



INF. 6

5 November 2014

Original: German

RID: 4th Session of the RID Committee of Experts' standing working group
(Madrid, 17 - 20 November 2014)

Subject: Specification of a standardised reference framework for inspections of consignments in tank-wagons

**Comments from the International Union of Railways (UIC) on the Italian documents
OTIF/RID/CE/GTP/2014/15 and OTIF/RID/CE/GTP/2014/23**

1. Due to late submission of document OTIF/RID/CE/GTP/2014/23, UIC was not in a position to carry out a thorough examination of this new proposal by Italy. The meeting of the Group of Experts on the Carriage of Dangerous Goods had, in view of the deadline for submitting official documents, already been held, namely on 14 and 15 October 2014. However, the document was not yet available at that time. A French version was available only on 31 October 2014. This situation makes sound and constructive work in UIC more difficult and almost impossible.
2. Italy describes the document as an alternative suggestion to document OTIF/RID/CE/2014/15, which was already submitted to the 3rd meeting of the RID Committee of Experts' standing working group (Berne, 20 – 21 May 2014), but was not dealt with there.
3. UIC hopes that the 4th meeting of the RID Committee of Experts' standing working group will offer the opportunity to carry out a more thorough examination of the new suggestion. Within the scope of the discussion that is therefore necessary, the objectives pursued by the new suggestion and its applicability and significance in particular should be clarified.
4. In this document, UIC would like to contribute ahead of this discussion and refer to a series of difficulties and serious problems. For the sake of simplicity, UIC considered both documents separately and limited itself in the process to the aspects and questions that were identifiable at this stage.

For reasons of cost, only a limited number of copies of this document have been made. Delegates are asked to bring their own copies of documents to meetings. OTIF only has a small number of copies available.

Observations concerning document OTIF/RID/CE/GTP/2014/15

5. Italy justified the requirement for the mandatory introduction of check-lists for fillers, carriers and unloaders as follows:
 - Improved safety
 - Avoidance of drip leaks with regard to the closure devices on the tanks
 - Possibility of documenting compliance with obligations in a verifiable, traceable form
 - Securing evidence of the measures taken in cases of deviation
6. In addition, from UIC's viewpoint, the following should be noted:

Improved safety

7. UIC welcomes measures to improve safety, insofar as they are practicable, demonstrate a balanced cost/benefit ratio and do not unilaterally affect competitiveness between the carriers. The mandatory introduction of check-lists for fillers, carriers and unloaders would lead to massive increases in expenditure for those involved, with no appreciable increase in transport safety.
8. Drip leaks are of course relevant to safety, but nevertheless do not occur to such an extent that measures that go beyond existing measures or those that have already been introduced would appear necessary. In addition, no accidents are known of that occurred due to drip leaks or the consequences of which were aggravated by drip leaks.
9. Most fillers, and to some extent also unloaders, have today already introduced check-lists to ensure that the necessary inspections are complied with before, during and after filling or unloading. Sample check-lists have also been posted on the OTIF website since 1 January 2013.
10. The obligatory use of the check-lists planned by Italy would lead to unnecessary additional expense with absolutely no gain in safety.
11. Many carriers too (currently 43 Railway Undertakings are listed in Appendix A of UIC Leaflet 471-3 O) are today already mandating the use of the 10 inspection items in Section 5 of UIC Leaflet 471-3 O for their inspections, irrespective of whether it is a case of consignments in tanks or of packages, and irrespective of hazard classes, i.e. the inspections are carried out for all types of dangerous goods transport and for all hazard classes. The inspection items are included in the internal regulations of the respective RU. Members of staff who accept dangerous goods at the departure point are trained in accordance with Section 1.3 RID and may only be deployed if they have had training.
12. In contrast to the necessary checks that must be carried out and documented e.g. before a passenger aircraft takes off, and that in the air industry have elementary importance for air transport safety, the checks that the carrier has to carry out at the departure point in accordance with RID are:
 - less extensive
 - not compulsorily carried out in a particular chronological order
 - carried out not only on site (approval inspection is carried out centrally as a rule and acceptance inspection locally on site)
 - only of subsidiary importance for safety, as the original inspection obligations are to be carried out by previous participants in the transport chain
 - not practicable as the members of staff on site cannot necessarily fill out check lists due to the external weather conditions and lack of protection from the elements
 - outmoded, as in future it is intended to dispense with physical transport documents and thus no room remains for documents in paper form.

13. The obligatory use of the check-lists planned by Italy would lead to unnecessary additional expense with no appreciable gain in safety. In the areas of general railway safety or railway law there are no mandatory requirements for check-lists either.

