UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

TRUCK DRIVERS, CHAUFFEURS AND HELPERS, LOCAL UNION NO. 100, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (Tea Shop Productions LLC d/b/a The Foundation)

and **Case 09-CB-249487**

SAMUEL L. BUCALO, AN INDIVIDUAL

Jonathan Duffey, Esq.,
for the General Counsel.
Julie Ford, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

MELISSA M. OLIVERO, Administrative Law Judge. This case was tried on September 21, 2020, using Zoom videoconference technology. Samuel L. Bucalo, an individual, filed a charge on October 4, 2019.[1] The General Counsel issued the complaint on April 4, 2020, and an amended complaint on July 8, 2020 (collectively referred to as the complaint). The complaint alleges that the Truck Drivers, Chauffeurs and Helpers, Local Union No. 100, affiliated with the International Brotherhood of Teamsters (Local 100 or Respondent) violated Section 8(b)(1)(A) and 8(b)(2) of the National Labor Relations Act[2] (Act) by referring employees to employment contrary to the provisions established for its exclusive hiring hall. (GC Exh. 1(t).) Respondent timely answered the complaint, denying that it violated the Act. (GC Exh. 1(v).)

On September 21, 2020, a hearing was held using Zoom Government videoconference technology. The parties were given a full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, and to file briefs. On the entire record, including my own observation of the demeanor of the witnesses,[3] and after carefully considering the briefs filed by the parties, I make the following

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[1] All dates are in 2019, unless otherwise indicated.
[2] 29 U.S.C. §§151-169.
[3] Although I have included citations to the record to highlight particular testimony or exhibits, my findings and conclusions are not based solely on those specific record citations, but rather on my review and consideration of the entire record for this case. My findings of fact encompass the credible testimony and evidence presented at trial, as well as logical inferences drawn therefrom.

FINDINGS OF FACT

I. JURISDICTION

Tea Shop Productions LLC d/b/a The Foundation (the Employer), a limited liability company, has been engaged in the production of a nationally distributed motion picture from its office and place of business in Cincinnati, Ohio, where it annually performed services valued in excess of $50,000 in states other than the State of Ohio. Local 100 admits, and I find, that Tea Shop Productions LLC d/b/a The Foundation is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Local 100 further admits, and I find, that it is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Local 100's Collective-Bargaining Agreement and Hiring Hall

Local 100's headquarters and hiring hall are located in Cincinnati, Ohio. (Tr. 118.) The Union's jurisdiction extends through several counties in Indiana, Kentucky, and Ohio, known as the Tri-State area. (Tr. 76–77; 118.) The Union, which has approximately 4700 members who work for about 60 different employers, employs only two clerical employees in its office. (Tr. 110) In late August through October 2019, The Foundation came to Cincinnati to film a movie called *Wrong Turn.* (Tr. 54.)

Local 100 and The Foundation entered into a collective-bargaining agreement (agreement), effective August 28, 2019, for the production of *Wrong Turn*. (GC Exh. 9.) Relevant here, Local 100 was the exclusive collective-bargaining representative of employees engaged in:

> The driving, loading and unloading and operating of all rolling stock in the service of [The Foundation], including but not limited to trucks, tractors, trailers, cast cars, crew vans, buses, trams, carriers, lifts of every type, and other conveyances used for transportation or to be photographed, propelled by internal combustion motors or by electrically driven motors but not limited to limousines, motorcycles, picture cars, cranes, hi-los, camera cars, of every type, gators, golf carts, electric trucks, tow-plants, generators over 7,000 watts, combination type vehicles of any description, and all other types of vehicles in or upon which cargo or personnel of any description is carried or which are to be photographed are expressly included within the coverage of this Agreement, whether such vehicles are rented, leased, owned or in any way made available to or used by [The Foundation].

(GC Exh. 9, Art. I, p. 3.)

The agreement contains an article, which states, inter alia

> (a) The parties hereto recognize the condition on this industry requires frequent hiring of drivers in a daily non-continuing basis. For this purpose, the Union shall maintain, for the convenience of [The Foundation] and the employee, a referral service which shall in all respects comply with all applicable provisions of law.
>
> (b) [The Foundation] agrees to request referrals for all drivers requires for worked [sic] covered by the Agreement from the Union.

