

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE**

GLOBAL CONTACT SERVICES

and

**Cases 29-CA-211765
29-CA-216547
29-CA-218276**

**TRANSPORT WORKERS UNION,
AFL-CIO LOCAL 100**

Brady Francisco-FitzMaurice, Esq., for the General Counsel.
Eric Stuart, Esq. and Christopher Coxson, Esq., for the Respondent.
Laine Armstrong, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

JEFFREY P. GARDNER, Administrative Law Judge. The charge in Case 29-CA-211765 was filed on December 18, 2017; the charge in Case 29-CA-216547 was filed on March 13, 2018; and the charge in Case 29-CA-218276 was filed on April 9, 2018. An Order Consolidating Cases, Consolidated Complaint and Notice of Hearing was issued on May 21, 2018. An Order Further Consolidating Cases, Amendment to Consolidated Complaint, and Order Rescheduling Hearing was issued on June 27, 2018.¹

The consolidated complaint alleges Respondent violated Sections 8(a)(5) and (1) by failing and/or refusing to provide information requested by the Charging Party Union. (GC Exh. 1).² Respondent denies the substantive allegations of the complaint.

On September 18 and October 17, 2018, I conducted a trial at the Board's Regional Office in Brooklyn, New York, at which all parties were afforded the opportunity to present their evidence. After the trial, the General Counsel and Respondent each filed timely briefs, both of which I have read and considered.³ The Charging Party did not file a separate brief.

Upon consideration of the briefs, and the entire record, including the testimony of witnesses and my observation of their demeanor, I make the following

¹ A subsequent Order Further Consolidating Cases was issued on July 24, 2018 adding an additional charge in Case 29-CA-218816. However, that added charge was later withdrawn from the consolidated complaint by the General Counsel, which moved at the commencement of the hearing to amend its complaint to reflect that withdrawal.

² Abbreviations used in this decision are as follows: "Tr." for the Transcript, "GC Exh." for the General Counsel's exhibits, "R. Exh." for Respondent's Exhibits, and "Jt. Exh." for the parties' Joint Exhibits. Specific citations to the transcript and exhibits are included only where appropriate to aid review, and are not necessarily exclusive or exhaustive.

³ Just over two weeks after briefs were submitted, Respondent moved to file an additional reply brief, which motion I denied by Order dated January 28, 2019.

FINDINGS OF FACT

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I. JURISDICTION

Respondent admits, and I find, that it is a domestic corporation with an office and place of business at 3300 Northern Boulevard, Long Island City, New York, and has been engaged in the operation of a call center. Respondent further admits, and I find, that in conducting its business operations during the most recent 12-month period, it has provided services valued in excess of \$50,000 to the New York City Transit Authority, an entity directly engaged in interstate commerce.

Therefore, I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

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Background

Respondent operates a call center on behalf of the New York City Transit Authority (hereinafter "Transit"),⁴ which administers a program called Access-a-Ride to provide transportation to disabled residents who are otherwise unable to use the subway or bus system to attend medical appointments. In 2013, Respondent entered into a contract with Transit to operate the call center, located in space owned by Transit.⁵ Respondent employs approximately 725 workers to staff the phone lines, and they handle between 8 and 9 million phone calls per year using equipment which is also owned by Transit.⁶

Respondent's customer service representatives and travel service agents are represented for purposes of collective bargaining by the Transport Workers Union, AFL-CIO, Local 100 (herein "the Union"), a labor organization within the meaning of Section 2(5) of the Act, and have been since April 28, 2015, when the Board certified the Union as the exclusive collective-bargaining representative of the Unit. The Union and Respondent are parties to a collective-bargaining agreement which has been in effect since August 23, 2016, and runs through March 31, 2020 (herein "the CBA"). It is undisputed that Respondent is bound by this most recent CBA.

Respondent frequently relies on audio recordings of its unit employees as a basis for discipline. The CBA provides for a progressive disciplinary system, and it contains a grievance and arbitration process which includes an initial Step 1 and Step 2 meeting between management and the Union, which take place at the facility. Those grievances which remain unresolved to all parties' satisfaction can be heard by an arbitrator. The CBA sets forth a strict timetable for the grievance process.

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⁴ Transit is also referred to as "NYCTA," "MTA," or "TA" in various exhibits.

⁵ That contract contained Article 128, Confidentiality of Personal Information and Compliance, discussed *infra*.

