



Train Management Guidelines

Part Five Instruments

29th September 2017

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1 Introduction

- 1.1.1 Section 43 of the Code requires that a Railway Owner submit to the Regulator the Train Management Guidelines (TMG) that it will comply with as the Railway Owner in performing its Access Related Functions under the Code.
- 1.1.2 The TMG are a statement of principles, rules and practices which will be applied in the real time management of Services.
- 1.1.3 Arc Infrastructure will apply the TMG to operations on the Network which exist pursuant to an Access Agreement. The principles, rules and practices contained in the TMG will apply in a non-discriminatory way so as to maintain the order of priority of Trains on the Network.
- 1.1.4 Access Agreements are entered into with the Operator but the Access Agreements explicitly provide that an Operator may engage a third party as its agent or contractor to perform the obligations of the Operator under the Access Agreement. This includes acting as an agent or contractor for the purpose of the TMG.

2 Preliminary Infrastructure Issues

- 2.1 Use of the Network in accordance with the Train Paths
 - 2.1.1 Subject to these TMG, Arc Infrastructure will use best endeavours to ensure that each Service which presents for entry to the Network within 15 minutes of its scheduled departure time runs according to the relevant Train Path so that the Service enters the Network on time and exits the Network on time, subject to:
 - (a) safety considerations;
 - (b) matters outside the reasonable control of Arc Infrastructure;
 - (c) advice from the Operator 15 minutes prior to the scheduled departure time for a Service that it will be ready for departure on time;
 - (d) presentation of the Train on time;
 - (e) emergencies affecting the Services; and
 - (f) provision by the Operator of a Train Manifest in a format acceptable to Arc Infrastructure not less than 15 minutes prior to the scheduled departure time.
 - 2.1.2 Arc Infrastructure will use its best endeavours to accommodate a Service presented at the point of entry to the Network more than 15 minutes before or after its scheduled departure

time by providing a Train Path for that Service at Arc Infrastructure's first available opportunity and in accordance with the General Principles for Train Management (Item 3.3).

2.1.3 Arc Infrastructure will, and will require the Operator to, use best endeavours to:

- (a) ensure that such Services which are running or presented late, when compared with the Train Path or Train Control Directions, recover the lost time; and
- (b) ensure that such Services which are presented more than 15 minutes early depart the Network no later than the scheduled departure time.

2.1.4 Arc Infrastructure may issue Instructions to the Operator and these Instructions may include but are not limited to instructions or directions:

- (a) to cease use of a Train Path by the Service and for the Service to proceed over such Train Path on the Network as Arc Infrastructure nominates;
- (b) to continue use by the Service of the Network subject to such variation of the applicable Train Path or the Service or the composition or quality of Trains as Arc Infrastructure nominates;
- (c) to cause the Service to proceed to a point on the Network and stand there until Arc Infrastructure issues a further instruction or direction in relation to the Service; or if the Service operates outside of its Train Path, to delay or redirect the Service to allow access to the Network by another Operator of a Train (including, if relevant, Arc Infrastructure) whose service would, but for the delay or redirection of the Operator's Service, be delayed or further delayed;
- (d) to change the entry and exit time of a Train Path;
- (e) to issue notification of a temporary speed restriction on a section of track;
- (f) to cancel a Train Path;
- (g) to amend or clarify application of the Arc Infrastructure Network Rules.

2.1.5 Generally, in relation to Instructions:

- (a) in giving an Instruction, Arc Infrastructure will endeavour to minimise disruption to the Services;
- (b) if an Instruction which varies the Operator's Train Paths is intended by Arc Infrastructure to be permanent, such permanent effect of the Instruction will not take effect until the appropriate procedures for permanent variation of a Train Path has been satisfied in accordance with the relevant Access Agreement; and
- (c) as soon as is reasonably practicable and in any event before an Instruction becomes effective, Arc Infrastructure must give to the Operator a written copy (including in

electronic form) of the Instruction if such Instruction is ordinarily given in writing by Arc Infrastructure to Operators.

2.2 Network Blockage

2.2.1 A Train failure, which fouls the Network and blocks the passage of Trains will be cleared using alternative locomotives and crews arranged by the Operator or by Arc Infrastructure. The strategy adopted will minimise the time the Network will be blocked.

