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ADVISORY · OPERATIONS · IN THE FIELD

EXPOSURE READ 27

THE FIRST CAR

Seven questions for anyone about to ship or receive his first carload.

A read of what a plant takes on when it ships its first car: the serving railroad's paper, the federal rules that bind the shipper as firmly as the carrier, and the industry's rules for loading a car. Seven questions to answer from your own paper and your own dock, the rules for loading and securing the car, the rules in the order a car meets them, and a worksheet for what you find.

07

QUESTIONS

Answer them from your own paper. Your score is the reading.

07

THE WORKSHEET

Print this page and fill it in.

THE NUMBER NOBODY COMPUTES

The first-year cost of the railroad's rules, learned one invoice at a time. § 03

ISSUED BY

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THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · 49 CFR 1333.3 and 1333.4 · AAR Circular 42 · UFC 6000, Rule 27

Animis opibusque parati.

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THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

§ 01 A SET OF RULES, NOT A RATE

WHY THIS EXISTS

What you came here for: What do we need to know before we ship our first carload by rail?

The question this Read asks: **What will the railroad's rules cost us in our first year, in charges, claims and idle cars, that we could have read before the first car came?**

A plant that ships its first carload takes on more than a rate. It takes on the serving railroad's tariffs, a body of federal rules that binds the shipper as firmly as the carrier, and an industry rule book for loading cars that has been tested and rewritten over generations of interchange. *It arrives as paper the new shipper never asked to read.*

A truck waits at your dock on the driver's time. A rail car is placed, and from that moment the clock runs on your side of the gate. The car belongs to somebody else. The track under it may belong to you.

None of this is hostile. It is how a network shared by thousands of shippers keeps its cars moving. The railroad expects you to order what you need, load it to the rules, weigh it, paper it correctly and release it on time. You may expect a written service window, an invoice that shows its work, a car fit for the load and a claim answered within the time the regulations set. Both sides' obligations are written down. *The new shipper's exposure is not knowing where.*

WHERE THE RULES STOP, FOR THE RECORD

Three bodies of rule meet at your gate. The Surface Transportation Board regulates the railroad's rates and practices, and its rules reach demurrage, bills of lading, service reporting and loss and damage claims. The Pipeline and Hazardous Materials Safety Administration writes the hazardous materials regulations, which apply to the person who offers the material as well as to the carrier who hauls it (49 CFR 171.1). The Association of American Railroads publishes the rules for loading and securing freight in cars moving between railroads. Then the reach narrows. A shipment under a rail transportation contract is outside the Board's regulation, and the parties owe each other only what the contract says (49 U.S.C. 10709(b), (c)(1)). A long list of commodities, and everything in boxcars, moves under Board exemptions (49 CFR 1039.11, 1039.14), where the carrier must still offer liability terms consistent with the Carmack provision but may offer others beside them (49 U.S.C. 10502(e)). What no contract covers falls to the serving carrier's tariffs. *Which of the three your traffic moves under decides which of the rules in § 06 and § 07 are yours.*

THE RECORD 49 CFR 171.1 · 49 U.S.C. 10709(b) · 49 CFR 1039.11 · 1039.14 · 49 U.S.C. 10502(e) · eCFR current to 12 NOV 2026

§ 01 A SET OF RULES, NOT A RATE · CONTINUED

WHY THIS EXISTS

These are answerable from paper you can hold: the carrier’s tariffs, your contract or exemption, your track agreement, your car orders, your bills of lading and your invoices. They take an afternoon and a walk from the switch to the dock, and they require nobody’s help.

The charges for holding it accrue whether or not anyone at the plant has read the tariff that sets them.

§ 02 ANSWER THEM FROM YOUR OWN PAPER · YOUR SCORE IS THE READING

THE SEVEN

	THE QUESTION	WHAT YOU ARE LOOKING FOR, AND WHAT A BAD ANSWER MEANS
01	Which paper governs our traffic: a contract, an exemption or a tariff, and do we hold a copy of each?	Each sets different liability, different claim terms and different charges. Ask the serving carrier for its rates and service terms in writing; it must give them to anyone who asks (49 U.S.C. 11101(b)). **If nobody at the plant can name which paper applies to the next car out, the carrier's version of the answer is the one you have agreed to.**
02	What is our service window and our cut-off, and where is each written?	The Board defines both for the Class I railroads, which report each week the share of requested spots and pulls performed inside the planned window, by division and system and not by facility (49 CFR 1251.1, 1251.2(b)). A window that is not written down is whatever the local can manage that day. **The only count of your own door is the one you keep.**
03	Who orders cars, against what forecast, and what does an empty we cannot load cost us a day?	Put a number on it from the tariff. Order against a forecast, and match the car to the commodity, the loading method and the receiver's unloading equipment. **A car order placed on hope is a demurrage invoice placed in advance.**
04	Who decides how a car is loaded, blocked, braced and secured, to which AAR rule, and who weighs it?	Open-top loads follow the AAR Open Top Loading Rules; closed-car loads follow AAR Circular 42-P and the part of the Closed Car Loading Guide for the commodity (§ 06). Weigh every car against its stenciled load limit, on a scale tested to the AAR Scale Handbook. **A load that moves in transit is the shipper's load wherever the car is stopped, and an untested scale makes the weight on the bill an estimate.**
05	Did we receive actual notice of the demurrage tariff before the first placement, and who reconciles the invoice?	You can be held liable under the tariff only if the carrier gave you actual notice of it, in writing or electronically, before it placed the cars (49 CFR 1333.3(a)). Find the notice. **Then take one invoice and check every car against your own log of placements and releases.**
06	Is anything we ship hazardous, even as residue in a returning car, and is every person who touches it trained and on record?	The shipper classes, describes, papers and placards the material (49 CFR 173.22, 172.200), and every hazmat employee is trained and retrained at least once every three years, with a record kept (172.704). **A residue car is a hazardous materials shipment, and the training record is the first thing asked for after anything happens.**
07	Who files a claim, by when, and from what record?	The carrier may not give you less than nine months to file or two years to sue (49 U.S.C. 11706(e)). A bad order report or a damage notation is not a claim standing alone (49 CFR 1005.2(c)). **If the damage is not recorded at the door, the claim is a recollection.**
Rule		A question you cannot answer from your own paper and your own records is already an answer. It means nobody at the plant owns the railroad, which means the railroad's paper owns the plant.

