

Train Management Guidelines



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CONTENTS

1. Introduction	2
1.1 Background	2
1.2 Relevance of Train Management Guidelines	2
2. Definitions	2
3. Infrastructure Issues	5
3.1 Use of the Network in accordance with the Scheduled Train Paths.....	5
3.2 Network Blockage.....	7
3.3 Operators recovery plan	7
3.4 Operator and Track Access Consultation Protocols.....	7
4. Operations Conflict Resolution Procedures and Protocol.....	8
4.1 Real time allocation of Train Paths	8
4.2 Resolution of Prioritisation scheduled to Train Paths or to Trains	9
4.3 General Principles for Train Management	9
4.4 Maintenance Provisions	10
4.5 Management of Emergencies	10
4.6 Management of daily issues related to Train Operations	10
5. Disputes and Performance Monitoring	11
6. Consultation and Review	11
7. Annexures.....	12
7.1 Control and Management of Access to Network	12
7.1.1 Network management	12
7.1.2 WestNet's Warranty of Entitlement to Grant Access	12
7.1.3 Network Access Provider's Obligations	12
7.1.4 Operator's Warranty in Relation to Rolling Stock Standards	13
7.1.5 Operator's Warranty in Relation to Train Crew.....	13
7.1.6 Operator's Obligations	14
7.2 Environmental and Dangerous Goods.....	15
7.2.1 Notification of Carriage of Certain Materials	15
7.2.2 Notification of Incident involving Dangerous Goods	15
7.2.3 Notification of Environmental Condition	15

1. INTRODUCTION

1.1 Background

WestNet Rail Pty Limited (“WestNet”), a wholly owned subsidiary of the Australian Railroad Group Pty Limited (“ARG”), is the manager of the leases of the freight rail infrastructure network in Western Australia, previously operated by the State Government owned Westrail.

The Railways (Access) Code 2000 (“the Code”) requires certain parts of the rail network managed by WestNet to be made available for access by third party rail operators. Schedule 1 of the Code lists the sections of the WestNet rail network covered by the Code.

With the appointment of an Acting Rail Access Regulator with effect from 1 September 2001 and the proclamation of the Code, the Code is now effective in all respects.

1.2 Relevance of Train Management Guidelines

The Railways (Access) Code 2000 requires that WestNet prepares and submits to the Regulator the Train Management Guidelines will apply under the Code. WestNet’s Train Management Guidelines are a statement of principles, rules and practices which will be applied in the real time management of services. The Regulator must approve or determine the Train Management Guidelines after a period of public consultation.

This includes those applicable in circumstances where services are interrupted due to matters outside WestNet's control and there is a need to resolve competing interests of users of the Network. These principles, policies and practices (and any amendment to them) will apply in a non-discriminatory way between all users of the Network so as to maintain the order of priority of the Scheduled Train Paths. These Guidelines will be an appendix to any future Access Agreement.

2. DEFINITIONS

1. “**Access Agreement**” means an agreement entered into by an operator and WestNet governing access for the operator to run services on the network.
2. “**Accredited Operator**” means an operator (including the Operator) who is Accredited or taken to be Accredited under the Rail Safety Act.
3. “**Government Lease**” means the Rail Freight Corridor Land Use Agreement (Standard Gauge) and Railway Infrastructure Lease dated 17 December 2000 and the Rail Freight Corridor Land Use Agreement (Narrow Gauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by WestNet and other parties.