(GC Exh. 9, Art. V, p. 4.)

Respondent admits, and I find, that Local 100 and Respondent entered into and maintained an agreement that Respondent would be the exclusive source of referrals of employees for employment with the Employer. (GC Exh. 1(v).) Respondent further admits, and I find, that at all material times, Local 100 maintained a hiring hall referral system that provided for employees to be placed in one of seven groups (Groups I through VII) and to be referred for employment in descending order of priority beginning with Group I. (GC Exh. 1(v).) The location of a driver's residence, his or her experience in the movie industry, and his or her retirement status were considered when placing drivers into groups. (GC Exh. 2, para. 3; Tr. 38–39.)

The Union adopted new hiring hall rules for movie work in May 2018. (GC Exh. 2.) In order to be placed in Group I, applicants were required to have 4 years or more of experience in the movie industry. (GC Exh. 2, para. 3). Placement in Group II required two or more experience in the movie industry. Placement in Group III did not require any experience in the movie industry. (GC Exh. 2, para. 3.) In order to be placed in Groups I, II, or III, drivers had to reside in certain counties in the Tri-State area. (GC Exh. 2, para 3.) Relevant here, Montgomery County was not one of these counties. (GC Exh. 2, para 3.) Drivers who resided outside of the counties listed in the referral rules were supposed to be placed in Groups IV, V, or VI. (GC Exh. 2, para. 3.) Group VII was reserved for those receiving retirement or pension benefits from any source or Social Security benefits.[4] (GC Exh. 2, para. 3.)

After adoption of the referral rules in May 2018, Local 100's members were sent a letter, notice, and application. (GC Exhs. 3, 4; Tr. 39–41.) Members who wanted to be considered for movie work completed the application and returned it to the union hall along with a resume. (GC Exhs. 2, para. 3, 4; Tr. 40.)

Respondent's hiring hall rules stated:

> The Union shall maintain a register of applicants for employment established on the bases of the groups listed below. Applicants shall submit a resume and an application that included the applicant's skills and experience in the industry; the applications are to be updated annually. An applicant who provides false

[4] The placement rules for Groups IV, V, and VI regarding industry experience mirrored those for Groups I, II, and III. Placement in Group IV required 4 or more years of experience in the movie industry, placement in Group V required 2 or more years of experience in the movie industry, and placement in Group VI did not require experience in the movie industry. (GC Exh. 2.)

> information in his or her resume or application will be permanently barred from the referral lists. Each applicant for employment shall be registered in the highest priority group for which the applicant qualifies.

(GC Exh. 2, para. 3.)

Respondent's hiring hall rules further stated:

> When any employer in the Teamster Movie Industry requests a referral for or dispatch of drivers, the Union through the Transportation Captain or designee will ascertain the number of drivers needed and positions. The Union shall refer applicants to the employer by first referring applicants in Group I in the order of their place on the Referral List and then referring applicants in the same manner from Group II, then Group III, then Group IV, then Group V, then Group VI. Any applicant who is rejected by an employer shall be returned to the appropriate place within his or her Group and shall be referred to the next available employment in accordance with the position of his or her Group and his or her place within his Group.

(GC Exh. 2, para. 5.)

The notice sent to members with the application in June 2018 stated that in order to be eligible for referrals, drivers had to provide a resume and application that allowed the Transportation Captain to place each one in the appropriate group for referral. (GC Exh. 3.) The application form asked for various information, including the driver's county of residence, a list of equipment, vehicle experience, and endorsements, the date and location of first employment in the movie industry, and a list of all movie industry work in the last 5 years. (GC Exh. 4.) At the bottom of the application is a space to assign the applicant to a group which states, "To be completed by Transportation Captain."[5] (GC Exh. 4.)

B. *The Union and its Referral List*

Craig Metzger has served as a Transportation Captain for the movie industry within Local 100 since 2013. (Tr. 32.) In his position as Transportation Captain, Metzger assigns start times and duties to Local 100 members on movie industry projects. (Tr. 66.)