THE RECORD 49 U.S.C. 11101(b) · 49 CFR 1251.1 · 1251.2(b) · 1333.3(a) · 173.22 · 172.200 · 49 U.S.C. 11706(e) · 49 CFR 1005.2(c) · eCFR current to 12 NOV 2026

§ 03 ARITHMETIC ON YOUR OWN FIGURES

WHAT A MISSING ANSWER COSTS

Nothing below is an industry average and none of it is quoted as one. Each is a calculation you run on your own numbers and your own carrier's tariff, which is why it will survive being put in front of your board or your auditor.

I. THE CAR YOU COULD NOT LOAD

Take the daily charge in your carrier's demurrage tariff for a car held past its allowance. Multiply it by the cars you expect to order in a year, and by the days a car would stand if the plant ran a week late on its loading plan. *That is the price of ordering on hope.*

II. THE OVERLOADED OR IMPROPERLY LOADED CAR

Take your carrier's charge for a car stopped en route over its load limit, and its charge for a car stopped because its load was not secured to the rules. Under one Class I accessorial tariff in force on 15 NOV 2026, Norfolk Southern's NS 8002-A, Item 5000, it is $4,000 for a car of non-hazardous freight and $10,000 for a hazardous materials car, doubled after the shipper's third overloaded car in a calendar year, with the shipper unloading the excess at its own expense. Under Item 5040 of the same tariff, an improperly loaded car is $4,000, doubled after the third in a calendar year, with $250 a day in demurrage and storage while the shipper re-blocks, re-braces or transloads it at its own expense (§ 06). **Set one such charge beside the cost of testing your scale and loading to the method.**

III. THE INVOICE NOBODY READ

Take one month of demurrage invoices and check each car against your own log of placements and releases. A Class I invoice must show the dates and times that let you do it (49 CFR 1333.4). Multiply what you find in one month by twelve.

IV. THE CLAIM FILED LATE, OR NOT AT ALL

Take the value of one damaged load. If it was not recorded at the door, or the claim was not filed inside the time the bill of lading allows, that value is the cost. *A released rate may already have capped it* (49 U.S.C. 11706(c)(3)).

V. THE NUMBER NOBODY COMPUTES, AND IT IS THE ONE THAT MATTERS

Add the four figures. That is the first-year cost of the railroad's rules, learned one invoice at a time. *Set it beside the cost of reading them before the first car.*

THE RECORD 49 CFR 1333.4 · 49 U.S.C. 11706(c)(3) · eCFR current to 12 NOV 2026

§ 04 IN THIS ORDER

WHAT TO DO WITH THE ANSWERS

I. Put the paper on one desk. Contract or exemption, the tariffs that reach your traffic, the demurrage notice and your track agreement, in one file with one owner. **The plant that cannot find its paper is operating on the carrier's copy.**

II. NAME ONE PERSON FOR THE RAILROAD

One person at the plant owns car orders, releases, the log and the invoices, and the carrier has that name. A railroad that has to find the right person on every call will stop looking.

III. START THE LOG ON THE FIRST CAR

Every placement, pull, release and invoice, in the fields a Class I invoice must carry (49 CFR 1333.4). *A log started after the first dispute proves nothing about the cars before it.*

IV. LOAD TO THE METHOD, SECURE TO THE RULE AND WEIGH EVERY CAR

The AAR figure or method for the load, approved strapping and air bags, doorway protection where the rule calls for it, a tested scale, and the weight compared to the stencil before the car is released. The run sheet carries the check, car by car.

V. WALK THE DOCK AND THE TRACK WITH THE CARRIER BEFORE THE FIRST CAR

Ask the carrier's customer and local operating people to walk the switch, the track, the clearances and the dock with you. **The first walk is a courtesy. The second, after an incident, is an investigation.**

READ THE PAPER. · BEFORE THE FIRST CAR.

§ 05 THE RECORD, THE CONVERSATION, AND WHAT WAITING COSTS

IF THE ANSWER WAS NO

A question you could not answer is not a verdict. It is a piece of work with a known first step.