4. **“Instructions”** means all instructions and directions, issued by WestNet from time to time which :
- (a) ensure, facilitate or encourage the proper, efficient, safe and lawful:
 - (i) use of and access to the Network by all Network users; and
 - (ii) management of the Network by WestNet,
 - (b) WestNet considers upon the exercise of reasonable care are consistent with these Train Management Guidelines; 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 WestNet (as set out in paragraphs (a) and (b) of this definition of “Instructions”) in issuing the instruction or direction,
- but does not include instructions and directions which :
- (d) derogate from the Train Paths;
 - (e) prevent the Operator from running a Service of the nature of the Services contemplated or as agreed between the parties from time to time; or
 - (f) are given for the purpose only of achieving WestNet internal commercial objectives unrelated to the valid objectives of WestNet as set out in paragraphs (a) and (b) of this definition of “Instructions”,
- unless the instructions or directions:
- (g) are Train Control Directions properly given;
 - (h) relate to safety;
 - (i) are given to implement or support these Train Management Guidelines;
 - (j) are necessary to prevent or to minimise the effect of a material breach of an Access Agreement; or
 - (k) are otherwise authorised by an Access Agreement,
- and a reference to “WestNet” in this definition of “Instructions” includes also a reference to WestNet’s agents.
5. **“Leased Railway Infrastructure”** means that part of the Leased Railway Infrastructure (as defined in the Government Lease) associated with the Network.
6. **“Network,”** means the track and infrastructure to which areas have been granted to an operator to operate services under an Areas Agreement.
7. **“Operator”** means the Operator or Operators which have access to the WestNet network. See definition
8. **“Scheduled Train Paths”** means the entitlements of the Operator to use the Network between the times and between the locations set out in the Access Agreement and as amended or varied permanently in accordance with the agreement.

9. **“Service”** means a Train run by the Operator using the Network by which the Operator provides railway freight or passenger services.
10. **“Train Control Directions”** means all Instructions issued by WestNet 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:
 - (a) are considered by WestNet upon the exercise of reasonable care to be consistent with these Train Management Guidelines; 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 WestNet in issuing the Instruction.
11. **“Train Manifest”** 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:
 - (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;
 - (b) the identification number of the locomotive or locomotives that will operate the service in the order in which they will form the Train;
 - (c) the number of vehicles in the Train;
 - (d) the gross mass of the Train;
 - (e) the length of the Train;
 - (f) for each vehicle in the Train in the order in which they will be placed, leading end first, the following information:
 - (i) vehicle number;
 - (ii) vehicle classification;
 - (iii) vehicle type;
 - (iv) gross weight of vehicle; and
 - (v) the class of any dangerous goods (as described in the Dangerous Goods Code)¹ carried on the vehicle.
12. **“Train”** means a locomotive and with or without wagons used to operate services.
13. **“WestNet”** means WestNet Rail Pty Limited.

¹ Details in relation to environmental and dangerous goods are included in Section 7

3. INFRASTRUCTURE ISSUES

Before a Service can operate on the Network there are two essential criteria:

- (a) The Operator must have an Access Agreement and have fulfilled all the conditions in that agreement especially those related to insurance and is an Accredited Operator.
- (b) Provide WestNet with the information required for a Train Manifest. Once these conditions are satisfied the Service will be admitted to the Network and managed in accordance with the principles.

3.1 Use of the Network in accordance with the Scheduled Train Paths

WestNet will ensure that Services run according to Scheduled Train Paths so that a service which enters the Network on time will exit the Network on time, subject to:

- (a) safety considerations;
- (b) matters outside the reasonable control of WestNet, which affect the ability of WestNet to provide the Scheduled Train Paths;
- (c) advice from the Operator's within 10 minutes of the scheduled departure time that it will be ready for departure on time;
- (d) presentation of the operator's Train on time; and
- (e) emergencies affecting the Services.

A Train which is late entering the Network or delayed within the Network will be managed with WestNet's reasonable endeavours to make up time dependent upon:

- (a) the degree of lateness;
- (b) conformance to Network operating requirements;
- (c) how the Train has performed in relation to the section run times as it proceeds; and
- (d) WestNet's obligations in relation to other Trains.

WestNet will use its best endeavours to accommodate a Service which is running early or late, is presented at the point of entry to the Network late or is presented at the point of entry to the Network more than 15 minutes early by providing a Train path for that Service at WestNet's first available opportunity.