2.2.2 Operators, other than the Operator whose Train has failed, must provide reasonable assistance to Arc Infrastructure when necessary to facilitate the clearing of a blockage of the Network caused by a failed Train. Unless agreement is reached on how the costs and risks of providing assistance will be shared, an Operator is not required to provide assistance.

2.2.3 The failed Train will be cleared from the main line to the nearest location where it does not impact on Train running and the Operator will then be responsible for planning repairs in conjunction with Arc Infrastructure.

2.3 Operator's recovery plan

2.3.1 In clearing a failed Train from the Network, the Operator of that Train will be consulted to consider alternatives to clearing the failed Train. These alternatives may include:

- (a) a reduction in the amount of product loaded in or on the Train;
- (b) continuing at reduced speed;
- (c) arranging an alternative locomotive and continuing; or
- (d) amalgamating Trains.

2.4 Operator and Arc Infrastructure Consultation Protocols

2.4.1 In the event that Arc Infrastructure becomes aware of a Network failure or potential deviation from the Train Path, such that the Train will not exit the Network at the scheduled exit time, then the Operator will be advised, as soon as reasonably practicable, of the magnitude of the delay and revised time of exit from the Network.

2.4.2 In the event of the Operator becoming aware of a Network failure or potential deviation from the Train Path, such that the Train will not exit the Network at the scheduled exit time, the Operator shall advise Arc Infrastructure as soon as reasonably practicable of the event and the magnitude of the delay.

2.4.3 To facilitate the above communications process, the Operator and Arc Infrastructure shall include the provision for a 24 hour communications link as a condition of the Access Agreement, unless otherwise agreed.

3 Procedures and Protocols for operations

3.1 Real time allocation of Train Paths

3.1.1 A Train Path schedule will be established by Arc Infrastructure under each Access Agreement, and will be promulgated by issuing of Instructions via the Rail Access Management System.

3.1.2 If an Operator requests an ad-hoc Train Path or an alternative Train Path to those contained in the Access Agreement and, subject to the terms of the Access Agreement, Arc Infrastructure grants that request, then the ad-hoc Train Path or alternative Train Path (as the case may be) will be issued via an Instruction.

3.2 Resolution of Priority of Train Paths

3.2.1 In the event of a conflict with Train Paths arising from an unhealthy Service (one which enters the Network late or loses time en-route) the Train Controller shall use the Matrix to resolve the question of which Service has priority over the other Services.

3.3 General Principles for Train Management

3.3.1 The General Principles for the Management of Trains are provided in the Matrix.

3.3.2 In applying the Matrix the following interpretations will be applied:

- (a) a “healthy Service” is a Train that entered the Network within 15 minutes of its scheduled entry time and there are no indications that it will not exit on time;
- (b) an “unhealthy Service” is one that has entered the Network more than 15 minutes after its scheduled entry time or loses time en-route due to a failure on the part of the Operator or the railway infrastructure and is not expected to exit on time;
- (c) a Service “running ahead” is a Service that has entered the Network at least 15 minutes before its scheduled entry time or is making up time en-route and is expected to exit the Network earlier than its scheduled exit time;
- (d) aside from the rules in the Matrix no one Service has priority over another except for:
 - (i) Services operating on a Train Path where the Train Controller must recognise the fixed intervals for passenger stops en-route between exit and entry even to the extent that the passenger Service is unhealthy at the next designated stopping point; and

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- (ii) where the two Services concerned are operated on behalf of the same Operator, and that Operator has indicated a specific priority between the Services but only if it does not interfere with the Train Paths allocated to another Operator;
 - (e) where the infrastructure layout does not permit the planned operation (such as long Trains crossing passenger Trains who must stop at the passenger facility) the Train Controller will achieve the best crossing possible given the constraint; and
 - (f) where there is some constraint that means the Matrix would not allow the overall on-time objective for all Services to be met the Train Controller will refer the issue to the Access Manager who will decide the course of action to be taken, taking into account the need to treat all Operators fairly, the safe operation of the railway, and the on-time running objective of all Services.