⁶ Some administrative and management employees, including Respondent's Project Manager Frank Camp, also use computers that are owned by Respondent, and not Transit. In Camp's case, that is a portable laptop.

While there is no written agreement between the parties as to how specifically to proceed with grievances involving audio recordings which Respondent is relying on in support of discipline, for such grievances, it is not disputed that Respondent has at all times agreed to play the audio for the Union at one or both of these Step 1 and Step 2 meetings, and has also offered to play the audio at other times upon the Union's request, in the presence of the involved employee if requested, and as many times as the Union requests.

There is no evidence that Respondent has ever refused to provide the Union the opportunity to listen to and take notes of relevant audio recordings. The Union acknowledges that in the past its representatives and counsel have listened to and taken notes of such audio recordings, so it could later advise its members.

However, at least as of April 2017, Respondent has taken the position that audio recordings are the property of Transit, and that Respondent would not produce copies of those to the Union.⁷ Respondent clarified this position in response to the Union's information request in an unrelated grievance in which the Union requested copies of audio tapes.⁸ Respondent's Vice President of Human Resources, Antoinette "Toni" Currie, contacted Transit for a clarification on its policy and was advised by her contact at Transit that Respondent could not provide audio copies to the Union, and that Transit would consider it a breach of contract for Respondent to do so.

After conferring with Transit, Respondent again advised the Union that it was unable to provide copies of audio recordings to the Union, and in May 2017, Currie advised the Union's attorney, Laine Armstrong, that Respondent would not provide audio the Union had requested regarding employee Monk. Meanwhile, on June 15, 2017, the Union served a subpoena on Transit for an audio recording of another employee, Sabrina Jackson. That recording was provided to the Union by Transit, after Respondent's Senior Vice President Frank Camp sent an email to Transit confirming it was the relevant recording.⁹

Respondent's, and Transit's, policy regarding the provision of audio recordings is reflected in the original service contract between Respondent and Transit. Article 128 of that 2013 contract between Respondent and Transit, entitled "Confidentiality of Personal Information and Compliance With Personal Privacy Protection Laws" requires Respondent to keep any personal information obtained in the performance of its contract confidential within its own personnel and its agents and subcontractors only as needed.

Article 128 specifically states that "[i]n no event shall [Respondent] otherwise provide, make available, provide access to or convey with or without consideration, Personal Information to any third party, except as otherwise provided by law." (R Exh. 8). Personal information under the contract includes any personally identifiable information, including name, address, telephone number, etc. of the disabled residents who use the call center's services.

⁷ While this date is more than 6 months prior to the filing of all three of the charges herein, I do not find this matter to be barred by Section 10(b) of the Act, as the parties continued to communicate back and forth thereafter on potential accommodations for the Union to be able to examine or obtain the recordings within the 10(b) period. Indeed, Respondent was still seeking guidance from Transit on the subject as late as April 2018.

⁸ That grievance involved employee Rasheeda Monk. That information request is not the subject of this matter.

⁹ Initially, the copy delivered to the Union was inadvertently attached in an incomplete form, but that error was subsequently corrected.

Notably, the technology provided to Respondent by Transit is designed to ensure compliance with this confidentiality restriction. Indeed, while Camp can access the audio files using either the Transit computer or his work laptop, and play the audio out loud, he is not able to actually save a copy of those files to provide to the Union. In order to obtain a copy of an audio file to provide to the Union, Respondent would first have to identify the call for which a copy is needed, and then request it from Transit.

In the majority of grievances, the arrangement insisted upon by Respondent has satisfied all parties. At the Step 1 and/or Step 2 meetings, the parties typically will listen to the relevant audio, with or without the employee present. Based on hearing the relevant audio, the parties are typically able to resolve the grievance, or the Union is able to decide whether to further proceed with a particular grievance to arbitration. It does not appear that the Union requested copies of the audio recordings in advance of these Step meetings. Rather, the requests for copies of the audio herein were all made for grievances in which the Union intended to file for arbitration.

