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**National Rail**

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Dear Dr Michael

### **REQUEST FOR PUBLIC SUBMISSIONS**

This letter is in response to your request for public submissions to inform and assist in considerations prior to approval or determination of the following submissions made by WestNet Rail:

- ▶ Train Management Guidelines;
- ▶ Statement of Train Paths Policy; and
- ▶ Segregation Arrangements.

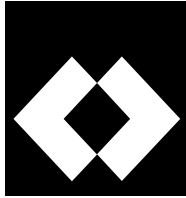
National Rail Corporation Ltd is the principal Operator of interstate rail freight trains in Western Australia. Approximately 31 trains per week are operated on the Perth – Kalgoorlie corridor, in addition to “hook and pull” services for others.

National Rail is pleased to provide the attached submission on the proposals prepared by WestNet Rail.

In addition, National Rail representatives would be available if required during your review process, to give additional background explanations on issues identified in the submission.

Yours sincerely

W D McLeod  
Manager Infrastructure and Access



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**SUBMISSION TO THE RAIL ACCESS REGULATOR, WESTERN  
AUSTRALIA**

*re*

**Train Management Guidelines  
Train Paths Policy  
Segregation Arrangements**

as submitted by WestNet rail

January 2002



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## GENERAL ISSUES

### 1 Integration Into National Network

The submissions by WestNet Rail appear to portray a concept of WestNet Rail operating its network in isolation. The significance of WestNet Rail's role as manager of a portion of the national rail network is considered to be inadequately acknowledged.

The standard gauge portions of the WestNet Rail system, in particular the Perth – Kalgoorlie corridor, are an integral component of the national interstate network. This network needs to be operated in an integrated way, to provide seamless train paths and train transit arrangements for interstate Operators.

The submissions by WestNet Rail do not mention the need to co-ordinate train path development and train management across the interstate network. National Rail, along with the other interstate Operators, expects to be able to move its trains across the interstate network with integrated timetabling, consistent train management, common standards, rules and protocols, and uninterrupted transit over the boundaries between jurisdictions.

For example, consider a train travelling from Adelaide to Perth. If the train leaves Adelaide on time, it has “healthy” status and is managed accordingly by Train Control. The “healthy” status is retained even if the train is delayed between Adelaide and Kalgoorlie for reasons beyond the control of the Operator.

However, if the “healthy” train is presented late for entry onto the WestNet Rail network at Kalgoorlie, under the proposed Train Management Guidelines it becomes “unhealthy” and therefore subject to a more adverse Train Control management regime between Kalgoorlie and Perth.

Interstate Operators seek uniform, seamless train pathing and management across the interstate network, so that jurisdictional boundaries become of no operational consequence.

### 2 Adoption of National Timetable Reviews

A particular aspect of the need for integration into the national rail network is the desirability of co-ordinated national timetable reviews.

Until recently, each track owner across the interstate network implemented major timetable reviews on dates to suit itself. This meant that Operators were then required to negotiate with other jurisdictions to implement essential consequential changes to train paths.

The scheduling of interstate train paths is a complex exercise. For example, timetable changes in New South Wales are likely to have flow-on effects right through to Perth.



On occasions, Operators have been unable to fully benefit from infrastructure improvements on the interstate network, because of an inability to achieve timetable changes.

National Rail, supported by other interstate Operators, has recently promoted the concept of major revisions to the interstate timetable being implemented on two fixed and agreed dates each year. The first such national change will take place on 21 April 2002.

This is an important structural change for the rail industry. National Rail believes that WestNet Rail should commit to such a process in its Train Path Policy.

### **3 National Code of Practice for the Defined Interstate Rail Network**

The rail industry is, collectively, investing a large amount of effort in the development of Codes of Practice for the Defined Interstate Rail Network. Volumes 1 (General Requirements and Interface Management), 2 (Glossary) and 3 (Operations & Safeworking) have been approved by the Australian Transport Council for adoption across the interstate network.