TABLE 1 General Principles for Train Management

All	To ensure operations safety is maintained through compliance with safeworking rules, regulations and procedures.
Arc Infrastructure	To ensure the integrity of the track and other infrastructure so that the Train Path schedule can be met. To manage the Network based on agreed entry/exit times.
Operators	To ensure the operating integrity, including Train crewing, locomotives, wagons and loading so that the Train Path schedule can be met.

The Traffic Management Decision Making Matrix

		Train "A" – Current Status				
		Train running "Healthy"	Train running "Ahead"	Train running "Unhealthy"		
		Train "A" – Objective				
		On Time Exit	On Time Exit	1. Lose no more time 2. Make up time 3. Hold the gain		
Train "B" – Current Status	Train Running "Healthy"	Train "B" - Objective	On Time Exit	Scheduled Cross	Rule 2	Rule 3
	Train running "Ahead"		On Time Exit	Rule 2	Rule 2	Rule 3
	Train running "Unhealthy"		1. Lose no more time 2. Make up time 3. Hold the gain	Rule 1	Rule 1	Rule 4

Rule 1	Train "B" may be given priority on condition Train "A" will still meet its On Time objective.
Rule 2	Both Trains must meet their On Time objective.
Rule 3	Train "A" may be given priority on condition Train "B" will still meet its On Time objective.
Rule 4	Give priority to the Train where performance indicates it will lose least or no more time, and even make up time and hold the gain.

Note: The Matrix is used as follows:

1. Train "A" and Train "B" are competing for priority in relation to traffic management decision by the Train Controller, for example network entry, a cross or pass with another Train in a single line territory.
2. The Train Controller compares the current "status" or performance of both Trains in terms of running "On Time", "Ahead", or "Late".

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3. The decision is given to the Train and Rule indicated at the point of intersection.

- 3.4 Train Activities following a Major Delay

- 3.4.1 Following a major delay in which the blockage on the Network has been cleared or the infrastructure has been sufficiently repaired:

- (a) all affected Operators will be consulted as to their positions and needs including factors such as crewing arrangements, sensitive freight, and shipping or production requirements;
- (b) Passenger Services will be given priority over all other Services if passengers are stranded en-route; and
- (c) subject to item 3.4.1(b), the Services will resume service in the order that they were scheduled to run prior to the blockage, if practical, and taking into account issues raised by item 3.4.1(a).

- 3.5 Repairs, Maintenance, and Upgrading of the Network

- 3.5.1 Arc Infrastructure may take Possession of any part of the Network, at any time. If taking Possession is reasonably likely to materially affect the Train Paths, Arc Infrastructure must, prior to taking Possession:

- (a) take all reasonable steps to minimise any disruption to the Train Paths; and
- (b) use its best endeavours to provide alternative Train Paths that are useable in respect of other elements of the Operator's logistics chain;

but Arc Infrastructure need not obtain the Operator's consent to such Possession.

- 3.5.2 Arc Infrastructure will, at all times, consult with Operators whose Train Paths may be affected by a Possession and will notify Operators when Possession is required for emergency or Force Majeure events.

- 3.5.3 Arc Infrastructure recognises its responsibilities to treat all Operators fairly in the application of its Possession management and recognises the ERA's powers under Section 34A of the Act if the ERA believes Arc Infrastructure's conduct would be construed as hindering or preventing access.

- 3.5.4 The policy Arc Infrastructure will apply to Possession management is as follows:

- (a) where the Possession can occur without affecting the use of Train Paths no notice is required;

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- (b) where Arc Infrastructure has to take Possession because of emergencies related to safety or natural events such as fire or flood, Arc Infrastructure will advise affected Operators as soon as practicable of:
 - (i) the circumstances;
 - (ii) the likely impact on Train Paths; and
 - (iii) the likely duration of the Possession;
 - (c) where Possession will affect Train Paths for periods of less than six hours, Arc Infrastructure will give a minimum of 2 days' notice;
 - (d) where Possession will affect Train Paths for periods of greater than six hours but less than 48 hours, Arc Infrastructure will provide a minimum of 2 weeks' notice and will use its best endeavours to provide alternative Train Paths that are useable in respect of other elements of the Operator's logistics chain; and
 - (e) where Possession will affect Train Paths for periods of greater than 48 hours, Arc Infrastructure will give at least six months' notice of the works and will use its best endeavours to provide alternative Train Paths that are useable in respect of other elements of the Operator's logistics chain.