Avoidance of drip leaks

14. The subject of "check-lists" (in particular with a view to the operations area) and that of "drip leaks" have already been examined several times within the scope of meetings of the Tank and Vehicle Technology Working Group of the RID Committee of Experts.
15. Following a UIC initiative for clarification of the inspection obligations of the filler at the RID/ADR/ADN Joint Meeting in March 2010 (document OTIF/RID/RC/2010/5), the subject of drip leaks was again discussed intensively in various committees in 2010 – 2013 including in the Tank and Vehicle Technology Working Group of the RID Committee of Experts.
16. As a result, it was decided at the 51st session of the RID Committee of Experts on 12 and 13 April 2012 in Rome, on the basis of the results of the "Safety Obligations of the Parties" Working Group, to post the check-lists produced by CEFIC for fillers and unloaders on the OTIF website and to provide a reference to this through a note in RID 1.4.3.3 and 1.4.3.7.1.
17. It should be noted in particular that:

The initiative was originally directed at both road and rail. Germany explicitly supported the UIC initiative at the time and pointed out that an investigation carried out in Germany within the scope of a research project into the leakproofness of railway tank wagons had confirmed that the most effective approach to reducing drip leaks is by checking the tightness of seals after filling or unloading (INF 8 for the Joint Meeting in March 2010). The Appendix to CEFIC document INF 16 shows that it was determined within the scope of the above-mentioned research project that drip leaks occurred in only 0.2 % of all transport movements.

18. With regard to multimodal traffic it was pointed out several times in the discussions that the subject would also have to be discussed in the Joint Meeting (see paragraph 23 of INF 14 for the 51st session of the RID Committee of Experts).
19. At the time, the Tank and Vehicle Technology Working Group came to the conclusion that check-lists for the carrier in rail transport, with regard to staff training in accordance with 1.3 RID, are not a suitable means of determining deviations from the provisions of the RID or drip leaks. On the contrary, it was determined that the subject of drip leaks was "not a case of important problems, which could also be solved individually", that "in incorporating additional provisions into the rules and regulations it was only intended to formulate the protective aim and not individual measures", that "more detailed investigations should be carried out on the classes involved and the quantities that leak in relation to the quantities carried", and in conclusion it recommended that the provisions for filling and unloading be further clarified (see paragraphs 22 – 25 of the report of the 7th session of the Tank and Vehicle Technology Working Group – document A 81-03/504-2006 of 12 May 2006). (The subject of "check-lists" was dealt with at the 3rd and 5th sessions and the subject of drip leaks at sessions 6 – 12 of the Tank and Vehicle Technology Working Group.)
20. The new Italian suggestion does not take these principles and recommendations into account in any respect whatsoever.

Possibility of documenting compliance with obligations in a verifiable, traceable form

21. It should be pointed out here that the obligations in RID 1.4 are directed towards the respective companies and not towards individuals, especially not the members of staff working on site, as they do not fulfil delegated company obligations as a rule. In that context, it is ques-

tionable whether it makes sense to note the names of the respective inspectors on a check-list and to oblige the latter to provide a signature. Furthermore, it should also be noted that it is also possible to determine subsequently which member of staff has carried out the inspections without check-lists, e.g. using the retained copies of transport documents and duty rosters and similar documents, even though, with regard to the above-mentioned remarks on company obligations, this is not relevant anyway (see also paragraph 2, Observations concerning document OTIF/RID/CE/GTP/2014/23).

Securing evidence in respect of measures taken

22. Italy argues for the necessary securing of evidence of the remedial measures taken in the event of a deviation being determined and suggests that the check-list specified in 1.4.3.8 (new) for fillers and carriers should accompany the consignment in the event of a deviation being determined. If no deviation was determined, the participant should archive the check-list.
23. The question arises here of the sense of this provision. The filler may only hand over the consignment to the carrier for carriage if it conforms to RID. In that context a defect determined within the scope of the final check by the filler would presumably not be documented at all, but more likely immediately rectified. The final check-list (minus defect) would then be archived. That said, there would never be a final filler's check-list in which a deviation from the regulations was documented and which would therefore have to accompany the consignment.
24. On the other hand, the carrier at the departure point will not accept a consignment at all if it does not comply with the provisions of RID, but will as a rule reject it and return it to the consignor for the defect to be rectified. This means that in this case too there is no (final) check-list in which a defect is documented, as in the end a consignment is handed over that conforms to RID. Therefore a check-list would never accompany the consignment in this case either (see RID 1.4.2.2.3).
25. If the carrier identifies a deviation during carriage, he cannot document the correction of the defect or the measures taken in a check-list either, since, as described above, no check-list accompanies the consignment at all (only a consignment that complies with the regulations will be handed over to the carrier by the consignor or filler or accepted by the former).
26. As carriage can only continue when the consignment is in a state that conforms to RID, in this case again no check-list would be supplied, as in the first place no check-list existed in which anything could be entered and in the second, there would again be no defect to be documented in a newly-issued (final) check-list.
27. Furthermore, with regard to check-lists destined for rail transport, the following aspects should be considered:
28. Equality of competition/practicability

