

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

OVERSEAS SHIPHOLDING GROUP, INC.
Employer-Petitioner

and

Case 12-RM-327039

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS
Labor Organization
Demanding Recognition

and

MARINE ENGINEERS' BENEFICIAL
ASSOCIATION DISTRICT NO. 1 PCD, AFL-CIO
(MEBA)
Intervenor

ORDER

The Employer's Request for Review of the Regional Director's Decision and Direction of Election is denied as it raises no substantial issues warranting review.¹

In denying review, we agree with the Regional Director's conclusion that the unit in which the Masters, Mates and Pilots demanded recognition—which comprises licensed deck officers (LDOs), excluding captains, working on Overseas Shipholding Group-branded vessels—is appropriate under unit-determination principles applicable to seagoing personnel, and that the LDOs working on Alaska Tanker Company-branded

¹ The Board has exercised its discretion to read the record in this case. See Board's Rules and Regulations, Sec. 102.67(e). We find it unnecessary to rule on the Employer's request to correct the transcript; the Employer is free to direct that request to the Regional Director.

The parties agreed to incorporate the record in *Alaska Tanker Company, LLC, a subsidiary of OSG Ship Management, Inc.*, Case 19-RC-320760, as part of the record in this case, and waived the right to submit additional testimony, exhibits, and post-hearing briefing. Although the Employer suggests that the Board should now direct the reopening of the record to receive additional testimony concerning events arising since the issuance of the Regional Director's decision in this case, doing so would be contrary to the agreement of the parties; in any event, the Employer's several brief references to reopening the record do not show that the proffered testimony would require a different result. See Sec. 102.65(e)(1).

Today, we issued an order denying review of the Regional Director's finding in Case 19-RC-320760 that a unit limited to the licensed deck officers employed by the Employer on vessels operated by ATC is appropriate.

vessels need not be included in the unit. As the Regional Director acknowledged, the Board has long held that, as a general proposition, “units of seagoing personnel should be *fleetwide* in scope,” though in a particular case special circumstances may exist that indicate the injustice or unsuitability of applying that general rule. *Moore-McCormack Lines, Inc.*, 139 NLRB 796, 798-799 (1962) (emphasis in original). Contrary to the Employer’s argument, however, “fleetwide” is not synonymous with “employer-wide.” See *Appropriateness of Requested Single Location Bargaining Units in Representation Cases*, 60 FR 50146, 50151 (September 28, 1995) (Notice of Proposed Rulemaking) (noting that the presumptively appropriate fleet-wide unit for crews on ocean-going vessels “*is different from employer-wide.*”) (emphasis added). See also *Moore-McCormack Lines, Inc.*, 139 NLRB at 797-798 (citing, as support for the proposition that units of seagoing personnel should be *fleetwide* in scope, the fact that the employer in that case “bargains for a fleetwide unit on the Pacific coast, and . . . it bargains for a [separate] fleetwide unit on the Atlantic and gulf coasts.”). In short, an employer can operate more than one fleet.

Contrary to the Regional Director, we find it unnecessary to consider whether “special circumstances” warranting deviation from a fleetwide unit are present here. The unit found appropriate by the Regional Director is consistent with the general proposition that units of seagoing personnel should be fleetwide in scope because it *is* a fleetwide unit. Since Alaska Tanker Company (ATC) became a wholly owned subsidiary of Overseas Shipholding Group (OSG), the OSG-branded vessels continue to display the OSG logo on their exhaust tunnel stacks, whereas the other LDOs that the Employer seeks to include in the unit work on vessels displaying ATC’s—not OSG’s—logo on their exhaust tunnel stacks. During the 3-year period preceding the hearing, ATC-branded vessels have primarily transported crude oil from the southern terminal of the Trans-Alaska Pipeline in Valdez, Alaska to refineries on the Pacific Coast, including in the Puget Sound in Washington, or near San Francisco or Long Beach, California, whereas OSG-branded vessels have not operated up to Alaska. In the 3-year period preceding the hearing, ATC-branded vessels have not operated outside of the Pacific Ocean, whereas OSG-branded vessels have operated in a larger geographic area, including the Gulf of America,² the Caribbean Sea, as well as across the Atlantic Ocean, throughout Europe and to Africa, as well as periodically in the Pacific Ocean along the continental West Coast of the United States (but not up to Alaska). LDOs working on the OSG-branded vessels also wear different branded uniforms and receive different wages, stipends, and holidays than the LDOs working on the ATC-branded vessels. There are also differences in, for example, the handbooks and policies governing the LDOs on the OSG-branded vessels and the LDOs on the ATC-branded

² At the time of the hearing, this body of water was referred to as the “Gulf of Mexico.” By Executive Order dated January 20, 2025, the President of the United States of America directed the Secretary of the Interior “to rename as the ‘Gulf of America’ the U.S. Continental Shelf area bounded on the northeast, north, and northwest by the States of Texas, Louisiana, Mississippi, Alabama and Florida and extending to the seaward boundary with Mexico and Cuba in the area formerly named as the Gulf of Mexico.”