Sarah McFarland has been an administrative assistant for Local 100 for over 30 years. (Tr. 101–102.) She is one of two employees in the Union's office. In her position, McFarland answers phones, assists members, handles accounts payable and payroll, and performs various clerical duties. (Tr. 112.)

[5] Although the form indicated that the groups would be assigned by the Transportation Captain, the hiring hall's rules did not contain such language. Instead, the rules stated that the "Union shall maintain a register of applicants for employment established on the basis of the groups listed below." (GC Exh. 2, para. 3.) The hiring hall's rules are silent as to who would create the groups. Nevertheless, it is undisputed that the groups contained erroneous placements.

David Webster was Local 100's president at the time of the incidents giving rise to this case.[6] Local 100 admits, and I find, that Webster, Metzger, and McFarland are supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act. (GC Exh. 1(v).)

Contrary to the Union's application form that indicated that the referral groups would be created by the Transportation Captain, McFarland created Local 100's referral group lists. (GC Exh. 5; Tr. 104.) Her work was not checked by Webster, Metzger, or anyone else at Local 100.[7] (Tr. 108.)

Aaron Robinson completed an application for movie work on January 15. (GC Exh. 6; Tr. 104–105.) On his application, Robinson indicated that he lived in Montgomery County. (GC Exh. 6.) Robinson further indicated that he had no movie experience. (GC Exh. 6.) Thus, although his name is listed in Group III, Robinson should have been properly placed in Group VI. (Tr. 105.)

Teavan Curtiss also completed an application for movie work on August 21, 2018. (GC Exh. 7.) Curtiss' application indicated that he lived in Montgomery County and had no movie experience. (GC Exh. 7.) Therefore, like Robinson, Curtiss was improperly placed in Group III when he should have been properly placed in Group VI. (Tr. 106.)

Billie Duty completed an application for movie work on July 23. (GC Exh. 8.) Duty, like Robinson and Curtiss, lived in Montgomery County and had no movie experience. (GC Exh. 8.) Thus, like Robinson and Curtiss, Duty was improperly placed in Group III when he or she should have been placed in Group VI. (Tr. 107.)

As indicated above, it was McFarland who improperly placed Robinson, Curtiss, and Duty into Group III when all belonged in Group VI.[8] To her knowledge, no one at the Union, including Webster or Metzger, checked her work in preparing the referral list. (Tr. 108.) McFarland described her mistakes as a "clerical error." (Tr. 131.)

Beginning in September, Local 100 ceased operating an exclusive hiring hall for movie projects within its jurisdiction. (R. Exh. 5; Tr. 91–92.) Since that time, movie producers who call the union hall looking for employees are sent a file containing all of the applications that Local 100 possesses. (Tr. 92; 121–122.) The producer then directly calls potential employees. (Tr. 92.)

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[6] Webster did not testify at the hearing.

[7] I do not credit Metzger's testimony that Webster reviewed the lists created by McFarland. (Tr. 63.) This testimony was contradicted by both McFarland and Metzger himself. (Tr. 80, 108.)

[8] Charging Party Samuel Bucalo is a retired driver and member of Local 100. As such, he is in Group VII of the Union's referral list. (Tr. 82–83.) It is undisputed that Bucalo would not have been called to work on *Wrong Turn* even if Robinson, Curtiss, and Duty had been properly placed in Group VI.

C. Wrong Turn

In late August, Tea Shop Productions came to Cincinnati to film a movie called *Wrong Turn*. Local 100 entered into a collective-bargaining agreement with Tea Shop Productions for the film. (GC Exh. 9.)

Metzger created a referral or dispatch list for *Wrong Turn* based upon the group lists created by McFarland. (GC Exhs. 5, 10; Tr. 58–59.) He worked on the project as Transportation Captain. Curtiss did not work on *Wrong Turn* because he declined the work. Other names from the Union's referral list not appearing on the dispatch list for *Wrong Turn* did not work on the film because they were not called. According to the dispatch list, Duty was not called to work on *Wrong Turn.* (GC Exh. 10.) Aaron Robinson worked on *Wrong Turn* because he was called to work from Group III. Metzger admitted that because Robinson was mistakenly placed into Group III and worked on *Wrong Turn,* other drivers were not contacted to work. (Tr. 58–59.)