Both WestNet and the Operator will use their best endeavours to:

- (a) ensure that such Services which are running or presented late 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 time.

WestNet 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 Scheduled Train Path by the Service and for the Service to proceed over such path on the Network as WestNet nominates;
- (b) to continue use by the Service of the Network subject to such variation of the applicable Scheduled Train Path or the Service or the composition or quality of Trains as WestNet nominates;
- (c) to cause the Service to proceed to a point on the Network and stand there until WestNet issues a further instruction or direction in relation to the Service; or if the Service operates outside of its Scheduled Train Path, to delay or redirect the Service to allow access to the Network by another operator of a Train (including, if relevant, WestNet) whose service would, but for the delay or redirection of the Operator's Service, be delayed or further delayed.

In these circumstances WestNet will:

- (a) in giving any Instruction endeavour to minimise disruption to the Operator's Services; and
- (b) other than in an emergency, consult with the Operator in giving an Instruction concerning the use of an Operator's locomotive and its crew for the purpose of assisting in the clearing of a Network blockage.
- (c) if an Instruction which varies the Operator's Train Paths is intended by WestNet 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. Until the procedure has been satisfied such Instruction will have a temporary effect.
- (d) as soon as is reasonably practicable and in any event before an Instruction becomes effective, WestNet must give to the Operator a written copy of the Instruction if such Instruction is ordinarily given in writing by WestNet to Operators.

The Operator will comply with all Instructions and will promptly inform all relevant Train crew of those Instructions and any changes to them. The Operator will also generally inform all relevant Train crew of WestNet's Network Rules and any general notices and other information notified to the Operator by WestNet and will promptly inform the Operator of any changes made by WestNet. If an Instruction is a Train Control Direction, it must be complied with immediately. Unless the Train Control Centre gives an Instruction that is a Train Control Direction, the Operator need only comply with an Instruction if it was given a reasonable time before the required time for compliance.

The Operator must comply with all Instructions in such a way as to reasonably minimise disruption to any other Operator's use of the Network. WestNet is not responsible for any delay suffered or cost incurred by the Operator in complying with a proper Instruction of WestNet, and the Operator releases WestNet from any claim arising from such compliance.

The Operator is not responsible for any delay suffered or cost incurred by WestNet in the Operator complying with a proper Instruction of WestNet, and WestNet releases the Operator from any such claim arising from such compliance.

3.2 Network Blockage

A Train failure which fouls the Network and blocks the passage of Trains will be cleared using alternative locomotives and crews at the discretion of WestNet. The strategy adopted will minimise the time the Network will be blocked. As an example, assisting locomotives and crews may be from :

- (a) other Trains near the vicinity which are being delayed by the failure; or
- (b) the nearest locomotive depot.

The actual source will be dependent on the location of the failure with the objective of minimum disruption to the Network.

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 and alternative pathways in conjunction with WestNet.

3.3 Operators recovery plan

In clearance of a failed Operator's Train from the Network, the Operator will be consulted to consider alternatives which may include:

- (a) a reduction of loading;
- (b) continuing at reduced speed;
- (c) arranging an alternative locomotive and continuing; or
- (d) amalgamating Trains.

3.4 Operator and Track Access Consultation Protocols

In the event of WestNet becoming aware of a Network failure or potential deviation from the scheduled train path, whereby the predicted exit time from the network will be at variance to the scheduled exit time, the Operator will be advised, at the earliest possible time, of the magnitude of the variance and revised time of exit from the network.

The timing of this advice will be as agreed between the Operators and WestNet, and should at least take into account the magnitude of the deviation from schedule and the duration of the remaining journey on the Network.

In the event of the Operator becoming aware of a Network failure or potential deviation from schedule, the Operator shall advise WestNet at the earliest possible time of the event and the magnitude of the deviation.

To facilitate the above communications process, the Operator and WestNet shall provide for a 24 hour communications link unless otherwise agreed.