The time taken to complete a check-list for every wagon/tank container etc., particularly on trainloads that consist of several wagons with identical loads, is not at all commensurate with the achievable gain in safety. The measures unjustifiably affect the competitiveness of rail freight transport.
29. Inspections by road carriers are, according to ADR, only to be carried out "if necessary"; those by rail carriers however, according to RID, must be carried out in every individual case.
30. For rail transport, best practice applications already exist today in the form of UIC Leaflet 471-3 Section 5 (10-point check catalogue). Such regulations do not exist for road transport.

31. RID already refers to check-lists for fillers and unloaders today. ADR makes no such references.
32. If the provisions are enshrined in RID only, the competitiveness of rail transport will be further weakened. The fillers of tank-containers and portable tanks in combined transport will not be reached, as no provisions are suggested for ADR.

Further fundamental observations on the content of the Italian document

33. The consignor must enter the name of the filler and the carrier and the wording in 5.4.1.2.6 (new) in the transport documents for dangerous goods consignments in tanks. This prompts the question of how the consignor is supposed to meet this obligation in combined transport, because as a rule, the name of the filler is unlikely to be known.
34. Further to this, the question arises as to why the check-list must accompany the consignment when deviations have been identified (see 1.4.3.8.2 new). Neither the filler nor the carrier would hand over or accept any consignment that did not comply with the provisions of RID, which means that carriage would not commence at all.
35. On the other hand, an irregularity identified during carriage could not be documented, as basically no check-list accompanies it at all.
36. The proposal contains insufficient justification for the suggested measures. Absolutely no cost-benefit calculation was made.
37. It is intended to incorporate a new provision in the Safety Obligations Required of Carriers (1.4.2.2.1 new), which states that the obligations are considered to have been met insofar as the check-list in 1.4.3.8 is completed or used, respectively.
38. The follow-up sentence stating that "Inspections in accordance with UIC Leaflet 471-3 O Section 5 are considered performed, insofar as the check-list is completed" is highly questionable. How can inspections in accordance with Section 5 of the Leaflet be considered performed, in spite of the fact that the check-list does not take into account dangerous goods consignments in packages, or classes 1 and 7, at all?
39. In point of fact, for the obligatory introduction of check-lists, UIC Leaflet 471-3 O Section 5 should no longer be referred to at all in the Safety Obligations Required of Carriers in the RID. Should the Italian suggestion or the new wording of RID 1.4.2.2.1 be followed up, then logically, check-lists would also have to be issued for the transport of packages and for classes 1 and 7, respectively.

Observations on the carrier check-list

40. Check item 2 is not relevant in 2.2.41.1.13 or 2.2.52.1.8 (see footnote 1)
41. Check item 5 "Expiry date of the maintenance of the wagon" has nothing to do with the obligations of the carrier as laid down in RID
42. Check item 7 should include the note "REFER TO TABLE BELOW", as do items 3 and 4.

Observations concerning document OTIF/RID/CE/GTP/2014/23

43. From UIC's viewpoint, the intended entry in the transport documents for carriage in tanks (by means of incorporation of a new 5.4.1.2.6) must be rejected, as

- the carrier's inspections are not carried out by a single office (person), but by several (in the case of many carriers, which have central order processing and a dangerous goods database, approval inspections are carried out centrally (at DB Schenker Rail e.g. by Customer Service (KS) in Duisburg)) and acceptance inspections locally, i.e. by members of staff on site. Thus the "Name of the responsible person who has carried out the prescribed inspections" does not exist;
 - members of staff carrying out inspections fulfil no delegated company obligations; the responsibility rests with their superiors/managers and this means that the names of members of staff carrying out inspections have no legal significance;
 - the entry would already have to be made when the consignment note was issued within the scope of central order processing; at this point, however, neither the name of the member of staff who accepts the consignment on site nor the actual date of acceptance is known;
 - according to the CIM Consignment Note Handbook (GLV-CIM) – for excerpt see Appendix 1 - the intended date (month/day/hour) and the handover/acceptance location must obligatorily be entered in Field 16 of the CIM consignment note anyway (deviations must be noted by the carrier in Field 56);
 - according to the CIM Consignment Note Handbook (GLV-CIM) the identification code of the carrier at the departure point must also be noted in Field 62;
 - this means that using the duty/deployment rota, the above-mentioned obligatory details in the CIM consignment note and the retention periods laid down in RID, the names of members of staff carrying out inspections would if necessary still be identifiable even after the end of carriage;
 - above and beyond this, using the Carrier's Code in Field 62 and Appendix A to UIC Leaflet 471-3 O, it would also be possible to identify whether the inspections were carried out in accordance with Section 5 of UIC Leaflet 471-3 O or using 1.4.2.2.1 a) - g);
 - it is not clear why only the carrier's inspection has to be documented by providing a name and date, whilst the inspections carried out by other participants are not subject to this requirement.
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CIM Consignment Note Manual (GLV-CIM)

