1992

(Applicable to trucks and railcars, except as otherwise noted. Rates per ton of 2,000 pounds.)

	<u>LOAD \$</u>	<u>UNLOAD \$</u>
USDA bagged cargoes, railcar only	-	\$4.40
Explosives	By Special Agreement	
Iron and Steel products (lumpsum per truck)	\$53.00	
Vehicles	By Special Agreement	

All Articles (not applicable where charges are provided in other items)
 - In bags or sacks, each weighing:

----60 pounds or under	10.61	9.94
----over 60, but less than 100 lbs.	9.67	8.25
----100 pounds or over	9.67	6.47
- In barrels or drums each weighing:		
----under 200 pounds	13.60	13.60
----200 pounds or over	9.37	7.48
- In boxes or crates each weighing:		
----under 30 pounds	14.67	14.67
----over 30 pounds	12.98	10.61
- In other packages or in bales,		
----bundles or loose	15.70	14.67

DAMAGED GOODS

630

Issued - May 28, 1992

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All loading/unloading services will be performed at double the published tariff rate whenever the party performing the service is required to pay double hourly rate for the handling of damaged cargo.

HEAVY LIFTS

632

Issued - May 28, 1992

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The following heavy lift charges shall be assessed on each single piece or package of cargo weighing in excess of 6,000 pounds, only when such cargo is loaded and/or unloaded from or to open top railroad cars, trucks, vans and trailers and are in lieu of all other handling charges published in Section Six of this tariff:

- (1) Grading or road making implements, tractors and off-the-road trucks and parts thereof (per net ton of 2,000 pounds)..... \$8.90
- (2) Cargo, not otherwise specified, and valued at not more than \$300,000 for a single lift (per net ton of 2,000 pounds)..... \$10.89
- (3) Cargo, not otherwise specified, and valued over \$300,000 for a single lift shall be at a rate equal to the actual cost of material plus 15 percent, plus the actual cost of labor, and the prevailing equipment rental rate, and the cost of all-risk insurance, plus 10 percent.

The above shall apply when either shore cranes or floating cranes are utilized.

HANDLING DAMAGE FREE EQUIPMENT

634

Issued - June 25, 1990

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Whenever the party performing the service is required to load/unload railcars or trucks, vans or trailers designated as damage free vehicles, there will be a charge of \$.77 per ton of 2,000 pounds in addition to the commodity handling rate as compensation for work performed in handling bracings which are part of the vehicle.

CHARGES FOR SPECIAL CONSTRUCTION, BRACING AND STAKING

636

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Loading of cargo requiring special construction, bracing and staking, in accordance with instructions and orders received prior to the loading operation, will be loaded at the applicable rate plus the actual cost of materials plus 15 percent, and actual cost of labor plus 10 percent.

SPECIAL HANDLING EQUIPMENT CHARGES

638

Issued - June 15, 1990

Effective - July 1, 1990

Rates for commodities, except heavy lifts, when because of their size, configuration or the construction or location of the rail car or truck, must be loaded or unloaded to or from rail cars or trucks by water derricks or mobile cranes, shall be by special agreement.

SPECIAL SERVICES

640

Issued - June 15, 1990

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Any labor or material required for special services not covered in this tariff, including but not limited to making cargo available for sampling; bagging, boxing, crating or sacking any cargo; banding or wiring any cargo; reconditioning any cargo; coopering; papering floors, walls or doors of railroad cars, barges, lighters and trucks, vans and trailers, may be provided at actual cost of materials plus 15 percent, and actual cost of labor plus 10 percent (see definition of LOADING AND UNLOADING in Item 600 of this tariff).

When it is necessary to burn metal bracings or lashings of cargo, the charge, in connection with the unloading of cargo for such special services, shall be actual cost of labor and equipment plus 10 percent.

In the event the rail carrier fails, in its obligation to furnish rail cars, clean and otherwise suitable for the loading of freight, the Assignee of the Berth or his designee shall have the option to reject such cars to the rail carrier, or enter into an agreement with the rail carrier to clean and/or otherwise make such car suitable for the safe loading of freight for account of the rail carrier, and the aforesaid charges for such special services shall be billed to the rail carrier.

CHARGES FOR SEGREGATION OF CARGO

642

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When any railcar, truck, van or trailer (all hereinafter referred to as "vehicle") contains cargo of more than two shipping marks per vehicle and the cargo must be segregated by marks in accordance with the shipping document, the following segregation charges will apply on unloading to be billed to the party delivering the cargo at the wharf or terminal facility:

(1) All articles, except cotton:	<u>Per Vehicle</u>
3 to 8 marks per vehicle	\$41.21
9 to 15 marks per vehicle	\$65.93
Over 15 marks per vehicle	\$90.61
(2) Cotton, in bales:	<u>Per Bale</u>
3 to 5 marks per vehicle	\$.40
Over 5 marks per vehicle	\$.60