



# TEAMSTERS CANADA RAIL CONFERENCE

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Local Committee of Adjustment Division 322

**Thomas Stehr**  
Local Chairman  
Conductors

**Liam Smith**  
Local Chairman  
Trainmen & Yardmen

**Ryan Marshall**  
Local Chairman  
Locomotive Engineers

**VIA EMAIL**

October 14, 2024

Members of Division 322

**RE: C46 Wayfreight**

As many of you are aware on October 13, 2024, a C46 Wayfreight Assignment was established for Medicine Hat crews. Your Executive felt that we should address a misconception, that your Executive fought to take the C46 assignment away from Calgary and bring it to Medicine Hat. That is not correct.

As per the Collective Agreement, all work on the Brooks subdivision belongs to Medicine Hat employees, as a result we cannot force another terminal to work on the Brooks subdivision, it must be mutually agreed upon, because the C46 works on the Brooks subdivision, the C46 has always been Medicine Hats work. In 1992 the Medicine Hat and Calgary Division Executives came to a local agreement whereby Calgary crews would man the C46 Carseland Switcher, this agreement had a 30-day cancellation clause. Since the C46 local agreement was signed in 1992, Medicine Hat has never activated the cancellation clause.

Last year the company changed the C46 Carseland Switcher to a Wayfreight, that action a violation of both the Collective Agreement and the local agreement. One of the major concerns for your Executive is that a Switcher is limited to 30 miles, but a Wayfreight has free reign of the entire Brooks subdivision. In November of last year, the Calgary Executives sent your Executives a revised local agreement, however that agreement was in violation of the Collective Agreement and as such we could not sign that agreement. Your executive had no choice but to submit grievances for the resulting runarounds and lost wages, the Collective Agreement and the Canada Labour Code are both very clear, in that we cannot pick and choose which grievances to write. It should be noted that your executive still did not activate the cancellation clause, we simply wanted the violations to stop. Eventually the violations stopped, and the Company reverted back to a C46 Switcher as it had been for the 31 years prior. The Calgary Executives not long after this, invoked the 30-day cancellation clause at the C46 agreement, as a result of their membership no longer wishing to work the assignment.

Since Calgary invoked the 30-day cancellation clause, your Executive has sent multiple different local agreements to the Calgary Executives, in the hopes the Calgary membership would agree to keep the C46. The last agreement was worded very similarly to the agreement Calgary sent to us in November of last year, this agreement was not a violation of the Collective Agreement, however the Calgary membership decided they still did not want the C46. As stated at the beginning of this letter, we cannot force another terminal to work on our subdivision, so despite your Executives' best efforts, as per the Collective Agreement, the C46 must be manned with Medicine Hat crews unless another local agreement can be agreed upon between Medicine Hat and Calgary.

In solidarity,



Thomas Stehr  
LC Conductors



Liam Smith  
LC Trainmen/Yardmen



Ryan Marshall  
LC Engineers