It is therefore considered that, where applicable, WestNet Rail's Train Path Policy and Train Management Guidelines should reference and adopt the National Codes of Practice, at least for those WestNet Rail tracks which form part of the Defined Interstate Rail Network.

In particular, it is noted that the General Principles for Train Management (Train Management Guidelines clause 4.3) are similar to, but do not replicate the National Code of Practice.

### **4 Integrity of Contracted Train Paths**

The fundamental basis of an access agreement between an Operator and WestNet Rail is the entitlement to train paths, being the contracted times and locations at which trains are scheduled to enter and leave the WestNet Rail network.

Once established in an access agreement, train paths should be able to be altered only with the concurrence of both the Operator and of WestNet Rail. The one exception should be in cases of operational emergency.

The powers to alter train paths which WestNet Rail proposes to bestow upon itself in the Train Path Policy and Train Management Guidelines are considered to be much too broad, significantly disadvantaging Operators.

### **5 Allocation of New Train Paths**

The process for allocation of new train paths does not seem to adequately develop the requirements outlined in the Railways (Access) Code 2000, particularly with respect to embracing the developing environment of an increasing number of Operators, often competing for the same business.



For example, the Train Path Policy does not appear to appropriately identify how WestNet Rail would handle scenarios such as the following:

- ▶ A number of Operators are separately seeking train paths as part of bids to secure the same new rail traffic;
- ▶ One or more Operators are developing business proposals to take over existing rail traffic presently handled by another Operator; or
- ▶ One or more Operators are developing business proposals to secure forecast increases in traffics where current levels are presently carried by another Operator.

In general, the Train Path Policy and Train Management Guidelines appear to largely comprise detailed procedures as would be found in an Access Agreement, rather than policy statements describing how the process is intended to work.

## **6 Relationship to ARTC Wholesale Agreement**

National Rail understands that WestNet Rail has an Agreement with ARTC whereby ARTC may act as a “wholesaler” of train paths on behalf of WestNet Rail.

It is considered that the way in which the ARTC Agreement will operate in relation to the Train Path Policy and Train Management Guidelines should be explained in the relevant documents, together with confirmation that the Policy and the Guidelines are fully compatible with the ARTC Agreement.

One specific aspect requiring clarification is whether a train path request lodged with ARTC is also deemed to have been lodged with WestNet Rail (Train Path Policy, clause 7 refers).

## **7 Strategies for Development**

The WestNet Rail proposals give the impression of a concept whereby the railway is there and, one by one, train paths will be allocated in order of application until capacity is used up.

There does not appear to be emphasis on integrated planning for the development of the rail infrastructure monopoly, so that all reasonable requirements of Operators can be met into the future, and potential growth of the rail industry realised.

For example, between Koolyanobbing and Kalgoorlie, recent protracted track possessions for infrastructure upgrading have severely degraded train transit performance and put extreme pressure on Operators’ abilities to meet freight delivery commitments to their customers.

As WestNet Rail has identified in its submission on costing principles, further modernisation of assets on this section will be required, implying more disruption for Operators. At the same time, a major rail customer has indicated an intention to significantly increase tonnages of iron ore transported on the corridor.



The WestNet Rail submissions do not appear to adequately address how development, track capacity and service quality issues such as these will be strategically dealt with in the future relationships between WestNet Rail and its customers.

## **8 Obligations should be Mutual**

Obligations placed on Operators by WestNet Rail should, whenever appropriate, be matched by mutual obligations on WestNet Rail.

For example, the Train Management Guidelines (clause 7.1.4) require the Operator to warrant that each train is at all times in a good and safe operational condition. However, there is no corresponding obligation on WestNet Rail to warrant that its infrastructure is at all times in a good and safe operational condition.

The WestNet Rail submissions should be reviewed to ensure that, wherever possible and appropriate, mutual obligations are specified.