D. *Previous Cases Involving These Parties*

In July 2018 a trial was held by Judge Andrew Gollin in Case 09–CB–214166 involving these same parties. That case involved allegations that that Respondent had violated the Act in operating this same hiring hall for movie industry referrals. On September 11, 2018, Judge Gollin issued his decision finding that Respondent violated the Act as alleged. The Board affirmed Judge Gollin's decision on September 1, 2020, in *Truck Drivers, Chauffeurs and Helpers Local Union No. 100 (Wicked Films, LLC)*, 370 NLRB No. 15.

In August 2019, a trial was held by Deputy Chief Judge Arthur Amchan in Case 09–CB–232458, also involving these same parties. That case involved allegations that Respondent had violated the Act in operating this same hiring hall for movie industry referrals. On October 24, 2019, Judge Amchan issued his decision finding that Respondent violated the Act as alleged in the complaint. On October 21, 2020, the Board partially affirmed Judge Amchan's decision in *Truck Drivers, Chauffeurs and Helpers Local Union No. 100 (Beta Productions LLC),* 370 NLRB No. 36, finding that the Union violated the Act in granting preference in referrals based on experience in performing movie industry work. 370 NLRB No. 36, slip op. at 1. In its decision, the Board specifically found that the Union's preference for active drivers over retirees was not unlawfully arbitrary. 370 NLRB No. 36, slip op. at 3, fn. 10.

DISCUSSION AND ANALYSIS

A. Witness Credibility

A credibility determination may rely on a variety of factors, including the context of the witness' testimony, the witness' demeanor, the weight of the respective evidence, established or admitted facts, inherent probabilities and reasonable inferences that may be drawn from the record as a whole. *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001) (citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996)), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003). Credibility findings need not be all-or-nothing propositions—indeed, nothing is more common in all kinds of judicial decisions than to

believe some, but not all, of a witness' testimony. *Daikichi Sushi*, 335 NLRB at 622. Credibility of the witnesses is not generally at issue in this case, as there was little variation among their testimony. Where necessary, however, any credibility findings are incorporated into the findings of fact set forth above.

B. Respondent Did Not Violate the Act

In the complaint, the General Counsel alleged, and Respondent admitted, that Respondent's hiring hall system placed employee members into one of seven groups for referral. The groups were numbered I–VII and members were referred in descending numerical order beginning with Group I. In paragraph 5(c) of the complaint, the General Counsel alleged that beginning on or about September 5, Respondent referred employees contrary to the provisions of its hiring hall system and did so for reasons other than failure to pay dues and initiation fees.[9]

In 1999, the Board found that mere negligence on the part of a union operating an exclusive hiring hall was not grounds for finding a breach of its duty of fair representation. *Plumbers Local 342 (Contra Costa Electric, Inc.),* 329 NLRB 688, 690 (1999) (*Contra Costa I).* The Board, however, further found that gross negligence in the operation of a hiring hall would violate the union's duty of fair representation. 329 NLRB at 691. The D.C. Circuit Court of appeals declined to enforce the Board's decision in *Contra Costa I* in *Jacoby v. NLRB,* 233 F.3d 611 (DC Cir. 2000) (*Jacoby I)*. The D.C. Circuit remanded the case to the Board to analyze whether, under a union's heightened duty of fair dealing in the context of a hiring hall, a union's negligent failure to adhere to its referral standards amounted to an unfair labor practice. 233 F.3d at 617.

