

REQUIREMENTS FOR WORKING IN THE RAIL CORRIDOR

All clause references in this document are references to clauses in this document unless otherwise indicated.

Capitalised terms in this document have the same meaning as in the Purchase Order – Terms & Conditions (Long Form), unless defined below.

1.1 Definitions

In this clause:

Approved Suppliers of Protection Officers means the list of suppliers of Protection Officers maintained by the Principal, details of which can be obtained by contacting the Principal.

Code of Conduct means the Principal's Code of Conduct which is available at <https://www.transport.nsw.gov.au/about-us/who-we-are/culture-and-values> or upon request from the Principal, as updated from time to time.

Controlled Signal Blocking has the meaning given in the RailSafe Network Rules.

Danger Zone has the meaning given in the RailSafe Network Rules.

Local Possession Authority has the meaning given in the RailSafe Network Rules.

Lookout Working has the meaning given in the RailSafe Network Rules.

Principal's Safety Management System means the sections of the Principal's safety management system which are relevant to the Contractor's Activities, found at <https://www.transport.nsw.gov.au/about-us/who-we-are/sydney-trains/contractors> as amended from time to time, or as otherwise notified by the Principal to the Contractor.

Possession has the meaning given in the RailSafe Network Rules.

Possession Protection Officer has the meaning given in the RailSafe Network Rules.

Protection Officer has the meaning given in the RailSafe Network Rules.

Rail Safety National Law means the *Rail Safety National Law (NSW)*, as defined in the *Rail Safety (Adoption of National Law) Act 2012 (NSW)*, and any associated regulations.

RailSafe Network Rules means the network rules, procedures, standards, policies, safety statement and training & certification procedures which can be obtained from the RailSafe website at <https://railsafe.org.au/policy> or by contacting the Principal.

Railway has the meaning given in the Rail Safety National Law.

Railway Operations has the meaning given in the Rail Safety National Law.

Railway Track or **Rail Track** or **Track** or **Line** means the rails fastened on sleepers or transoms and founded on ballast, bridge decking or concrete slab, associated signalling and overhead wiring components (in electrified areas)

Running Line has the meaning given in the Rail Safety National Law.

Track Occupancy Authority has the meaning given in the RailSafe Network Rules.

Track Work Authority has the meaning given in the RailSafe Network Rules.

Worksite has the meaning given in clause 1.5(b).

1.2 General requirements

The Contractor must comply with the document entitled "General Safety Specification for Contractors" which can be obtained from the Railsafe website or by contacting the Principal (see https://railsafe.org.au/__data/assets/pdf_file/0005/36257/Sydney-Trains-General-safety-specification-for-contractors.pdf or <https://railsafe.org.au/safety-and-environment-specifications>) (**Safety Specification**) which sets out the specific occupational health and safety requirements of the Contract, including such matters as safety requirements for carrying out work in the Rail Corridor and the Principal's policies with regard to drugs, alcohol and fatigue management.

1.3 Working in the Rail Corridor

- (a) The RailSafe Network Rules prescribe the rules and procedures for carrying out work in the Rail Corridor.

- (b) The Contractor must comply with, and must ensure that its personnel and visitors comply with, the RailSafe Network Rules.
- (c) This document does not limit or otherwise restrict the Contractor's obligation to comply with the RailSafe Network Rules.

1.4 Method of working in the Danger Zone

- (a) Without limitation, the RailSafe Network Rules prescribe:
 - (i) that work in the Danger Zone must be carried out only by using one of the following five methods:
 - A. Local Possession Authority;
 - B. Track Occupancy Authority;
 - C. Track Work Authority;
 - D. Controlled Signal Blocking; or
 - E. Lookout Working; and
 - (ii) mandatory minimum safety measures for each method.
- (b) If the Contractor is to provide the Contractor's Activities in the Danger Zone, the Contractor must carry out work in the Danger Zone using the method(s) notified by the Principal to the Contractor no later than 24 hours prior to the commencement of the relevant Contractor's Activities.

1.5 Working hours

- (a) Subject to the other provisions of this document (including those relating to Possessions), the hours of work applicable to the Contractor's Activities to be carried out in the Rail Corridor and the Danger Zone will be notified by the Principal to the Contractor no later than 24 hours prior to the commencement date of the relevant Contractor's Activities.
- (b) The Principal does not guarantee access or Possessions for any Sites (**Worksite**) for the whole of the working hours notified by the Principal to the Contractor under clause 1.5(a).

1.6 Removal of 1500V electrical supply

The hours, times and locations during which the 1500V supply will be removed by the Principal will be notified by the Principal to the Contractor no later than 24 hours prior to the commencement date of the relevant Contractor's Activities.

1.7 Possessions

- (a) Possessions are closures and/or occupation of defined portions of one or more Running Lines to allow work to be carried out in the Danger Zone using either a Local Possession Authority or a Track Occupancy Authority. Subject to the requirements of this document, the Principal will notify the Contractor of any Possessions no later than 24 hours prior to the commencement date of the relevant Contractor's Activities.
- (b) The Contractor:
 - (i) acknowledges that any Possession arranged by the Principal is not necessarily available for the sole purpose of allowing the Contractor's Activities to proceed in the Danger Zone;
 - (ii) acknowledges that the Principal does not guarantee Possessions for the whole of the Danger Zone working hours notified by the Principal to the Contractor under clause 1.5(a);
 - (iii) warrants that it will, if directed by the Principal, coordinate the Contractor's Activities with:
 - A. Other Contractors engaged by the Principal to carry out work in the Danger Zone during the Possession(s); and
 - B. the Principal's personnel operating and maintaining the Railway;

