

**From:** (b) (6), (b) (7)(C)  
**To:** [Chahrouhi, Katherine](#); [Henderson, Lisa Y.](#); [Webb, Joseph](#); [SM-Region 10, Atlanta](#)  
**Cc:** [Bock, Richard](#); [Szapiro, Miriam](#); [Dodds, Amy L.](#); [Shorter, LaDonna](#)  
**Subject:** ATU Local 1700 (Greyhound Lines, Inc.), 10-CB-261228 (case closing email)  
**Date:** Tuesday, September 29, 2020 3:22:43 PM

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This case was submitted for advice as to whether the Union breached its duty of fair representation by agreeing to modify the contractual furlough recall provisions in a way that was detrimental to the Charging Party. We agree that the allegation lacks merit. The parties agreed to adjust the existing language because the contract did not clearly establish how voluntarily furloughed employees with a set return date were to be recalled if operational needs demanded an earlier return. Under the June 3, 2020 MOU, they agreed to allow the Employer to recall all voluntarily furloughed employees by reverse seniority order, which was already the procedure for employees who had an open return date. The Charging Party had a set return date of (b) (6), (b) (7)(C) but was called back to work effective (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) discussed the matter with the Union Vice President on (b) (6), (b) (7)(C) alleges that (b) (6), (b) (7)(C) indicated that the Union was going to have to fight the Employer on this matter. There is no evidence that this Union official, who was not the one who signed the MOU, was aware that the MOU was pending or that the Union was on the brink of agreeing to a position that was adverse to the Charging Party at the time of their discussion. Nor is there evidence that the Charging Party ever requested that the Union file a grievance over (b) (6), (b) (7)(C) early recall date. In these circumstances, and considering that there is no evidence of animus toward the Charging Party, we conclude that the Union acted consistent with its duty of fair representation with respect to bargaining over the MOU and handling a potential grievance.

This email closes this case in Advice. Please contact us with any questions or concerns.

(b) (6), (b) (7)(C)