4. OPERATIONS CONFLICT RESOLUTION PROCEDURES AND PROTOCOL

4.1 Real time allocation of Train Paths

Scheduled Train Paths will have been established under Access Agreements and will be promulgated by:

- (i) issuing of Working Timetables;
- (ii) Issuing of Special Train Notices via the Rail Access Management System² where the Train Path is not permanently scheduled;

If an Operator requests an ad-hoc Train Path or an alternative Train Path the new Train Path will be issued under the authority of the Access Manager by a WestNet Customer Services Officer or a Train Controller as appropriate.

² This WestNet computer system records all train movements and related data on the Network.

4.2 Resolution of Prioritisation scheduled to Train Paths or to Trains

In the event of a conflict with scheduled Train Paths arising from an unhealthy Train (one which enters the network late or loses time en-route) the Train Controller shall use the matrix set out in Section 4.3.

4.3 General Principles for Train Management

All To ensure operational safety is maintained through compliance with safeworking rules, regulations and procedures.

WestNet To ensure the integrity of the track and other infrastructure so that the train plan can be met.

Operators To ensure operating integrity, including train crewing, locomotives, wagons and loading so that the train plan can be met.

WestNet To manage the Network based on agreed entry/exit times.

TRAIN PLAN	Train A				
Train B	TRAIN RUN	Actual Performance	OT running	Running ahead	Late Running
AGREED NETWORK ENTRY/EXIT TIMES	Actual Performance	TC OBJECTIVE	OT Exit	OT Exit	1. No more time lost 2. Make up time 3. Hold the gain
	OT running	OT Exit	Scheduled Cross	A or B Rule 2	B Rule 3
	Running ahead	OT Exit	A or B Rule 2		
	Late Running	1. No more time lost 2. Make up time 3. Hold the gain	A Rule 1		

Rule 1 – Train B may be given preference on condition Train A will still meet OT exit objective.

Rule 2 – Both trains must meet OT exit objective.

Rule 3 – Train A may be given preference on condition Train B will still meet OT exit objective.

Rule 4 – Give priority to train where performance indicates it will lost least or no more time and even make up time and hold the gain.

4.4 Maintenance Provisions

WestNet may, without notice to the Operator, perform repairs, maintenance or upgrading of the Network, or take possession of any part of the Network, at any time. If repairs, maintenance or upgrading of the Network, or taking possession of the Network, are reasonably likely to materially affect the Scheduled Train Paths, WestNet must, prior to commencement of works;

- (a) take all reasonable steps to minimise any disruption to the Scheduled Train Paths;
- (b) notify the Operator of the works as soon as reasonably practicable; and
- (c) use its best endeavours to provide an alternative train path, but need not obtain the Operator's consent to such repairs, maintenance or upgrading, or possession of the Network.

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

- (a) the standard existing as at the commencement date of the Infrastructure lease; or
- (b) if WestNet 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.

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

4.5 Management of Emergencies

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

1. the nature of the incident.
2. the likely effect and duration of the effect on Scheduled Train Paths.
3. develop with the Operator(s) a recovery plan in accordance with the provisions of the relevant Access Agreement(s).

4.6 Management of daily issues related to Train Operations

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

- (a) the WestNet Rules; and
- (b) the relevant Access Agreement.

5. DISPUTES AND PERFORMANCE MONITORING

WestNet has an on-going internal system for monitoring the compliance with the principles set out in the Train Management Guidelines. In the event that an Accredited Operator has a dispute or complaint as to the interpretation of these Guidelines, it will refer it to WestNet for resolution. In the event the Accredited Operator has been unable to resolve the dispute or complaint within 21 days of its lodgment with WestNet, it will be referred to the Office of the Rail Regulator for that Office to investigate as appropriate.

No later than 90 days after the commencement of an access agreement, the parties will meet for the purpose of identifying and agreeing on the means of measuring the performance of each party under the agreement. The agreed means are referred to as Key Performance Indicators.