On remand, the Board reaffirmed its earlier holding that inadvertent mistakes in the operation of an exclusive hiring hall arising from mere negligence do not violate the union's duty of fair representation. *Plumbers Local 342 (Contra Costa Electric),* 336 NLRB 549 (2001) (*Contra Costa II),* enfd. *Jacoby v. NLRB,* 325 F.3d 301 (2003) (*Jacoby II).* In so finding, the Board stated:

> . . . we adhere to the Board's longstanding position that any departure from the established procedures for an exclusive hiring hall that results in denial of employment to an applicant violates the duty of fair representation and Section 8(b)(1)(A) and (2), unless the union can demonstrate that the departure was pursuant to a valid union-security clause or was necessary to the union's effective performance of its representative function. We reaffirm that such departures encourage union membership by signaling the union's power to affect the livelihoods of all hiring hall users, and thus restrain and coerce applicants in the exercise of their Section 7 rights. As indicated above, however, our past decisions

[9] Unlike the other cases involving these parties, there is no allegation that animus against the Charging Party motivated Respondent. Instead, the General Counsel's theory is that Respondent breached its duty of fair representation by not following its own hiring hall rules. (Tr. 89.)

> have recognized that inadvertent errors in operating a hiring hall do not signal the union's power over referrals and thus do not encourage union membership or restrain and coerce applicants in violation of either the duty of fair representation or Section 8(b)(1)(A) and (2). We return to the view expressed in those cases.

336 NLRB at 550. Although a union is not expected to operate its hiring hall mistake free, it must not engage in deliberate conduct that is intended to harm or disadvantage hiring hall applicants. 336 NLRB at 551. Furthermore, the Board found that if the operation of a hiring hall is so faulty that gross negligence is established, a violation would be proven. 336 NLRB at 552 fn. 9. The Board equated gross negligence with conduct that demonstrates deliberate or reckless indifference to the employees' interests. Id.

Ultimately, the Board reaffirmed its standard that any departure from established hiring hall procedures that leads to denial of employment inherently encourages union membership and violates Section 8(b)(1)(A) and (2), unless it is based on a valid union-security clause or is necessary to the effective performance of the union's representative function. *Contra Costa II,* 336 NLRB at 552, citing *Local 18 Operating Engineers (Ohio Contractors Assn.)*, 204 NLRB at 681. When the General Counsel shows a departure from established hiring hall procedures, a violation is established unless the union comes forward with rebuttal evidence that the departure was justified. 336 NLRB at 552 fn. 10. However, the burden of overall persuasion remains with the General Counsel. Id. The rationale for the Board's rule is that deliberate, volitional departures from established hiring hall procedures encourage union membership. 336 NLRB at 552.

This rationale cannot be applied to simple mistakes:

> When, as in this case, a union officer in charge of referrals intends to follow the prescribed procedures and thinks that he has done so, his inadvertent failure to do so, even to the detriment of an applicant, simply does not carry the message that applicants had better stay in the good graces of the union if they want to ensure fair treatment in referrals . . . [M]ere negligence does not constitute a display of "union power" which would carry a coercive message that could reasonably be thought to encourage union membership.

Contra Costa II, 336 NLRB at 552, citing *Contra Costa I,* 329 NLRB at 691.

Mistakenly placing someone at the bottom of a referral list, even though it cost the member an employment opportunity, has been held not to violate the Act. *Plumbers Local 520 (Aycock, Inc.),* 282 NLRB 1228, 1232 (1987). The "sloppy and unbusinesslike" actions of a union business agent in selecting members for referrals has also been held not to violate the Act. *IATSE Local 591 (Saratoga Performing Arts Center, Inc.),* 266 NLRB 703, 710 (1983). Similarly, a union business agent's actions in cutting corners, resulting in improper referrals, were found not to have violated the Act. *Plumbers Local 91 (Brock & Blevins),* 336 NLRB 541 (2001).

The Board has recognized that a disregard for established hiring hall procedures may form the basis for a violation. *Electrical Workers, Local 48, AFL–CIO (Oregon-Columbia Chapter of NECA),* 342 NLRB 101 (2004). In *IBEW Local 48,* the union gave preferential status to members who acted as "salts," dispatching them out of order. 342 NLRB at 103. Other members were given preferential assignments as a reward for joining the union or sent back to employers that had discharged them in contravention of the union's hiring hall procedures. 342 NLRB at 103–104. The Board found that the union's preferential dispatching of salts and other deliberate departures from the hiring hall's rules were not necessary to the effective performance of its representative function and violated Section 8(a)(1) of the Act. 342 NLRB at 107.