## **9 Review of Policies**

National Rail considers that the Rail Access Regulator should require that WestNet Rail's Train Management Guidelines, Train Path Policy, and Segregation Arrangements contain a requirement that a formal review be undertaken following, say, the first 12 months of their implementation.

Implementation of these policies represents a new development for the rail industry in Western Australia. It is therefore appropriate that the policies be reviewed at an appropriate interval after implementation, to incorporate the benefits of experience derived from their application.

In particular, it is submitted that the adequacy of the Segregation Arrangements will to some extent be indicated by the experiences and outcomes of Operators other than ARG in attempting to obtain and operate rail traffic on the WestNet Rail network.



## TRAIN MANAGEMENT GUIDELINES

### 1 Late Trains (clause 3.1)

There should be some latitude in the time of presentation of a train onto the network before it is classified as “late”. A tolerance of 15 minutes is common industry practice and is recommended.

### 2 Early Trains (clause 3.1)

WestNet Rail should be obligated to use reasonable endeavours to ensure that trains which are presented early are managed so that they depart the Network correspondingly early.

### 3 Out of Course Running (clause 3.1)

When trains are running off their timetabled paths, an Operator should be able to direct WestNet Rail as to the relative priorities to be accorded to its trains. This would include, if applicable, the delaying of an on-time train of the Operator so that a late train of the same Operator can be advanced.

As the guidelines are presently drafted, there is little or no provision for involvement by an Operator in the transit management of its trains.

### 4 Issue of Instructions (clause 3.1)

The proposed circumstances under which an Instruction may be issued appear to be very broad and may conflict with the limitations contained in the earlier definition of Instruction (clause 2).

It is considered that the definition of Instruction should be shortened so that all the relevant material in clause 3.1. Clause 3.1 should be reworded so that clear guidelines are provided as to what an Instruction is, the circumstances under which an Instruction can be issued, and the permissible scope of an Instruction.

### 5 Network Blockage (clause 3.2)

The Operator should initially have responsibility for clearing any of its rolling stock which is blocking the network. WestNet Rail should have such powers only after, following a request, the Operator does not act with reasonable promptness having regard to the circumstances.

WestNet Rail should only have authority to deploy resources (particularly crews and locomotives) which are, at the time, located on its network. This would normally exclude locomotives in depots, which would need to be provided to WestNet Rail by agreement with the locomotive owner.





WestNet Rail should reimburse Operators' costs when locomotives and crews are directed to assist with line clearance. WestNet Rail should also indemnify Operators against any claims which might arise following the issue of such directions.

## **6 Maintenance Provisions (clause 4.4)**

In comparison to the standards to which Operators must maintain rolling stock (clause 7.1.4), there is effectively no defined standard of infrastructure maintenance, nor is there any obligation for WestNet Rail to maintain any specific standard. These matters should be properly specified in the Guidelines.

WestNet Rail should be required to act with reasonable promptness in removing any infrastructure restrictions which it may impose.

The imposition of weight restrictions can have major implications on the viability of an Operator's activities, so should be allowed to be applied only as a matter of last resort.

WestNet Rail should be obligated to develop and implement a plan for achievement of the operational capability targets set by the Australian Transport Council for the Defined Interstate Rail Network.

## **7 Track Possessions (clause 4.4)**

Except in an emergency, WestNet rail should be entitled to reschedule, cancel or reroute a train only with the agreement of the Operator, with such agreement not to be unreasonably withheld.

WestNet Rail should reimburse costs incurred by the Operator when trains are cancelled or rerouted on account of track possessions.

## **8 Rolling Stock Standards (clause 7.1.4)**

As a general principle, it is inappropriate to mandate conformance to draft codes of practice. In this instance, the referenced draft codes (on Rolling Stock) are not publicly issued and available to Operators.

Also, compliance with multiple codes is inadvisable because of the likelihood of conflicting specifications.