	THE ONE THAT CAME BACK	THE RECORD, THE CONVERSATION, AND THE CURVE
01	The paper	**Pull:** whatever the carrier sent when service was set up, and any contract draft. **Talk to:** the carrier's sales or customer representative, and ask in writing for the rates and service terms that apply. **The curve:** a letter now; later, a dispute argued from the carrier's copy.
02	The window	**Pull:** any email that names a switch day or a time. **Talk to:** the carrier's local operating manager. **The curve:** a written window now; later, a grievance with nothing to measure it against.
03	The car order	**Pull:** your production plan and the carrier's car-ordering rules. **Talk to:** whoever sets production, and the receiver's unloading people. **The curve:** a forecast now; later, cars standing on the clock.
04	The load, the securement and the weight	**Pull:** the AAR figure or method for your commodity, the strapping and air bags you buy against AAR's approved lists, and your scale's last test. **Talk to:** the loading crew, whoever sets the load target, and the carrier's customer representative about any load no method covers. **The curve:** a method and a tested scale now; later, a car stopped en route.
05	The demurrage notice	**Pull:** everything the carrier sent before the first placement. **Talk to:** the carrier's customer representative, and ask for the tariff and the date it was given to you. **The curve:** a file now; later, a bill you cannot test.
06	The hazmat record	**Pull:** the shipping papers, the training records and the registration. **Talk to:** whoever signs the shipping paper. **The curve:** training on the calendar now; later, a violation found after the fact.
07	The claim	**Pull:** the bill of lading terms and the loading record. **Talk to:** the receiver, so damage is recorded before the car is unloaded. **The curve:** a file built now; later, a claim filed from memory.

None of that requires this firm. It is what a competent person does, written out so that you can do it. What is not written here, and cannot be, is the judgment about your plant: which of the seven matters most where you stand, and what your own paper says when it is read against your own dock.

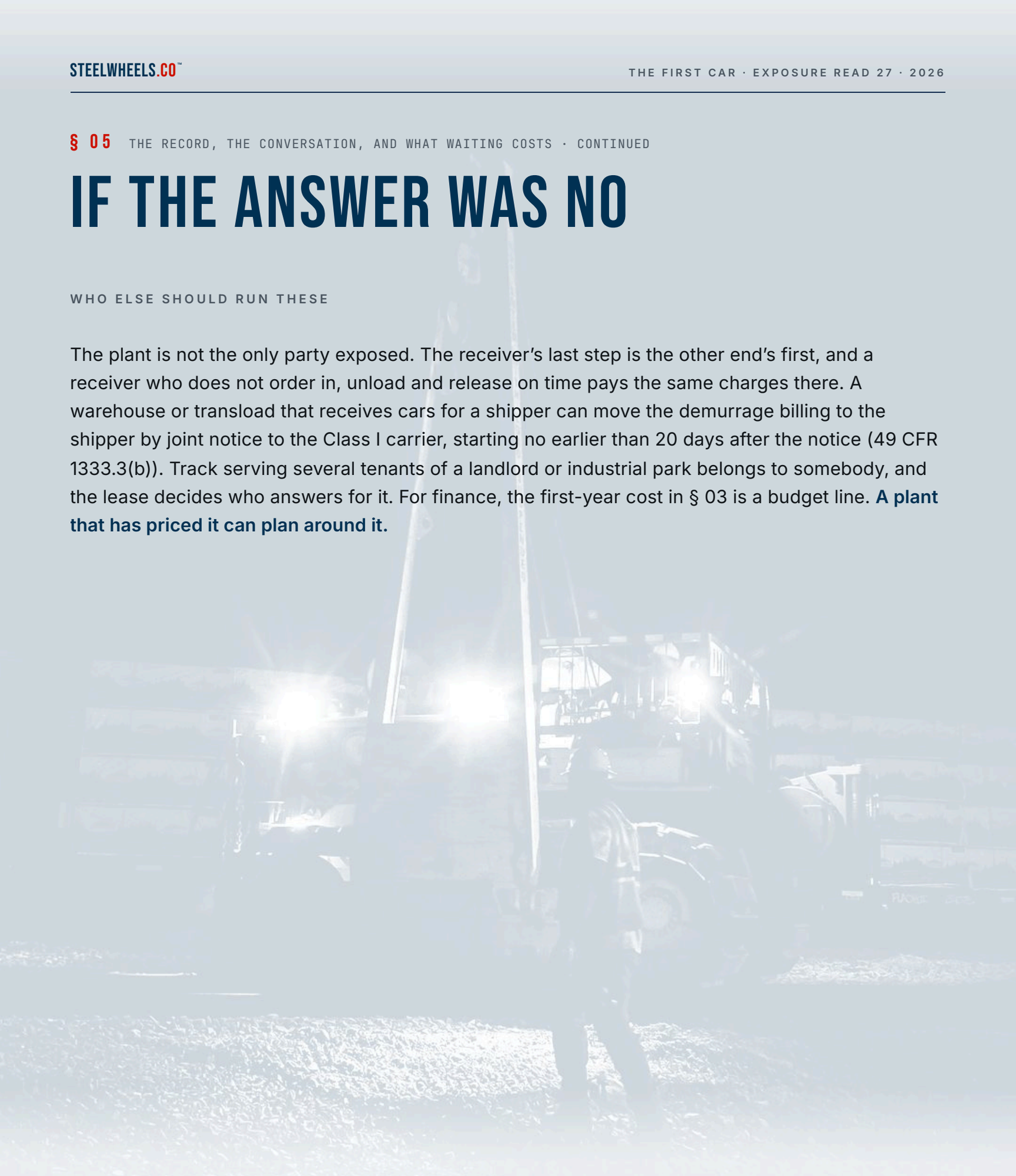
THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