Since about 2017 the Union's grievances and arbitrations have been primarily handled on behalf of the Union by its attorney, Laine Armstrong¹⁰, who also testified at trial as the General Counsel's primary witness.¹¹ Ms. Armstrong testified that the Union needed copies of the recordings to properly prepare for the employees' arbitration (or in one instance, for a New York City Department of Consumer Affairs case). She explained her belief that taking notes is not an adequate substitute for the actual recording and maintained that obtaining the recordings were necessary for the Union to meet in private with the employee to properly represent them. She noted that the presence of an employer representative when listening to the recordings, as well as their role as the exclusive operator of the recording equipment, could potentially limit the Union's ability to properly prepare.

Though I found Armstrong's demeanor to be professional, at the same time, she struggled to remember specifics throughout her testimony, had difficulty responding to straightforward questions, and frequently needed to rely on emails and other documents to refresh her recollection about basic facts. In addition, I found her explanations for the Union's need to obtain the audio recordings to be hypothetical, rather than actual reasons relating to this case. As such, I only partially credit her testimony.

The witnesses for Respondent were Camp and Currie, both of whom I found credible. Currie answered questions in a straightforward and complete manner, with a very clear and consistent recollection of communications she had with the Union and with representatives of Transit. Camp also appeared to be forthright and honest in his testimony both under questioning from the General Counsel and Respondent.

¹⁰ Although other Union representatives interacted with Respondent on grievances, and listened to recordings played by Respondent at Step hearings and otherwise, all of the Union's requests for pre-arbitration receipt of copies of the recordings at issue here were made through counsel, specifically Ms. Armstrong.

¹¹ General Counsel's only other witness was Camp, who was called as a witness in his capacity as custodian of records for Respondent.

The Union's Document Requests at Issue

1- Case No. 29-CA-211765: Danika Downey

5 On October 10, 2017, Respondent suspended employee Danika Downey for an alleged job performance policy violation (call avoidance from October 2 to October 6, 2017). Thereafter, Respondent decided to terminate Downey's employment, and the Union filed a grievance. On October 23, 2017, the parties held a first step meeting in Camp's office. At that meeting, the Union orally requested documents substantiating Respondent's claim of alleged call avoidance. In addition, on October 24, 2017, the Union sent a written request for relevant documents.

10 On November 1, 2017, Respondent responded by email to the Union with the requested relevant call avoidance documents and information, including a list of phone calls in which Respondent alleged Downey engaged in call avoidance, but did not include any audio files. The Union responded on December 7, 2017, requesting additional information from Respondent, including a request to provide copies of audio recordings.

15 By email dated December 8, 2017, Currie advised the Union that the audio recordings were under the ownership of Transit and that Respondent could not provide the audio to the Union. Armstrong responded that audio had been provided by Respondent in the past¹² and that the Union needed the audio.

20 On December 13 and 14, 2017, Armstrong again requested the audio recordings and Currie informed the Union of the contractual provision it had with Transit that Respondent was maintaining prevented it from providing audio recordings. On December 15, 2017, Armstrong offered to enter a confidentially agreement, but Currie instead offered an accommodation of playing the calls for Union representatives, as had previously been done.

25 On December 18, 2017, Armstrong objected to this proposed accommodation, and disputed Currie's assertion that there had been a procedure for listening to audio recordings. That same day, the Union filed the unfair labor practice in Case No. 29-CA-211765. On December 20, 2017, Downey's arbitration took place, during which the audio of the disputed calls was played. Thereafter, on December 27, 2017, the arbitrator issued an Award and Opinion in the Union's favor, awarding Downey reinstatement and backpay.

30 **2- Case No. 29-CA-216547: Minkaru Kaira**

35 On or about January 17, 2018, Minkaru Kaira reported he was ill and could not come to work, which led to a decision by Respondent to terminate Kaira for "no call no show" which the Union grieved. In or around late January or early February, Union and Respondent representatives attended a step hearing pertaining to Kaira's grievance at Respondent's facility. The parties listened to the relevant audio recording, but the parties disagreed on whether it showed that Kaira said he would be out just that day, or both that day and the next day.

40 On March 2, 2018, Armstrong sent an email to Currie, requesting information relevant to the Union's representation of Kaira at the upcoming arbitration hearing, including the disputed audio recording. Currie again responded that audio recordings were not the property of Respondent and could not be provided, but that Respondent would play the recording for the

¹² No evidence was presented that Respondent had ever provided audio recordings to any non-governmental agency, and specifically none but the NLRB's Region 29.

Union again at a mutually convenient time. Armstrong responded by email that the accommodation being offered by Respondent was unacceptable.