3.5.5 Any notice given under the policy set out in item 3.5.4 will describe:

- (a) the reason for the Possession;
- (b) the potential impact on Train Paths; and
- (c) what alternative arrangements are proposed.

3.5.6 In the event that the time frames for the Possession notified by Arc Infrastructure are not achievable, Arc Infrastructure will:

- (a) notify affected Operators as soon as practicable; and
- (b) provide a revised estimate of the duration of the Possession.

3.6 Management of Emergencies

3.6.1 In the event of an emergency which requires Arc Infrastructure to close all or part of the Network, Arc Infrastructure will notify all affected Operators as soon as practical of:

- (a) the nature of the incident; and
- (b) the likely effect and duration of the effect on Train Paths;

and will develop, with the Operator(s), a recovery plan in accordance with the provisions of the relevant Access Agreement(s).

3.7 Management of daily issues related to Train Operations

3.7.1 Daily issues (such as the imposition of temporary speed restrictions) will be managed in accordance with;

(a) the Arc Infrastructure Network Rules (Operators are provided with the Arc Infrastructure Network Rules as part of the Access Agreement); and

(b) the relevant Access Agreement.

3.7.2 Arc Infrastructure will at all times maintain the Network (but only in so far as the Network is relevant to the Operator's Train Paths) to the highest of:

(a) the standard existing as at the commencement date of the Access Agreement; or

(b) if Arc Infrastructure is required to be an Accredited Owner, the minimum standard required to maintain its Accreditation as a track owner; or

(c) any other standards as the parties may agree.

3.7.3 When required by the condition of the Network or any part of the Network, Arc Infrastructure may (to the extent of such requirement only) give notice of speed and weight restrictions and the Operator must comply with such a notice.

4 Disputes

4.1.1 Once an Access Agreement has been entered into disputes will be resolved by a three stage process as follows:

(a) firstly, negotiation of the dispute between the parties within a 7 day time limit and using reasonable endeavours;

(b) secondly, by mediation between the equivalent Chief Executive Officers and after if no agreement has been reached within 14 days by expert mediation; and

(c) thirdly, by any other means agreed including by arbitration in accordance with the Commercial Arbitration Act 1985.

5 Compliance and Review

- 5.1.1 Part 5, section 43(5) of the Code enables Arc Infrastructure to amend or replace the TMG at any time, with the approval of the Regulator.
- 5.1.2 Section 43(6) of the Code enables the Regulator to direct Arc Infrastructure to amend or replace the TMG with another TMG determined by the Regulator at any time.
- 5.1.3 Stakeholders have the ability to raise any concerns in relation to the TMG with the Regulator, and the Regulator may investigate such claims.
- 5.1.4 Where there are operations on the Network pursuant to an Access Agreement, the Regulator will monitor Arc Infrastructure's compliance with its obligations under the TMG as follows:
- (a) an audit will be conducted every two years;
 - (b) the audit will be carried out by an independent auditor approved by the Regulator, with Arc Infrastructure funding the audit;
 - (c) the scope of the audit will be determined by the Regulator and the Regulator will manage the audit;
 - (d) the Regulator will publish the final audit report on its website (excluding confidential information).
- 5.1.5 The Regulator may also commission special audits at any time on any issue where additional assurance is required. Such audits may be internal audits or may be carried out by an independent auditor approved by the Regulator, with Arc Infrastructure funding the audit. The scope of the audit will be determined by the Regulator and the Regulator will manage the audit. The Regulator will publish the final report on its website (excluding confidential information).