§ 05 THE RECORD, THE CONVERSATION, AND WHAT WAITING COSTS · CONTINUED

IF THE ANSWER WAS NO

WHO ELSE SHOULD RUN THESE

The plant is not the only party exposed. The receiver's last step is the other end's first, and a receiver who does not order in, unload and release on time pays the same charges there. A warehouse or transload that receives cars for a shipper can move the demurrage billing to the shipper by joint notice to the Class I carrier, starting no earlier than 20 days after the notice (49 CFR 1333.3(b)). Track serving several tenants of a landlord or industrial park belongs to somebody, and the lease decides who answers for it. For finance, the first-year cost in § 03 is a budget line. **A plant that has priced it can plan around it.**



§ 06 THE LOAD IS THE SHIPPER'S UNTIL THE CAR IS EMPTY

LOADING AND SECURING THE CAR

The railroad moves the car. The shipper loads it, and answers for how. Under the Uniform Freight Classification, shippers must comply with the carrier's rules for safe loading and the protection of its equipment (UFC 6000, Rule 27, Section 3), and a carrier's accessorial tariff can make those rules the shipper's duty by name (NS 8002-A, Item 5040, as one carrier's example). The rules are written by the Association of American Railroads and tested before they are published. *A load that shifts, tips or leans on a door in transit is still the shipper's load, wherever the car is stopped.* Rule numbers below are those of AAR Circular 42, the general rules for closed cars. We could not confirm them against the current edition, 42-P of March 2023, which sits behind an AAR login; the numbers and wording here were read in the 42-N text of October 2019. Our reading is that the general duties cited carry into 42-P, which AAR lists under the same title, but that the strapping specifications and the center-of-gravity rule are the places to read 42-P itself before you load. We could not confirm the current edition of the Uniform Freight Classification either; Rule 27 was read as Circular 42-N reprints it. Our reading is that its loading duties still stand, since one carrier's 2026 tariff still sends shippers to Rule 27 (NS 8002-A, Item 6210). Checking your loading methods against the current editions is part of our paid work; write to us.

I. WHICH BOOK

THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

§ 06 THE LOAD IS THE SHIPPER'S UNTIL THE CAR IS EMPTY · CONTINUED

LOADING AND SECURING THE CAR

Open-top cars, meaning flatcars, gondolas and centerbeams, are loaded to the AAR Open Top Loading Rules. Section 1 holds the general rules for every commodity in interchange, the responsibilities of each party, the minimum requirements and AAR's lists of approved tie-down and securement materials; Sections 2, 3 and 5 carry approved loading figures for steel and pipe, for machinery and vehicles, and for forest products. Boxcars are loaded to AAR Circular 42-P of March 2023, whose general rules take precedence over the commodity methods, and to the part of the AAR Closed Car Loading Guide written for your commodity: Part 1 sets minimum loading standards for boxcars in general service, and later parts cover roll paper, plywood, lumber, brick, packaged food, bagged and baled goods and metals. **A load that no figure or method covers needs the carrier's approval, in advance and in writing** (NS 8002-A, Item 5040). We confirmed that in one carrier's tariff and could not confirm it for others. Our reading is that any carrier will want the same, since the shipper answers for the load under Rule 27; ask yours before the car is ordered. Drafting that request with you is part of our paid work.

II. BEFORE ANYTHING GOES IN

Inspect the car at the loading point: sound roof, sides, floor and end walls, and doors that work and fit. Any exception is cause to reject it (Rule 1.A). Reject a car that still holds the last shipper's dunnage, blocking or strapping; one carrier assumes a car you load was clean (NS 8002-A, Item 6210). Never open or close a door with a forklift; if a door will not move, call the serving railroad, and see that every door closes and locks (Rule 9).

III. WEIGHT, AND WHERE IT SITS

The load may not exceed the load limit stenciled on the car or listed in UMLER, the industry's equipment register; where the two differ, use the lower and report the difference to the serving railroad. No more than half the load limit may sit on either truck (Rule 2). The weight is spread evenly lengthwise, with limits on how much of the load limit a short load may concentrate between the trucks or place beyond either truck (Rule 3), and about equally side to side, with secured ballast where the load cannot be balanced (Rule 4.A, 4.B). Tall and top-heavy loads raise the combined center of gravity of car and load, which AAR limits; for tall loads in high-cube boxcars the shipper must calculate it (Rule 7).

THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

§ 06 THE LOAD IS THE SHIPPER'S UNTIL THE CAR IS EMPTY · CONTINUED

LOADING AND SECURING THE CAR

IV. BLOCKING, BRACING AND DUNNAGE

Blocking stops the load moving; bracing holds it against the car. The lumber must be sound and without defects that weaken it or prevent proper nailing, and machines with a high center of gravity or a narrow base must be secured against tipping (Rule 5.B, 5.C). In a boxcar, lading must be secured against moving toward the sides once the open space across the car adds up to more than 18 inches, or 6 inches for primary metals (Rule 4.C). Air bags used to fill voids must be on AAR's Pneumatic Dunnage Product Verification List, which re-verifies each product every three years.