In addition to these deliberate actions, the union also mistakenly departed from its hiring hall rules including by letting members register for an incorrect referral list based on a self-reporting honor system. 342 NLRB at 104–105. The Board stated that the dispositive question regarding these mistaken departures was whether they amounted to gross negligence. 342 NLRB at 108. In *IBEW Local 48,* the union committed approximately 200 mistakes over a period of just under 2 years. Id. However, the Board found that numbers did not tell the entire story. Id. Instead, the Board examined the kind of mistakes committed and the ease with which they might have been avoided. Id. The Board found that the union did not refer to a readily available collective bargaining agreement when allowing members to register for specific dispatch lists. Id. The Board found that the mistakes amounted to gross negligence, in that they indicated a reckless disregard for established procedures and employees' interests. 342 NLRB at 109.

I find that even under the standard set forth in *IBEW Local 48,* the Union here did not engage in gross negligence. There is no evidence of deliberate action by Metzger or McFarland. As I have found, the Union mistakenly placed three members into the wrong dispatch groups over a period of about 1 year, resulting in one improper referral. The first error occurred when Curtiss was mistakenly put into Group III in August 2018. By September 2019, Respondent ceased dispatching drivers for movie industry work.[10] There has been no allegation or showing of malice or animus. It is undisputed that McFarland did not know Robinson, Curtiss, or Duty prior to placing them into Group III. Only Robinson was mistakenly dispatched for *Wrong Turn.* These actions do not signal the Union's power over referrals and thus do not encourage union membership or restrain and coerce member applicants. Therefore, I find that Respondent's actions in failing to follow its hiring hall procedures amounted to simple mistakes and not gross negligence.

Moreover, the delegation of the preparing of the group lists to a clerical employee does not establish gross negligence on the part of the Union. As noted above, the Union's hiring hall rules did not specify who would prepare the group lists. The application completed by employees indicated that the Transportation Captain would fill assign members to groups for referral. However, I cannot find that delegation the group assignment function to a clerical employee was unreasonable or a deliberate effort to subvert the hiring hall rules. It was also not unreasonable for McFarland to make 3 mistakes in one year. The only two clerical employees of

[10] Robinson was mistakenly put into Group III in January 2019 and Duty was mistakenly put into Group III in July 2019.

the Union are busy. They serve approximately 4700 members who work for about 60 different employers. Nevertheless, there was no showing that the actions of McFarland, or Metzger's reliance on McFarland's lists, breached the Union's duty of fair representation to its members.

The General Counsel's argument in his brief that the Union was grossly negligent in designating a clerical employee to assemble the referral lists given that a decision had been issued by another administrative law judge in a case involving these same parties is without merit. (GC Br. pp. 6–7.) At the time of the circumstances giving rise to this case, Judge Gollin's decision was pending before the Board on exceptions. A decision by an administrative law judge that is pending before the Board on exceptions is not binding authority. *Long Ridge of Stamford,* 362 NLRB 310 fn. 3 (2015), enfd. per curiam 672 Fed.Appx. 1 (D.C. Cir. 2016). The General Counsel did not cite any case law in support of his contention that the union's actions amounted to gross negligence based on the completion of two hearings and one judge's decision involving these parties. As I have found above, Respondent's actions amounted to simple, albeit potentially costly, mistakes. Both complaints in the earlier cases involved animus directed toward the Charging Party, unlike the complaint here. Furthermore, I cannot find that the existence of a judge's decision and a pending complaint create any sort of heightened duty imposed upon the Union in the operation of its hiring hall. Thus, I do not find that Respondent's acts amounted to gross negligence merely because it was under "continuing scrutiny" by the Board.

CONCLUSIONS OF LAW

1. The Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

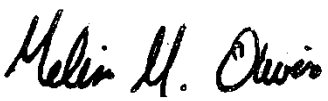
3. The General Counsel has not established by a preponderance of the evidence that Respondent violated the Act in the operation of its exclusive hiring hall, as alleged.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended.[11]

ORDER

The complaint is dismissed.

Dated, Washington, D.C. June 25, 2021



Melissa M. Olivero
Administrative Law Judge

[11] 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.