6 Definitions

Access Agreement	Has the meaning assigned to “access agreement” in Section 3 of the Code, which, as at the date of these TMG; “ <i>means an agreement in writing under the Code between the railway owner and an entity for access by that entity</i> ”.
Access Manager	Means the person or agent appointed from time to time by Arc Infrastructure to manage the function of Train Control and to manage compliance with the TMG.
Access Related Function	Has the meaning assigned to “access-related functions” in Schedule 4, Clause 1 of the Code, which, as at the date of these TMG; “ <i>means the functions involved in arranging the provision of access to railway infrastructure under the Code</i> ”
Accreditation	Has the meaning assigned to it under the <i>Rail Safety Act 2010 (WA)</i> .
Accredited Owner	Means an owner of a railway who has Accreditation or is taken to have Accreditation.
Act	Has the meaning assigned to “Act” in Section 3 of the Code, which, as at the date of these TMG; “ <i>means the Railways (Access) Act 1998</i> ”.
Arc Infrastructure	Means Arc Infrastructure Pty Ltd.
Arc Infrastructure Network Rules	Means the Arc Infrastructure Rules (including the Appendix to the Arc Infrastructure Rules and Working Timetables) issued in accordance with Arc Infrastructure’s Safety Management System approved under Section 59 of the <i>Rail Safety Act 2010</i> together with any amendments, deletions or additions made in accordance with the Safety Management System and all policies and notices issued by Arc Infrastructure for the purpose of ensuring the safe use of the Network.
Code	Means the <i>Railways (Access) Code 2000</i> established under the Act.
Force Majeure	Means any cause, event or circumstance (or combination of causes, events or circumstances) beyond the reasonable control of the party claiming Force Majeure, including the following causes, events and circumstances: <ul style="list-style-type: none"> a) an act of God, lightning, storm, flood, bush fire or fire, earthquake or explosion, cyclone, tidal wave, landslide, heat (including speed restrictions due to the impact of heat or other atmospheric conditions) or adverse weather conditions; b) any regional, statewide or nationwide industrial dispute not caused by or contributed to by the party claiming Force Majeure;

	<ul style="list-style-type: none"> c) an act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic; d) the effect of any applicable laws, rules, regulations, orders, judgments, rulings, decisions, decrees or enforcement actions of any court, government, tribunal or other administrative authority which occur after the date of the Agreement and which could not reasonably have been foreseen by the party claiming Force Majeure; e) embargo or power shortage; or f) the catastrophic failure of, or the breakdown of or accident or other damage to plant, machinery or infrastructure; <p>but does not include:</p> <ul style="list-style-type: none"> g) lack of funds; h) financial hardship; i) loss of customers or loss of market share; or <p>The catastrophic failure of, or the breakdown of or accident or other damage to plant, machinery or infrastructure as a result of a lack of maintenance where such maintenance would have been undertaken by a reasonable and prudent person or where the cause of the event has been the plant, machinery or infrastructure not being operated or maintained in accordance with good industry practices.</p>
Instructions	<p>Means all instructions and directions, issued by Arc Infrastructure from time to time which:</p> <ul style="list-style-type: none"> a) ensure, facilitate or encourage the proper, efficient, safe and lawful; <ul style="list-style-type: none"> i) use of and access to the Network by all Network Operators; and ii) management of the Network by Arc Infrastructure; b) are consistent with the TMG; and c) are given with a view to minimising the disruption to the Operator in a manner which is reasonable in the circumstances and taking into account the valid objectives of Arc Infrastructure (as set out in paragraphs (a) and (b) of this definition of “Instructions”) in issuing the instruction or direction; <p>but does not include instructions and directions which:</p>