- (iv) warrants that it will comply with, and ensure that its personnel comply with, any direction that may be given by the Possession Protection Officer or any Protection Officer (whether engaged by the Contractor or the Principal), including a Direction to attend a safety briefing (or "Toolbox Talk") or to suspend work;
- (v) warrants that it will take all necessary steps to ensure that the Contractor's Activities in the Danger Zone are carried out utilising the specified methods and the arranged Possession(s) pursuant to clauses 1.4 and 1.7 respectively;
- (vi) warrants that, unless otherwise approved by the Principal, it will not carry out any of the Contractor's Activities in a way which may result in disruption or alteration of the Principal's Railway Operations;
- (vii) acknowledges that the Principal may alter or cancel any Possession and as a result of this action the Principal may direct the Contractor to suspend the Contractor's Activities;
- (viii) acknowledges that Possessions are difficult to obtain and are normally planned up to 12 months ahead of required dates, and as such arranged Possessions must be fully utilised; and
- (ix) indemnifies the Principal against any damage, expense, loss or liability suffered or incurred by the Principal arising out of or in connection with:
 - A. the under utilisation of any Possession during which the Contractor's Activities were, or ought to have been, carried out; or
 - B. any disruption to the Principal's Railway Operations caused by a negligent act or omission of the Contractor or its personnel relating to a Possession.

1.8 Protection Officers

- (a) All Worksites in the Rail Corridor must have a Protection Officer whose primary duty is to keep the Worksite and workers safe. The Contractor must (unless otherwise directed by the Principal) provide sufficient Protection Officers, possessing the Principal issued certificate of competency, to:
 - (i) assess the work to be carried out by the Contractor for safety and its potential to intrude on the Danger Zone;
 - (ii) ensure a safe place exists or can be created in the Danger Zone;
 - (iii) prepare Worksite protection plans;
 - (iv) ensure all work is carried out safely and in accordance with the RailSafe Network Rules; and
 - (v) keep records about Worksite protection arrangements.
- (b) When carrying out work in the Rail Corridor the Contractor must comply with, and must ensure that each of its personnel complies with, any direction that may be given by a Protection Officer.
- (c) The Contractor must procure Protection Officers from one of the Principal's Approved Suppliers of Protection Officers and must not, without the Principal's written permission, provide or deploy a Protection Officer provided by any other supplier.

1.9 Clearances and other requirements

The Contractor must ensure that, when working in the Rail Corridor:

- (a) if specified in the Safety Specification or the Principal's Safety Management System, demarcation fencing (for example, star picket and plastic tape) is erected, as the minimum requirement, to indicate the horizontal boundary of the Danger Zone;
- (b) no metal object (including metal ladders, tapes, rules and scaffolding) is used or comes within six metres of the 1500V overhead wiring or equipment;

- (c) no person, plant or other object comes within one metre of the 1500V overhead wiring or equipment;
- (d) no structure that may affect entry to or egress from the Rail Corridor, or may obstruct the view of a train driver, is erected;
- (e) artificial lighting is not used to illuminate the place of work unless the Principal or the Possession Protection Officer approves the type and placement of the lighting;
- (f) level crossings are not constructed unless the Principal or the Possession Protection Officer gives the Contractor written permission; and
- (g) each of the Contractor's personnel:
 - (i) wears high visibility safety clothing (including an orange coloured safety vest with retro reflective strips); and
 - (ii) does not wear any red or green coloured clothing.

1.10 "Kick off" meeting

The Contractor's nominated safety personnel must attend and participate in a "kick off" meeting to be held prior to the commencement of work at the Worksite. This meeting will be conducted by the Principal and attended by other stakeholders nominated by the Principal. The purpose of the meeting will be to discuss safety issues associated with the Worksite and the Contractor's Activities and to ensure that the Contractor understands its safety management obligations including its obligations to:

- (a) in consultation with the Principal, identify hazards associated with the Worksite and the Contractor's Activities to be carried out by the Contractor, assess the associated risks and either eliminate the risks or develop measures to effectively control the risks;
- (b) prepare safety management plans and safe work method statements; and
- (c) ensure that each of its personnel:
 - (i) holds any required qualification or certificate of competency;
 - (ii) receives any required health assessment; and
 - (iii) is provided with all required safety induction training.

During the "kick off" meeting the Principal will provide the Contractor's nominated safety personnel with initial induction training including an overview of the Code of Conduct and relevant policies.

1.11 Rail industry worker training

The Contractor must, before the Principal will provide the Contractor with access to the Rail Corridor, provide to the Principal satisfactory evidence that each of the Contractor's personnel entering the Rail Corridor whose work will require them to intrude into the Danger Zone has:

- (a) completed and satisfied the requirements in the TLIF2080 Safely Access the Rail Corridor course (as updated or replaced from time to time) or an equivalent course as approved by the Principal in writing;
- (b) been issued a Rail Industry Worker (RIW) card (as updated or replaced from time to time); and
- (c) satisfied any other requirements relating to rail safety induction as notified by the Principal to the Contractor.

1.12 Pre-work safety briefing

The Contractor must conduct pre-work safety briefings for all of its personnel on a Worksite daily at the commencement of each shift and whenever work conditions change. During the pre-work safety briefings the Contractor must discuss:

- (a) any Worksite specific hazards;
- (b) safe work method statements setting out the risk assessments and controls associated with the work activities scheduled during the day or shift;
- (c) the Worksite protection in place and the boundaries of such protection;

- (d) the times at which protection will be in place;
- (e) the signals which will be given when it is necessary to clear the Railway Tracks;
- (f) the location of safe places / refuges to be used when required to clear the Railway Tracks; and
- (g) access and egress to the Worksite.