5 On March 5, 2018, Currie sent an email to Armstrong reiterating Respondent's position that the accommodation being offered by Respondent was all it was able to do, and Armstrong responded by explaining the relevancy of the audio recording to prove which days Kaira called out sick.

10 Although an arbitration was scheduled for March 8, 2018, it was cancelled on March 7, 2018 when the Union withdrew the pending grievance, as Kaira decided instead to pursue a claim against Respondent for unpaid sick time with the New York City Department of Consumer Affairs ("DCA"). On March 13, 2018, the Union filed the charge in Case No. 29-CA-216547.

15 On March 20, 2018, Armstrong sent an email to Currie, informing Respondent that the Kaira recording continued to be relevant to his claim before the DCA. Thereafter, on April 26, 2018, the DCA informed Respondent by email that it was closing its investigation. That email, in what appears to be boiler plate language, advised of the potential for a future investigation if the DCA were to come into receipt of evidence of sick leave violations. To date, no new investigation has arisen, and there is no other pending matter involving Kaira.

20 3- Lorraine Williams

25 In or around February 2018, the Union learned that Respondent had decided to terminate Lorraine Williams for poor job performance including purported call avoidance. The parties conducted a grievance step meeting, in which they reviewed 50 alleged instances of call avoidance from January 16, 2018 to January 31, 2018, but no audio recordings were played at that step hearing.¹³

30 Unable to resolve grievance at the step hearing, the Union filed for arbitration. On March 30, 2018, Armstrong sent an email to Currie requesting audio recordings of the alleged call avoidance. On April 3, 2018, Currie refused the request for the audio recordings, citing the contract with Transit, and stated that Armstrong could listen to calls at Respondent's facility. Armstrong responded that the Transit contract does not relieve Respondent of the legal responsibility to respond to the Union's reasonable information request.

35 On April 4, 2018, Currie reiterated Respondent's position on releasing audio recordings, and on April 6, 2018, the parties proceeded to the arbitration hearing. At the hearing, Respondent played all the calls that had been earlier identified, but which the Union had declined to listen to. On April 14, 2018 the arbitrator issued an opinion and award denying the Union's grievance and upholding Williams's termination based on call avoidance.

40 On April 19, 2018, the Union filed the unfair labor practice in Case No. 29-CA-218816. By letter dated April 24, 2018, in response to a final request for clarification from Currie, Transit wrote a letter to Respondent regarding Transit's position that Respondent was not to provide audio recordings to third parties.

45 It is undisputed that Respondent has refused to provide copies to the Union of any of the disputed audio recordings at issue in this case. It has instead consistently maintained that it

¹³ Many of these audio recordings – which Respondent attributed to call avoidance – were extremely brief, or consisted primarily of the silence following a disconnected call.

does not own the recordings, that it is contractually barred from turning them over, but that it would make them available for review as requested by the Union.

5 On at least four earlier occasions, Respondent did provide audio recordings to the NLRB's Region 29 during the region's investigations of previous unfair labor practice charges filed against Respondent. There is no evidence that Respondent has ever provided copies of audio recordings to the Union or any other non-governmental entity.

10 For example, on February 18, 2015, counsel for Respondent sent six audio recordings of an employee's phone calls to a Region 29 agent in defense of a charge. Later, on May 13, 2015, counsel for Respondent sent recordings of two phone calls regarding another employee to a Region 29 Board agent investigating a charge. Then, on June 4, 2015, counsel attached audio recordings of two phone calls to a position statement that was filed with a Region 29 Agent regarding still another employee. And, finally, on June 22, 2015, counsel for Respondent
15 attached audio recordings of three phone calls with a position statement that was filed with a Region 29 Board Agent regarding a fourth employee.

ANALYSIS

20 The Supreme Court has long held that an employer must provide a union, on request, with relevant information that is necessary for the proper performance of its duties as the exclusive bargaining representative. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 153 (1956). Indeed, the Supreme Court has held that an employer's duty to bargain collectively extends beyond periodic contract negotiations and includes its obligation to furnish information that allows a
25 union to decide whether to process a grievance under an existing contract. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 436 (1967).¹⁴

30 "A labor organization's right to information exists not only for the purpose of negotiating a collective-bargaining agreement, but also for the proper administration of an existing contract, including the bargaining required to resolve employee grievances." *Southern California Gas Co.*, 344 NLRB 231, 235 (2005) (citing *Hobelmann Port Services*, 317 NLRB 279 (1995); *Westinghouse Electric Corp.*, 239 NLRB 106, 107 (1978).