V. TIE-DOWNS AND STRAPPING

Steel bands, polyester strapping, web assemblies and chain binders are approved product by product, and AAR publishes the approved lists by table with the Open Top Loading Rules. Use the strapping, the count and the tension the figure or method calls for. *Check the table before you buy the strap.*

VI. THE DOORWAY AND THE WALLS

Where lading could fall or roll out of a doorway or come against a sliding or plug door, the opening is protected with doorway protection, steel straps or other material of sufficient strength; lumber wedged between the door posts is not doorway protection (Rule 6). In closed cars with doors other than plug doors, freight is loaded so it cannot touch the doors in transit (UFC 6000, Rule 27, Section 3), and every load is placed so it can be unloaded from either side (Rule 5.A).

VII. WHEN THE LOAD MOVES

No lengthwise shift is permitted in a closed car unless the load is secured as a floating unit, with every prescribed securement, doorway protection and, where the method calls for them, retardation aids (Rule 3.G). A carrier may inspect, weigh and reject a car at origin for its load, and may stop a car en route and hold it until the shipper re-blocks, re-braces or transloads the lading at its own expense. Under NS 8002-A, Item 5040, that is $4,000 for each improperly loaded car, doubled after the shipper's third in a calendar year, with possible embargo and $250 a day in demurrage and storage from the day the carrier says the car is ready for adjustment. **A car with a mechanical defect moves only for repair, under a "bad order" tag, and an empty car tagged that way may not be placed for loading** (49 CFR 215.9). The federal freight car standards set the car's condition; how it is loaded is set by AAR's rules and the carrier's tariff.

§ 06 THE LOAD IS THE SHIPPER'S UNTIL THE CAR IS EMPTY · CONTINUED

LOADING AND SECURING THE CAR

VIII. HAZARDOUS MATERIALS IN THE CAR

Each package is loaded so it cannot fall or slide, and safeguarded so other freight cannot fall onto or slide into it; where other freight cannot do that, it is blocked and braced (49 CFR 174.55(a)). Packages marked for orientation stay upright (174.55(b)), and a door may not be used to secure the load unless it meets AAR's design strength specification and the load is within it (174.55(c)). Units on flatcars are secured so they cannot permanently change position (174.61(a)); bulk packagings inside closed equipment are restrained from sliding or touching the walls and doors (174.63(b)); explosives carry loading rules of their own (174.101). The carrier inspects every hazardous materials car at acceptance and may not move it until a deficiency is corrected (174.9(a), (c)).

IX. WHEN IT ARRIVES

The receiver removes all non-railroad dunnage, blocking, bracing and strapping and returns any railroad-owned securement devices to the same car (UFC 6000, Rule 27, Section 5 and Note 2). One carrier bills $1,000 a car for material left behind (NS 8002-A, Item 6210). *The car goes back the way it came, or the next shipper rejects it.*

THE RECORD 49 CFR 174.55(a) · 174.55(b) · 174.55(c) · 174.61(a) · 174.63(b) · 174.101 · 174.9(a) · eCFR current to 12 NOV 2026

§ 07 FROM THE FIRST CALL TO THE FIRST CLAIM

THE RULES IN PRACTICE

I. How service starts. Your plant has one serving carrier, the railroad whose track reaches your switch. Other railroads may haul your traffic and reach your door through it. A railroad must give its rates and service terms to anyone who asks, in writing or electronically, and before it raises a common carrier rate or changes a service term it must give 20 days' notice to anyone who asked for them, or arranged a shipment under them, in the previous 12 months (49 U.S.C. 11101(b), (c)). Ask in the same letter for the service window, the cut-off for requesting a spot or a pull, and the system the carrier uses to take those requests (49 CFR 1251.1).

II. THE CAR

Cars come from the railroad's fleet, ordered through its car-ordering system, or are private cars owned or leased by the shipper or a lessor. Boxcars carry packaged and palletized freight; covered hoppers carry grain, plastic pellets, cement and sand; open-top hoppers and gondolas carry aggregate, scrap and steel; flatcars and centerbeam cars carry lumber, structural steel and heavy machinery; tank cars carry liquids and gases. These pairings are industry practice rather than rule, and we could not tie them to a single published source. Our reading is that they are a starting point, and that the receiver's unloading equipment settles any doubt. Matching the car to your lading is part of our paid work; write to us. *The commodity, the loading method and the receiver's unloading equipment choose the car between them.*