Applicable with effect from 1 July 2006

Box No	Data status	Data	Data access		
			Read	Write	Amend
13	C	<p>Commercial specification</p> <p>Code Meaning</p> <p>1 Route ...</p> <p>2 Traffic flow ...</p> <p>3 Carriers mandated to perform the carriage, section, status</p> <p>4 Defined frontier stations ... (for exceptional consignment)</p> <p>5 Other conditions requested ... (for example, EDI contract number if an electronic consignment note or the numbers of other customer agreements or tariffs is used.– the number of the customer agreement/tariff which covers the section performed by the carrier who first takes charge of the goods is shown in box 14).</p>	- Consignee	- Consignor	<p>- Contractual carrier</p> <p>- Successive carrier</p> <p>(Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)</p>
14	C	<p>Number of customer agreement or tariff: Number of the customer agreement or tariff, which covers the section performed by the carrier who first takes charge of the goods, preceded by the identifier code 1 for customer agreements and 2 for tariffs.</p>	- Consignee	- Consignor	<p>- Contractual carrier</p> <p>- Successive carrier</p> <p>(Amendment only in the case of subsequent orders or on the instruction of the consignor or consignee.)</p>
15	O	<p>Information for the consignee: Information from the consignor to the consignee relating to the consignment. This information is not to commit the carrier.</p>	- Consignee	- Consignor	
16	M	<p>Acceptance: Point (including station code in accordance with DIUM and country code in accordance with the appendix to UIC leaflet 920-14), date and time (month, day and hour) at which the goods were accepted. The station and country may be given in plain text on paper consignment notes.</p> <p>Note: When details of the actual acceptance differ from those given by the consignor, the carrier who has accepted the goods is to note the discrepancy in box 56 "Carrier's declarations".</p>	<p>- Contractual carrier</p> <p>- Successive carrier</p> <p>- Consignee</p>	- Consignor	
17	O	<p>Code for the acceptance point: The carrier is to provide the consignor with the code in the customer agreement. If the code is missing, it may be entered by the carrier.</p>	- Consignee	<p>- Consignor</p> <p>- Contractual carrier</p> <p>- Successive carrier</p>	

Box No	Data status	Data	Data access		
			Read	Write	Amend
59	M	Date of arrival: Date of arrival of the consignment at the destination station (year, month, day). The carrier may add an arrival number. Below this box, the number and description of the sheet of the consignment note. This information is to be pre-printed on the paper consignment note and stored in the electronic consignment note record.	- Consignor - Consignee		- Contractual carrier - Successive carrier (Data provided by the destination carrier.)
60	C	Made available: Time that the consignment is made available to the consignee (month, day, hour). This information on the consignment note may be replaced by another means.	- Consignor - Consignee		- Contractual carrier - Successive carrier (Data provided by the destination carrier.)
61	C	Acknowledgement of receipt: Date and signature of the consignee at the time of delivery. Acknowledging of receipt on the consignment note itself may be replaced by another means.	- Contractual carrier - Successive carrier - Consignor	- Consignee	
62	M	Consignment number: Identification number of the consignment [country code in accordance with the appendix to UIC leaflet 920-14 and station code in accordance with DIUM, code for the forwarding carrier or substitute carrier in accordance with the list of carrier codes (www.cit-rail.org) and consignment number]. On paper consignment notes, a control label is to be applied to sheets 2 (invoice) and 5 (duplicate invoice). When identification numbers for consignments are allocated by computer, control labels need not be used.	- Consignor - Consignee - Successive carrier	- Contractual carrier	

Charging sections

- a) Charging sections A to G all have the same format. In order to avoid any ambiguity, in any correspondence, the boxes in the sections must be qualified by the number of the section in question (for example A70).
- b) The use of boxes 79 in charging sections A to C on the front and of boxes 81 to 90 in charging sections A to G on the back, is optional.
- c) When a Customer Agreement providing for centralised charging is applied, only one charging section is used for the whole of the journey covered by the agreement, irrespective of whether the charges set down in the agreement are expressed as sectional or inclusive charges.
- d) Every carrier who enters charges to account is to use a distinct charging section. If there are insufficient charging sections, supplementary sheets must be used (only applicable to paper consignment notes).