35 Accordingly, the Board has long held that Section 8(a)(5) of the Act obligates an employer to furnish requested information which is potentially relevant to the processing of grievances. "An actual grievance need not be pending nor must the requested information clearly dispose of the grievance." *United Technologies Corp.*, 274 NLRB 504 (1985). Moreover, if there does exist a pending grievance, "an employer's duty to furnish information relevant to the processing of a grievance does not terminate when the grievance is taken to arbitration."
40 *Lansing Automakers Federal Credit Union*, 355 NLRB 1345, 1353 (2010).

45 Information requests regarding bargaining unit employees' terms and conditions of employment are "presumptively relevant" and ordinarily must be provided. *Whitesell Corp.*, 352 NLRB 1196, 1197 (2008), adopted by a three-member Board, 355 NLRB 649 (2010), enfd. 638 F.3d 883 (8th Cir. 2011). There is no burden on the part of the Union to prove the relevance of or explain the need for this type of presumptively relevant information.

¹⁴ This is often referred to as "policing the contract." See, e.g., *United Graphics, Inc.*, 281 NLRB 463, 465 (1986).

By contrast, where the requested information is not directly related to the bargaining unit, the information is not presumptively relevant, and the requesting party does have the burden of establishing the relevance of the requested material. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Earthgrains Co.*, 349 NLRB 389 (2007). Even in those situations where a showing of relevance is required, whether because the presumption has been rebutted or because the information requested concerns non-unit matters, the standard for establishing relevancy is the liberal, “discovery-type standard.” *Alcan Rolled Products*, 358 NLRB 37, 40 (2012). *Caldwell Mfg. Co.*, 346 NLRB 1159, 1160 (2006).

In the instant matter, I find that the information sought by the Union – audio of unit employee phone calls relied upon for employee discipline – is presumptively relevant. Accordingly, the Act would ordinarily require that it be furnished without the need for the Union to establish relevance.

However, even where a union has requested information which is presumptively or otherwise relevant, it has long been recognized that an employer is not always required to provide the union with information in the exact form requested, so long as it “is made available in a manner not so burdensome or time consuming as to impede the process of bargaining.” *Cincinnati Steel Castings Co.*, 86 NLRB 592 (1949).

For example, in *Abercrombie & Fitch Co.*, 206 NLRB 464 (1973), the employer was requested to furnish information that was relevant to an employee’s discharge, and while the employer did provide most of those records, it refused to provide a copy of a half-page confession and copies of 3 pages of uncomplicated cash register records. Instead, the employer’s personal manager showed those documents to the union representative, who was permitted to examine them and take notes. While those records were unquestionably relevant, the Board upheld the ALJ’s finding that the requested information was not complicated and there was no evidence the union representative did not have proper time to review the documents when presented. As such, the Board held the employer did not violate the Act by refusing to provide copies of those documents.

Similarly, in *Roadway Express, Inc.*, 275 NLRB 1107, 1107 fn.4 (1985), the union had requested a photocopy of a customer complaint letter that was the basis for a unit employee’s discharge and thus presumptively relevant to the grievance which was filed by the union. The employer refused to provide a photocopy, but instead, offered the union the opportunity to examine the employee’s entire personnel file, including the disputed letter. The union declined the employer’s offer, insisting that it was entitled to a photocopy of the document. In reversing the Administrative Law Judge’s decision, the Board found that the document was one page that could be easily read and understood when examined in a matter of minutes, and that the employer’s offer of on-premise examination and note-taking satisfied its obligation to provide the union with the requested information.

By contrast, in *American Telephone & Telegraph Co.*, 250 NLRB 47, 54 (1980), enfd. sub nom. *Communication Workers Local 1051 v. NLRB*, 644 F.2d 923 (1st Cir. 1981), the Board held that an employer violated the Act by refusing to provide photocopies of relevant information, and instead offering only to allow the union there to take notes. Significantly, the Board affirmed the ALJ’s finding that the requested documents, totaling 90 pages, were both long and complex, and that the note-taking alternative proposed by the employer was insufficient to allow the union assurances of accuracy and completeness to which it was entitled.