§ 07 FROM THE FIRST CALL TO THE FIRST CLAIM · CONTINUED

THE RULES IN PRACTICE

III. LOADING AND WEIGHING

The shipper loads the car and answers for how it was loaded; the securement rules are § 06. Every car is stenciled with its light weight and its load limit, and the two add up to the gross weight the car is allowed to put on the rail. The load limit is the most lading the car may carry. We could not confirm that sum in a primary source we could open, because AAR's stenciling and interchange rules sit behind its member login. Our reading follows the scale ticket, which records a car's gross weight as its tare plus its net (NS 8002-A, Item 1030): the light weight is the tare, and the load limit is the most net the car may carry, so the two add up to the car's gross rail load. If your loads run close to the limit, write to us; working it out for your cars is part of our paid work. Scales whose weights are used for billing must conform to the AAR Scale Handbook, and a shipper's own weights are accepted only under a weight agreement the carrier supervises (NS 8002-A, Items 1000, 1010 and 1080, as one carrier's example). The handbook is now issued as the AREMA Scale Handbook. We could not confirm that every carrier accepts the current AREMA edition where its tariff names the AAR handbook; our reading is that it does where the tariff adds "or any reissues thereof", as one Class I tariff does (NS 8002-A, Item 1000). Confirming it with your carrier is part of our paid work. A car over its load limit, or over the track's weight limit anywhere on its route, may be stopped for the shipper to unload the excess (NS 8002-A, Item 5000).

THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

§ 07 FROM THE FIRST CALL TO THE FIRST CLAIM · CONTINUED

THE RULES IN PRACTICE

IV. DEMURRAGE AND STORAGE

Demurrage is the charge for holding a railroad's car past the time its tariff allows for loading or unloading (49 CFR 1333.1). Where no contract covers it, the serving carrier's tariff governs (1333.2), and you can be held liable only with actual notice of that tariff before placement (1333.3(a)). The statute requires demurrage to serve car use, car distribution and an adequate car supply (49 U.S.C. 10746), and the Board's 2020 policy statement holds that charging demurrage for delay the carrier caused is unreasonable; it is guidance, not a binding rule (EP 757, 85 FR 26866). A Class I invoice must show, car by car, the original estimated arrival, actual and constructive placement, the notice of constructive placement, any order-in and the release, with the date and time of each (1333.4), and the carrier must give you that data in machine-readable form (1333.5). Private cars held on the railroad's track are billed under its tariff items for storage and holding. We could not confirm that as a rule for every carrier. Our reading rests on one Class I tariff, which bills a car held at a customer's order $220 a day from arrival until release (NS 8002-A, Item 2040) and sends holding and storage charges on private equipment at repair shops to a separate tariff (Item 3000). Expect a charge, a rate and a start time in your own carrier's tariff, and find them before a private car sits. Finding them is part of our paid work; write to us.

V. HAZARDOUS MATERIALS

The shipper classes and describes the material and confirms that the packaging or tank car is authorized (49 CFR 173.22). It prepares the shipping paper (172.200, 172.201), gives an emergency response telephone number monitored the whole time the material is in transportation (172.604), and supplies the placards (Part 172, Subpart F). Before it offers a tank car, loaded or holding residue, the shipper examines it and determines that it is in proper condition (173.31(d)). The railroad may not accept the car without a conforming shipping paper (174.24). Every hazmat employee (171.8) is trained for his function and retrained at least once every three years, with a record kept (172.704). Unloading tank cars at a transload carries its own duties: hand brakes set, wheels blocked, the track secured and STOP signs posted (174.67). A shipper that offers a quantity requiring placarding must, with narrow exceptions, register with the Pipeline and Hazardous Materials Safety Administration (49 CFR 107.601), and a shipper of rail security-sensitive materials inspects the car, keeps it in a rail secure area and documents the hand-off (49 CFR 1580.205).

THE RECORD 49 CFR 1333.1 · 1333.2 · 1333.3(a) · 49 U.S.C. 10746 · EP 757 · 85 FR 26866 · 49 CFR 1333.4 · 1333.5 · 173.22 · 172.201 · Part 172 · 173.31(d) · 107.601 · 1580.205 · eCFR current to 12 NOV 2026

§ 07 FROM THE FIRST CALL TO THE FIRST CLAIM · CONTINUED

THE RULES IN PRACTICE

VI. YOUR TRACK AND ITS CLEARANCES

If cars come through your gate, the track past a point named in your industry track, sidetrack or private track agreement is yours. That agreement sets who maintains what, who answers for what happens on it, which way the indemnity runs, and the clearances you must hold. Track the serving railroad operates over falls under the federal track safety standards even behind your fence (49 CFR 213.3(b)(1)). Clearances, the room kept between the track and anything beside or above it, are set by the agreement and by the carrier's industry track standards, and in some states by statute or commission rule. We could not confirm which states set them, or at what distances; no state statute was checked. Our reading is that where a state sets a clearance, an agreement cannot lawfully set a smaller one, so the larger of the two is the figure to build to. Write to us with your state and your agreement; reading the one against the other is part of our paid work. Read 02, The Industrial Track, carries the full read.

VII. THE BILL OF LADING

The bill of lading is the receipt and the contract of carriage in one document. Rail carriers use the uniform straight or order bill of lading the Board prescribes, on paper or electronically (49 CFR 1035.1), and the electronic version may follow the national standard for electronic data interchange (1035.2), which in rail is the X12 404 transaction. It receives the property "subject to the classifications and tariffs in effect on the date of this Bill of Lading" (Part 1035, App. A). A wrong commodity code bills the wrong rate; a wrong hazardous materials description is a violation. Failing to issue a bill does not reduce the carrier's liability (49 U.S.C. 11706(a)), and the arrival time a Class I railroad reports against starts when you release the car "with all necessary and customary documentation" (49 CFR 1251.1).