When agreed, the Key Performance Indicators must be set out in writing signed by both parties. The parties will also agree in writing:

1. the manner in which, and the frequency with which, the Key Performance Indicators are to be monitored and recorded;
2. the consequences in relation to rights and obligations under the access agreement or otherwise of not meeting or of exceeding Key Performance Indicators; and
3. any other relevant arrangements relating to the use of Key Performance Indicators in connection with the access agreement.

When recorded in writing and signed by the parties the agreed arrangements relating to Key Performance Indicators will constitute part of an access agreement. The parties may in writing signed by each of them vary the terms of the Key Performance Indicators. The Key Performance Indicators are relevant to both parties and must be complied with during the access agreement unless a shorter period is specified. WestNet and the Operator will monitor the appropriateness of the Key Performance Indicators.

The parties must meet when agreed but not less than quarterly for the purpose of discussing and determining actual performance against the Key Performance Indicators. The parties will jointly determine the appropriateness of the Key Performance Indicators for the purpose of reward or penalty.

6. CONSULTATION AND REVIEW

WestNet will formally consult with the Regulator at the end of the initial two years of operation of this Guideline to determine whether any amendments are required.

7. ANNEXURES

7.1 Control and Management of Access to Network

7.1.1 *Network management*

Control of the Network and management of access to the Network subject to the Act and Code, remains at all times with WestNet.

7.1.2 *WestNet's Warranty of Entitlement to Grant Access*

Subject to the provisions of the Government Lease WestNet will warrant that it is entitled to grant to the Operator the rights of access to the Network as specified in an access agreement.

7.1.3 *Network Access Provider's Obligations*

WestNet will at all times during the term of an access agreement

- (a) undertake the function of Train Control over the Network;
- (b) comply with the Train Management Guidelines;
- (c) safely and efficiently operate the Network so that any permitted use of the Network by the Operator is facilitated promptly and effectively in accordance with the access agreement;
- (d) make the Network available to enable the Operator to use the Scheduled Train Paths granted by WestNet on agreed terms
- (e) maintain and operate the Train Control Centre and a communication system for the purpose of communication with the Operator and other users of the Network, and to facilitate the Operator's access to that communication system;
- (f) use its reasonable endeavours to provide the Operator with details, as soon as reasonably practicable of all operating incidents (including an Incident) which has affected or could potentially affect the ability of any Train to retain its Train Path, or else affect its security or safety or the security and safety of the freight or passengers;
- (g) comply with all applicable Acts of the Commonwealth and State Parliaments, subordinate legislation, municipal by-laws and other laws in any way applicable to WestNet's management and control of the Network.

7.1.4 *Operator's Warranty in Relation to Rolling Stock Standards*

The Operator will warrant at all times during an access agreement that:

- (a) each Train operated by the Operator on the Network is at all times in a good and safe operational condition; and
- (b) all of the equipment used by the Operator on or in connection with the Network is maintained to a sufficient standard of safety and to a sufficient level of operational efficiency,
- (c) but in any case to standards at least as high as those set out in all relevant volumes as amended or superseded from time to time of:
 - (i) the "Railways of Australia Manual of Engineering Standards and Practices"; or
 - (ii) the draft code of practice on Rolling Stock issued or published by the Australasian Railways Association; or
 - (iii) if that draft code of practice on Rolling Stock is subsequently endorsed by the Commonwealth of Australia (including, without limitation, any of its governmental departments or authorities) for national implementation on the Network, then such code of practice once it is so endorsed.

7.1.5 *Operator's Warranty in Relation to Train Crew*

The Operator will warrant at the Commencement Date and at all times during an access term that each Train operated by the Operator on the Network will be operated by a Train Crew consisting of a person or persons who:

- (a) are qualified under WestNet's Network Rules and have an appropriate track access permit in accordance with WestNet's Network Rules, and in particular instruction 141; and
- (b) have knowledge of the route over which the Train Crew will operate the Train in accordance with the Operator's procedures; and
- (c) be qualified in the operation of the Rolling Stock used to operate the Train in accordance with the Operator's procedures.