5 More recently, relying on the *American Telephone & Telegraph Co.* analysis, in *Stella D'oro Biscuit Co., Inc.*, 355 NLRB 769 (2010), enf. denied, *SDBC Holdings, Inc. v. NLRB*, 711 F.3d 281 (2013), the Board affirmed the ALJ's conclusion that the employer's offer to the union to view, but not retain in its possession, a 19-page financial statement violated the Act, noting that "although there is no bright line ... between 3-1/2 pages (*Abercrombie & Fitch, supra*) and 90 (*American Telephone & Telegraph, supra*), the judge reasonably placed the document at issue ... within the scope of *American Telephone & Telegraph* based on not only its length, but also its complexity." *Stella D'oro, supra*, at 774.

10 However, the 2nd Circuit Court of Appeals denied enforcement of the Board's Order, holding that even if the company had an obligation to provide the financial statement to the union, the respondent there fully complied with its statutory obligation to provide that information by providing multiple opportunities for the Union to examine and take notes of the financial statement. *SDBC Holdings, Inc. v. NLRB*, 711 F.3d 281 (2013).

15 In the instant matter, the crux of the case is not whether the Union is entitled to the information contained in the audio recordings it requested. It clearly is. Rather, the issue is whether the Act requires Respondent to provide the Union with copies of these audio files, notwithstanding the contractual confidentiality issues raised by Respondent as to their ability to comply, the offers made by Respondent to permit the Union to listen to and take notes of the audio tapes, and the nature of the tapes themselves. And the deciding factor remains, whether 20 Respondent's statutory obligation to bargain in good faith has been met.

25 Based on the totality of the circumstances presented here, I find that Respondent was making a good faith attempt to provide the Union with the information necessary to perform its role as the collective bargaining representative of the unit, while balancing the contractual requirements it had with its sole client. The disputed audio files in this case are much more analogous to the documents sought in *Abercrombie & Fitch Co.* and *Roadway Express, Inc., supra*. They were simple, easily examined and understood, and could readily be reduced to writing by the Union on review, which it had frequently done in the past.

30 In the case of Danica Downey, Respondent timely responded to the Union's request for relevant call avoidance documents and information with a list of the phone calls upon which it was relying, but no audio tapes. When the Union asked for copies of the audio tapes, Respondent explained in detail why it would not provide them, but instead would play them for the Union's review in advance of the arbitration.

35 The Union listened to some but not all of the calls, and was offered multiple opportunities to listen to every call during the processing of the Downey grievance and in advance of the arbitration, but declined. All of the calls were played at the subsequent arbitration hearing, with the arbitrator ultimately ruling in the Union's favor. I find no evidence to suggest that any of these calls, some of which consisted of primarily silence, were so long or complex as to render them too difficult to properly evaluate upon listening to the audio, as Respondent had offered 40 the Union the opportunity to do.

45 In the case of Minkaru Kaira, Respondent and the Union listened to the audio recording of the single call at issue at a grievance step meeting, after which the Union asked for a copy of that audio recording. Respondent timely responded by declining the Union's request, but offering to make the recording available for the Union to listen to again at a mutually convenient time, which the Union declined. Again, I find no evidence to suggest that this single call was too long or complex for the Union to adequately examine upon listening to the audio.

Finally, in the case of Lorraine Williams, Respondent again timely responded to the Union's request for relevant call avoidance documents and information regarding the alleged call avoidance calls, and again, while refusing to provide copies of audio recordings, Respondent offered to play the audio at the Union's request. The Union declined Respondent's offer. Although there were as many as 50 calls, again, none were characterized as either long or complex, or otherwise not amenable to examination and note taking by the Union.

Accordingly, I find that Respondent has not failed and refused to furnish the Union with presumptively relevant information, and that Respondent's actions did not violate Section 8(a)(5) and (1) of the Act.

Conclusions of Law

1. Respondent, Global Contact Services, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union, Transport Workers Union, AFL-CIO, Local 100, is a labor organization within the meaning of Section 2(5) of the Act and represents a bargaining unit comprised of workers employed by the Respondent.
3. The Respondent did not violate the Act in any manner alleged in the complaint.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁵

ORDER

The complaint is dismissed in its entirety.

Dated, Washington, D.C. July 19, 2019



Jeffrey P. Gardner
Administrative Law Judge

¹⁵ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.