THE RECORD 49 CFR 213.3(b)(1) · 1035.1 · 1035.2 · Part 1035 · 49 U.S.C. 11706(a) · 49 CFR 1251.1 · eCFR current to 12 NOV 2026

§ 07 FROM THE FIRST CALL TO THE FIRST CLAIM · CONTINUED

THE RULES IN PRACTICE

VIII. WHEN SOMETHING ARRIVES DAMAGED

Under the Carmack provision, the receiving carrier, the delivering carrier and the carrier on whose line it happened are liable for the actual loss or injury to the property (49 U.S.C. 11706(a)). The carrier may not give you less than nine months to file or two years to sue, the two years running from its written notice of disallowance (11706(e)). A released rate can limit liability to a value declared or agreed in writing (11706(c)(3)). A claim is a written or electronic communication that identifies the shipment, asserts liability and demands a specified or determinable amount (49 CFR 1005.2(b)). The carrier must acknowledge it within 30 days and pay, decline or make a firm compromise offer within 120 (1005.3, 1005.5). *Under a contract, the contract sets the terms. Under an exemption, ask in writing for the terms consistent with Carmack.*

§ 08 SO YOU KNOW WHAT YOU WOULD BE BUYING

WHAT THE WORK ACTUALLY PRODUCES

HOW THE WORK RUNS	IN OPERATING TERMS
What we look at first	The paper. Which contract, exemption or tariff governs each movement, and what each obliges the plant to do, before anything else is judged.
What we test	The plant against the paper: the car order against the production plan, the loading, blocking, bracing and strapping against the AAR figure or method, the weight against the stencil, the hazmat papers and training records against the regulations, the dock and track against the agreement, and one month of invoices against the plant's own log.
What we cut	What will not cost the plant money or put a person at risk in its first year. An item that can wait is dated and set aside, and the time goes to the ones that would stop a car or bring a charge.
What you get	Your paper read against your plant, a first-car plan, a ledger set up to check every invoice, and a claims file built before you need it. Yours to keep.

I. YOUR PAPER READ AGAINST YOUR PLANT

The contract or exemption, the tariffs that reach your traffic and your track agreement, each read for what it obliges you to do and set beside what your plant does now. **The places where the two disagree are where the money goes.**

THE RECORD 49 U.S.C. 11706(a) · 49 CFR 1005.2(b) · 1005.3 · 1005.5 · eCFR current to 12 NOV 2026

§ 08 SO YOU KNOW WHAT YOU WOULD BE BUYING · CONTINUED

WHAT THE WORK ACTUALLY PRODUCES

II. A FIRST-CAR PLAN

The car type, the ordering cadence, the loading and securement method by AAR rule, the weighing and the release, in the order a car moves through your gate.

III. A LEDGER YOU KEEP

Placements, pulls, releases and invoices, kept in the fields a Class I invoice must carry, with the first month reconciled with you.

IV. A CLAIMS FILE BUILT BEFORE YOU NEED IT

The loading record, the door record and the filing dates, set up so that a claim can be filed inside the time the statute allows, from evidence and not from memory.

V. AND WHAT IT IS NOT

It is not legal advice, and it does not replace counsel’s reading of your contract. It does not train or certify your hazmat employees, and it is not an inspection under anybody’s regulation. It is not written by a party who sells cars, loading material or transload services, which is the reason it can recommend changing nothing. **The finding stands on its own whether or not you engage anyone to do the work**, including us, and including after you have read it.

WHAT YOU CAN HOLD US TO	WHAT IT MEANS AT YOUR PLANT
The question	Fixed in writing before the work starts, and the page is yours to keep.
The name	One railroader scopes the work, sees it through and signs the finding. **He answers for it from the first day to the last, and after.**
The basis	Every finding cites what it stands on, the paper or the field check, so your own people can test it.
The answer	When the plant is ready, the finding says so, and the work stops there.
The stages	Each stage ends on something you can use if you stop there.

THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

§ 09 AND IF YOU DO NOT

IF YOU WANT A SECOND SET OF EYES

The questions in § 02 are the test of the firm that wrote them. Answer them, and judge the firm by what they find.

A plant can answer these seven without help. If you find every answer on paper, that is an afternoon well spent and you owe nobody anything.

If you find something you cannot resolve in-house, or would rather have your paper read and your dock walked by somebody who has stood on the railroad's side of the switch, write and say what you found.

OUR BENCH OF CAREER RAILROADERS BRINGS BETTER THAN 160 YEARS OF COMBINED FIELD EXPERIENCE

Nobody we send learns railroading on your property. That is a standard, not a résumé.