Instead, National Rail would support a requirement that Operators conform to:

- ▶ The Railways of Australia Manual of Engineering Standards and Practices, until such time as the Code of Practice for the Defined Interstate Rail Network Volume 5 (Rolling Stock) is published; and
- ▶ The Code of Practice for the Defined Interstate Rail Network Volume 5 (Rolling Stock) thereafter.

It is also noted that the new Code of Practice is intended to apply to the Defined Interstate Rail Network and, in particular, may not be relevant to narrow gauge lines.



## **9 Communications Equipment**

On the Defined Interstate Rail Network, WestNet Rail should be obligated to use communications equipment which conforms to that used elsewhere on other interstate corridors.

If WestNet Rail proposes to change communications equipment, it should meet the cost of Operators re-equipping (this may be by a temporary rebate in access charges). However, Operators should bear the cost of routine minor alterations, such as changes to radio frequencies, etc.

## **10 Train Manifest (clause 7.1.6)**

It should only be necessary for a Train Manifest to be provided prior to entry of a train onto the Network, not 15 minutes prior.

It is noted that no timing is specified for provision of the written notice of any detail of a Train Manifest which changes en route.

## **11 Dangerous Goods (clause 7.2.1)**

WestNet Rail should not have authority to impose requirements additional to the Dangerous Goods Code. The Code was developed to give uniform and consistent rules for carriage of dangerous goods; it is unreasonable for Operators to have to comply with varying requirements in different jurisdictions.



## TRAIN PATH POLICY

### 1 General

Several sections (e.g. clauses 3.3 and 3.4) are very similar to, but do not exactly duplicate, material in the Train Management Guidelines.

The policies should normally be specified only in the most relevant document but, where there is a need for duplication, requirements should be specified once, and cross referenced elsewhere.

### 2 Conditional Train Paths (clause 2)

The concept of a Conditional Train Path appears to be unnecessary. A Scheduled Train Path may have conditions attached to it (e.g. to operate only at defined times of the year). Train Paths should be either Scheduled (i.e. timetabled) or Unscheduled (i.e. ad hoc).

### 3 Allocation of Train Paths (clause 3.2)

WestNet Rail should be obligated to use reasonable endeavours to accommodate requests for Unscheduled Train Paths, or ad hoc alterations to Scheduled Train Paths.

### 4 Removal of Train Paths for Under-utilisation (clause 3.6)

The first paragraph of clause 3.6 (right to cancel train paths not operated for more than 3 consecutive weeks) presumably does not apply when the cancellations are made pursuant to the criteria specified in clause 3.8 – this should be clarified.

The first paragraph should only apply if the train does not run at all. As it is presently worded, it seems that a Train Path may be cancelled by WestNet Rail if the train regularly runs late, for whatever reason.

WestNet Rail's entitlement to cancel a Train Path should only apply if there is a reasonable indication that it is sought by and will be allocated to another Operator.

### 5 Review of Scheduled Train Paths (clause 3.7)

The provisions of this clause should be tightened so that it cannot be used by WestNet Rail to degrade train transit performance because infrastructure condition has been allowed to deteriorate.

The emphasis should be on maintaining infrastructure condition so that agreed train transit times can be achieved on a continuing basis.



## **6 Cancellation of Services (clause 3.8)**

The circumstances described in sub-clause (iii) should not be limited to those occurring in Western Australia. An interstate operator should not be penalised in one jurisdiction because of events beyond its control occurring in another jurisdiction.

It is assumed that the allowable cancellation of 5 trains per year for each service is on the basis that a different train service runs each day of the week – i.e. 5 cancellations per year represents about 10% of the number of times each scheduled service is timetabled. This should be clarified.



## **SEGREGATION ARRANGEMENTS**

### **1 General**

WestNet Rail should be obligated to charge AWR (or other Operators within the Australian Railroad Group) the same access fees as would be applicable to any other Operator.