7.1.6 *Operator's Obligations*

The Operator must at all times:

- (a) use its best endeavours to ensure that its use of the Network complies with the Train Paths applicable to each Service;
- (b) comply with all WestNet's Train Control Directions immediately;
- (c) conduct itself in accordance with Instructions issued;
- (d) if it becomes aware that material non-compliance by a Service with the applicable Scheduled Train Path (or any other Train path which is provided) has occurred or is a reasonable possibility, notify the Train Control Centre immediately;
- (e) ensure that its use of the Network is carried out in such a way as to minimise obstruction of the Network and so that use of the Network by any other user authorised by WestNet is not prevented or delayed (other than through use of the Network in accordance with this access agreement or through proper compliance with an Instruction validly given);
- (f) comply with all applicable Acts of the Commonwealth and State Parliaments, subordinate legislation, municipal by-laws and other laws in any way applicable to operation of the Services or its use of the Network;
- (g) not materially change, alter, repair, deface, damage or otherwise affect any part of the Network;
- (h) provide and maintain communications equipment which is compatible with the equipment used in the Train Control Centre and use such equipment to communicate with the Train Control Centre. If WestNet proposes to change communications equipment in the Train Control Centre and the proposal will result in the Operator having to replace or upgrade its communications equipment, WestNet will give reasonable notice to the Operator and the Operator will replace or upgrade the communications equipment to be compatible with the equipment used in the Train Control Centre;
- (i) provide to WestNet any information related to the operation of the Services (excluding commercial information) as WestNet reasonably requires to enable it to properly perform its functions and discharge its obligations to the Operator, other operators, its owner and the public;
- (j) provide to WestNet a Train Manifest in a format acceptable to WestNet for each Service not less than 15 minutes prior to that Service commencing use of the Network and provide written notice of any detail of the Train Manifest which changes during the course of the operation of the Service over the Network; and
- (k) inform WestNet as soon as reasonably practicable of any cancellation or intended cancellation by the Operator of any Service.

7.2 Environmental and Dangerous Goods

Each party must comply with all environmental laws and with their respective environmental policies (in so far as they comply with the law), including all applicable laws and lawful policies dealing with dangerous goods.

7.2.1 *Notification of Carriage of Certain Materials*

Other than in the case of Trains which are wholly passenger Trains, the Operator must include in all Train Manifests such detail in relation to the identification of dangerous goods as is required by the Dangerous Goods Code and as is otherwise reasonably required by WestNet (on terms not inconsistent with the Dangerous Goods Code).

7.2.2 *Notification of Incident involving Dangerous Goods*

Other than in the case of Trains which are wholly passenger Trains, the Operator will provide to WestNet details, at the earliest practicable time after the Operator becomes aware, of all incidents (including non-compliance with relevant codes, regulations, bylaws or other statutory provisions, whether or not an Incident) involving dangerous goods including but not limited to any spillage, leakage or container or package damage associated with the movement of any Train on the Network.

7.2.3 *Notification of Environmental Condition*

Where:

- (a) WestNet becomes aware that, as a result of the activities of the Operator under this Agreement, an Environmental Condition exists or has occurred and WestNet reasonably considers that action or intervention is required to prevent, mitigate or remedy that Environmental Condition; or
- (b) WestNet is given a direction by a competent authority that some action or intervention is required to prevent, mitigate or remedy an Environmental Condition resulting from the activities of the Operator under this Agreement,

then WestNet must inform the Operator of the relevant requirements and, where practicable, any steps which WestNet reasonably considers will be necessary to prevent, mitigate or remedy the situation, and the Operator must immediately, or as soon as reasonably practicable after receiving such notice, implement such requirements and steps and any other necessary action so that the Environmental Condition is no longer present or the Environmental Damage is rectified.