vessels, and the LDOs on the OSG-branded vessels report to a different designated person ashore than the person to whom the LDOs on the ATC-branded vessels report. No LDO working on an ATC-branded vessel transferred to an OSG-branded vessel since January 1, 2020, and the Regional Director found that only 4 LDOs working on OSG-branded vessels have transferred (permanently) to ATC-branded vessels during that time.³

Inter-Ocean Steamship, 107 NLRB 330 (1953), cited by the Employer, does not compel a different result. To be sure, the Board in that case granted the employer's motion to dismiss a petition that sought a unit limited to the unlicensed seamen working on one ship operated by just one of the employers constituting the single employer. *Id.* at 330 & fn.1, 332. But the facts in that case concerning whether the vessels owned by all the entities comprising the single employer should be deemed a single fleet were significantly different from the facts in the instant case. For example, unlike here, there all of the vessels owned by the entities constituting the single employer were painted the same and bore the same markings, employees in the same positions received the same wages regardless of the vessel on which they work, unlicensed personnel were transferred to different vessels, and all the vessels transported commodities within a smaller geographical area (i.e., on the Great Lakes and their connecting and tributary waters). *Id.* at 330-332.⁴

In sum, the unit found appropriate by the Regional Director is a fleetwide unit and there accordingly is no need to invoke the special circumstances exception to the general rule in favor of fleetwide units.⁵

³ In denying review, we have not considered extra-record material on the internet that the Employer contends the Regional Director improperly relied on in the instant case.

⁴ Although the Employer contends that the Regional Director's decision is irreconcilable with his finding that OSG and ATC constitute a single employer, it is well settled that a determination that two entities constitute a single employer does not necessarily establish that an employer-wide unit—consisting of the employees of all the entities comprising the single employer—is required, see *Lawson Mardon U.S.A., Inc.*, 332 NLRB 1282, 1282 (2000), or even appropriate. See *id.* (citing *South Prairie Construction Co. v. Operating Engineers Local 627*, 425 U.S. 800, 805 (1976)). As noted, an employer may operate more than one fleet, and the unit found appropriate by the Regional Director in this case is appropriate because it *is* a fleetwide unit.

⁵ In denying review of the Regional Director's determination that the chief mates are not supervisors within the meaning of the Act, we fully agree with his analysis of promotion, reward, discipline, suspension, and discharge; we further observe that for these indicia, the Employer's request for review lacks any meaningful argument that the chief mates exercise independent judgment. With respect to direction, we agree with the Regional Director that the Employer has not demonstrated that chief mates are held accountable within the meaning of *Oakwood Healthcare*, 348 NLRB 686 (2006).

With respect to assignment, we observe that, notwithstanding the Regional Director's conclusion that the tasks at issue do not constitute "significant overall duties"

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Dated, Washington, D.C., March 18, 2026.

within the meaning of *Oakwood Healthcare*, the request for review contains no meaningful argument for why the tasks in question do, in fact, constitute significant overall duties, nor is it readily apparent that the tasks discussed are, in fact, significant overall duties (as opposed to ad hoc tasks, as the Regional Director found). To the extent that the Employer, in its request for review, disputes the Regional Director's finding that there is no evidence that chief mates assign employees to places, it offers little supporting argument and has not shown that the Regional Director clearly erred in making this factual finding.

Also with respect to assignment, we acknowledge that, as the Employer contends, the Regional Director did not reference testimony that the chief mates take into account the skills of junior officers in making assignments in the analysis section of his decision. But the Regional Director did note—as the Employer acknowledges elsewhere in its request for review—that the Employer's witnesses testified in general terms that in assigning work to junior officers the chief mates evaluate the abilities of the people to whom the work is assigned. We find that generalized and self-serving testimony insufficient to prove that the chief mates are supervisors. As noted, the Employer has not shown that the Regional Director erred in concluding that the Employer failed to show that the chief mates assign significant overall duties. In any event, the Employer offered no specifics concerning concrete instances of chief mates exercising independent judgment in making assignments. *See SR-73 And Lakeside Avenue Operations LLC d/b/a Powerback Rehabilitation, 113 South Route 73, 365 NLRB 1188, 1188 (2017)* (general testimony that putative supervisor considered employee skill level and patient acuity in making assignments did not establish that she exercises independent judgment in absence of specific examples of putative supervisor doing so). In addition, we note that there are only a handful of second and third mates assigned to each of the OSG vessels in question (with even fewer on board at any given time) to whom the chief mates orders are directed, thereby limiting the chief mates' discretion to assign work. *See id.* (reassignment of a patient requiring care with which one nurse had difficulty to the only other nurse on the wing did not involve the exercise of independent judgment). Finally, much of the evidence the Employer discusses is focused on the considerations chief mates use in creating the orders and permits, rather than assigning employees to them, and the few specific (though hypothetical) examples of assigning tasks appear to involve the routine consideration of whether an employee is capable of performing the task, which is not indicative of independent judgment. *See, e.g., Croft Metals, Inc., 348 NLRB 717, 722 (2007).*