	<p>d) derogate from the Train Paths;</p> <p>e) prevent the Operator from running a Service of the nature of the Services contemplated by the Access Agreement or as agreed between the parties from time to time; or</p> <p>f) are given for the purpose only of achieving Arc Infrastructure’s internal commercial objectives unrelated to the valid objectives of Arc Infrastructure as set out in paragraphs (a) and (b) of this definition of “Instructions”;</p> <p>unless the instructions or directions:</p> <p>g) are Train Control Directions properly given;</p> <p>h) relate to safety;</p> <p>i) are given to implement or support the TMG;</p> <p>j) are necessary to prevent or to minimise the effect of a material breach of an Access Agreement; or</p> <p>are otherwise authorised by an Access Agreement.</p>
Matrix	Means the Traffic Management Decision Making Matrix set out in Item 3.3 of the TMG.
Network	<p>Has the meaning assigned to “railways network” in Section 3 of the Code, which, as at the date of these TMG;</p> <p><i>“means —</i></p> <p><i>a) all the railways that were Government railways when the Act received the Royal Assent;</i></p> <p><i>b) all the railways that are on land that is corridor land as defined in the Rail Freight System Act 2000;</i></p> <p><i>ba) the railway constructed pursuant to the TPI Railway and Port Agreement; and</i></p> <p><i>c) any railway declared under section 3(2) of the Act to be part of the railways network;”</i></p> <p>but in the context of this document is restricted to those items above listed in Schedule 2 of the Code which are controlled by Arc Infrastructure and to which Arc Infrastructure has a right to grant Access.</p>

Operator	Has the meaning assigned to “operator” in Section 3 of the Code, which, as at the date of these TMG; <i>“means an entity to which access is provided under an access agreement”</i> .
Possession	Means closure of the relevant part of the Network to all traffic for the purpose of effecting repairs, maintenance or upgrading of the Network.
Railway Owner	Has the meaning assigned to “railway owner” in Section 3 of the Code, which, as at the date of these TMG; <i>“means the person having the management and control of the use of the railway infrastructure concerned”, but in the context of these Train Management Guidelines refers specifically to Arc Infrastructure.</i>
Rail Access Management System	Means the computer system operated by Arc Infrastructure for the purpose of preparing Train consists and monitoring Train progress on the Network and generally for the purpose of Train Control, including for the provision of information relating to timetables, special train notices, temporary speed restrictions and track warnings.
Regulator	Has the meaning assigned to “Regulator” in Section 3(1) of the Act, which, as at the date of these TMG; <i>“means the Economic Regulation Authority established by the Economic Regulation Authority Act 2003”</i> .
Rolling Stock	Means a locomotive, carriage, wagon or other vehicle suitable for use on a railway.
Service	Means a Train run by the Operator, under an Access Agreement, using the Network by which the Operator provides railway freight or passenger service.
Train	Means a locomotive with or without wagons used to operate Services.
Train Control	Means the control of Trains by Arc Infrastructure or its agents on the Network.
Train Controller	Means a person or agent appointed by Arc Infrastructure to carry out the function of Train Control.
Train Control Directions	Means all Instructions issued by Arc Infrastructure or its agents relating to management, continuity and safe operation of Train movements on the Network, including Instructions concerning the actual movement, deployment or placement of Trains, but only to the extent such Instructions: <ul style="list-style-type: none"> a) are consistent with these TMG; and b) are reasonably made with a view to minimising the disruption to the Operator in a manner which is reasonable in the circumstances and taking into account the valid objectives of Arc Infrastructure in issuing the Instruction.

Train Manifest	<p>Means a written notice (including, if agreed, in electronic form) prepared by the Operator in relation to a Service and containing the following details in relation to that Service:</p> <ul style="list-style-type: none"> a) the designated Train number for the Service and its origin and destination; b) the date the Service will commence its operation on the Network; c) the identification number of the locomotive or locomotives that will operate the service in the order in which they will form the Train; d) the number of vehicles in the Train; e) the gross mass of the Train; f) the length of the Train; g) for each vehicle in the Train in the order in which they will be placed, leading end first, the following information; <ul style="list-style-type: none"> i. vehicle number; ii. vehicle classification; iii. vehicle type; iv. gross weight of vehicle; and h) the class of any dangerous goods (as described in the Dangerous Goods Code) carried on the vehicle.
Train Path	<p>Means an entitlement granted to an Operator by Arc Infrastructure to access the Network by reference to the day of the week and to departure, transit and arrival times between entry and exit points on the Network. Arc Infrastructure</p>
TMG	<p>Means Arc Infrastructure's Train Management Guidelines, referenced in Section 43(3) and approved in accordance with Section 43(4) of the Code. This document is Arc Infrastructure's Train Management Guidelines.</p>
Working Timetables	<p>Means the operating data for all or part of the Network issued as part of the Arc Infrastructure Network Rules and as amended from time to time.</p>