§ 10 SO NOTHING ON THIS PAGE HIDES BEHIND A TERM

THE WORDS, DEFINED

THE TERM	WHAT IT MEANS, AND WHY IT IS ON THIS PAGE
Serving carrier	The railroad whose track reaches your switch and which places and pulls your cars. Every other railroad reaches your door through it.
Tariff	The carrier's published rates, rules and charges. Where no contract covers a movement, the tariff governs it.
Spot, pull and release	A spot places a car at your door; a pull takes it away; a release tells the railroad a car is loaded or empty and ready to go.
Actual and constructive placement	Actual placement is a car set at your door. Constructive placement is a car held in a yard nearby because the railroad could not place it at your request or for your reasons, with notice to you.
Demurrage	The charge for holding a railroad's car past the time the tariff allows for loading or unloading (49 CFR 1333.1).
Load limit and light weight	Two figures stenciled on every car. The light weight is the empty car; the load limit is the most lading it may carry. On our reading the two add up to the car's gross rail load (§ 07).

THE RECORD 49 CFR 1333.1 · eCFR current to 12 NOV 2026

§ 10 SO NOTHING ON THIS PAGE HIDES BEHIND A TERM · CONTINUED

THE WORDS, DEFINED

THE TERM	WHAT IT MEANS, AND WHY IT IS ON THIS PAGE
Blocking and bracing	Blocking stops the load moving; bracing holds it against the car. Both are built to the AAR figure or method for the commodity.
Dunnage	Material that fills voids and protects lading, such as air bags, risers and filler. The receiver removes what does not belong to the railroad.
Doorway protection	Material that keeps lading off a door and out of a doorway. Lumber wedged between the door posts does not qualify.
Bad order	A car tagged as defective. It moves only for repair, and empty it may not be placed for loading (49 CFR 215.9).
Truck	The wheel-and-axle assembly at each end of a car. No more than half the load limit may sit on either one (Circular 42, Rule 2).
UMLER	The industry’s register of each car’s specifications, including its load limit. Where it and the stencil differ, the lower governs (Rule 2.A).
Figure and method	An approved load pattern: a figure in the Open Top Loading Rules, or a method in the Closed Car Loading Guide, with the securement it requires.
Floating load	A closed-car load secured as one unit and allowed to move lengthwise, permitted only with every prescribed securement and doorway protection (Rule 3.G).
Center of gravity	The height of the combined weight of car and load above the rail. AAR limits it, and a tall load raises it (Rule 7).
Bill of lading	The receipt and the contract of carriage in one document, read against the tariffs in effect on its date.
Carmack	The statute that makes rail carriers liable for actual loss or injury to the freight, and sets the floor on time to claim and to sue (49 U.S.C. 11706).

THE RECORD 49 CFR 215.9 · 49 U.S.C. 11706 · eCFR current to 12 NOV 2026

§ 11 PRINT THIS PAGE AND FILL IT IN

THE WORKSHEET

Answers held in somebody's head are not answers. *Write them down, cite where each came from, and date it.*

	THE QUESTION	YOUR ANSWER, IN WRITING	DOCUMENT OR LOCATION	CHECKED BY · DATE
01	Which paper governs our traffic?			
02	What is our window and our cut-off?			
03	Who orders cars, against what forecast?			
04	Which AAR method, which securement, which tested scale?			
05	Where is our demurrage notice?			
06	Is anything hazardous, and is everyone trained?			
07	Who files a claim, and from what record?			

Answered from our own records, of the seven: held in writing _____ · known but not written _____ · not held _____

Any row you cannot complete is the finding. It does not mean the answer is bad. It means nobody at the plant currently holds it. Put a name against the blank rows before the first car.

Plant · location _____ Completed by · title _____ Date _____

Signature _____

THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

§ 12 THE CLOSE, AND HOW TO REACH US

WHAT THIS ADDS UP TO

Seven questions, a first step against every one of them, the rules for loading and securing the car, the rules in the order a car meets them, and a worksheet you can sign. *They establish what you agreed to when you asked for your first car*, and what it will cost you if nobody reads it.

It is done on the day the plant knows which paper governs its traffic, keeps its own record of every car, and reads every invoice against it.

STEELWHEELS.CO · POINT OF CONTACT

Where the Wheels meet the Steel

Write and say what you found, or call 928.605.7984 and say it. Not an impression: what the seven returned at your own plant, your score, and which one you could not answer. The one you could not answer is the finding. You will have a reply within one business day, from the principal and not from a form. Writing puts you on no list. If what comes back says you have no problem, you will be told so. What comes back sets the next stage, or the work stops there.

solutions@steelwheels.co · 928.605.7984 · steelwheels.co · Flagstaff, Arizona · For circulation inside your own operation.

FIND IT. NAME IT. DISSOLVE IT. · READ ON THE BALLAST, NOT THE CHART.

THE RECORD 49 U.S.C. 11101, 11706, 10709 and 10502 · 49 CFR Parts 171–174, 1005, 1039, 1251 and 1333, eCFR current to 12 NOV 2026 · AAR Circular 42 · UFC 6000, Rule 27

This document is a guide, by no means to be construed as comprehensive, and it replaces no statute, regulation, rule, order, tariff or industry standard. Every statute, regulation and tariff cited here was read in its current published text on 15 NOV 2026 (the eCFR current to 12 NOV 2026; the United States Code, 2024 edition), and the law changes after it; read the current text before relying on any of them. SteelWheels.Co makes no warranty that this document contains no error. An error reported to solutions@steelwheels.co is corrected in the next edition, and the correction is noted there. Nothing in this document is legal, accounting, engineering or investment advice, or a certification of any kind; nothing in it creates a relationship; and nothing in it is drafted to any particular matter.