Overseas Shipholding Group, Inc. *and* International Organization of Masters, Mates & Pilots. Case 12–CA–386056

August 4, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

This is a refusal-to-bargain case in which Overseas Shipholding Group, Inc. (the Respondent) is contesting the Union's certification as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on April 30, 2026,[1] by International Organization of Masters, Mates & Pilots (the Union), the General Counsel issued a complaint on May 27, 2026, alleging that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with the Union following the Union's certification in Case 12–RM–327039. (Official notice is taken of the record in the representation proceeding as defined in the Board's Rules and Regulations, Sections 102.68 and 102.69(d). *Frontier Hotel*, 265 NLRB 343 (1982).) The Respondent filed an answer admitting in part and denying in part the allegations in the complaint and asserting affirmative defenses.

On June 15, 2026, the General Counsel filed a Motion for Summary Judgment. On June 16, 2026, the Board issued an Order Transferring the Proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed a response.

Ruling on Motion for Summary Judgment

The Respondent admits its refusal to bargain but denies that such refusal is unlawful. Rather, it asserts that it has no duty to bargain and contests the validity of the certification of representative based on its contention, raised and rejected in the representation proceeding, that the election was conducted in an inappropriate unit.[2]

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor has it established any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondent has not raised any representation issue that is properly litigable in this unfair labor practice proceeding.

See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). Accordingly, we grant the Motion for Summary Judgment.[3]

On the entire record, the Board makes the following

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[1] In its answer to the complaint, the Respondent denies knowledge and information as to the date on which the charge was filed. A copy of the charge is attached as Exh. J to the General Counsel's motion, showing the filing date as alleged, and the Respondent has not contested the authenticity of this document.

[2] In its answer to the complaint, the Respondent denies the paragraphs alleging that the bargaining unit is appropriate and that the Union is the exclusive collective-bargaining representative of the unit and raises the affirmative defense that it has no obligation to bargain because the unit is inappropriate. The Respondent reiterates those claims in its response to the Board's Notice to Show Cause. All representation issues were fully litigated and resolved in the underlying representation proceeding; thus, we conclude that the Respondent's denials of the allegations in pars. 5(a) and 5(c) of the complaint, its second affirmative defense, and its response to the Notice to Show Cause, do not raise any issues warranting a hearing.

In pars. 8 and 9 of its answer, the Respondent denies that it has violated the Act and that its unfair labor practices affect commerce. The Respondent, however, has admitted that it refused the Union's request to bargain. This admission is sufficient to establish a violation of the Act. *Randalls Food & Drug, L.P.*, 369 NLRB No. 100, slip op. at 1 fn.1 (2020).

In addition, the Respondent's argues in its first affirmative defense that the complaint fails to state a claim upon which relief can be granted. The Respondent, however, admits that it has refused to recognize and bargain with the Union. As such, "the complaint does indeed state claims upon which relief can be granted." *Wolf Creek Nuclear Operating Corp.*, 366 NLRB No. 30, slip op. at 1 fn. 2 (2018), enfd. 762 F. App'x 461 (10th Cir. 2019). The Respondent's third affirmative defense—that the complaint is barred by Sec. 10(b)—is without merit. The Respondent has failed and refused to bargain with the Union since March 18, 2026, and the charge was filed on April 30, 2026.

Finally, the Respondent advances various constitutional claims, including that the structure of the Board violates the separation of powers because its administrative law judges, Regional Directors, and Board members are insulated from presidential removal in violation of Article II of the Constitution; that the Board has unconstitutionally delegated to Regional Directors powers that it lacks the authority to delegate; that Board proceedings violate Article III of the Constitution and the Seventh Amendment by adjudicating private rights outside an Article III court and by awarding legal remedies without a jury trial; that the Board's concurrent exercise of legislative, executive, and judicial power violates the separation of powers and due process; and that pursuing this case violates Article I of the Constitution because it implicates the Major Questions Doctrine and non-delegation principles. The Respondent has not, however, offered any explanation or evidence to support these bare assertions. We therefore find them insufficient to warrant denial of the General Counsel's Motion for Summary Judgment. See, e.g., *Sysco Central California, Inc.*, 371 NLRB No. 95, slip op. at 1 fn. 1 (2022); *Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino*, 366 NLRB No. 58, slip op. at 1 fn. 1 (2018), enfd. sub nom. *Operating Engineers Local 501 v. NLRB*, 949 F.3d 477 (9th Cir. 2020).

[3] The Respondent's request that the complaint be dismissed is therefore denied.

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a Delaware corporation with its principal office and place of business in Tampa, Florida, and has been engaged in the commercial operation of vessels, including product carriers and articulated tug barges, that transport freight.[4]

During the past 12 months, the Respondent, in conducting its operations described above, derived gross revenues in excess of $ 50,000 for the transportation of freight in interstate commerce, including between deepwater floating production storage and offloading (FPSO) platforms and ports in states of the United States, between various states of the United States, and between the United States and foreign countries. Based on its operations described above, the Respondent functions as an essential link in the transportation of freight in interstate commerce.

During the past 12 months, the Respondent, in conducting its operations described above, purchased and received in the State of Florida goods valued in excess of $ 50,000 directly from points outside the State of Florida.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. We further find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. The Certification

Following a representation election conducted by secret mail ballot between June 12, 2024, and October 22, 2024, the Regional Director issued a Certification of Representative in Case 12–RM–327039 on October 31, 2024, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

> All full-time and regular part-time licensed deck officers, including Chief Mates, Floating Chief Mates, Second Mates, and Third Mates, employed by the Employer on U.S flag vessels operated by the Employer; excluding all other employees, Captains, deck cadets, non-licensed deck officers, licensed deck officers on vessels operated by Alaska Tanker Company, LLC, licensed deck officers on articulated tug barges, guards, and supervisors as defined by the Act.

On March 18, 2026, the Board denied the Respondent's request for review of the Regional Director's Decision and Direction of Election. The Union continues to be the exclusive collective-bargaining representative of the unit employees under Section 9(a) of the Act.

B. Refusal to Bargain

On about March 18, 2026, the Union, by United States mail and email, requested that the Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the unit. Since about March 18, 2026, including by email on or about March 31, 2026, and continuing to date, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

We find that the Respondent's conduct constitutes an unlawful failure and refusal to recognize and bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.

CONCLUSION OF LAW

By failing and refusing since about March 18, 2026, to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning on the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); accord *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964).

ORDER

The National Labor Relations Board orders that the Respondent Overseas Shipholding Group, Inc., Tampa, Florida, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with the International Organization of Masters, Mates & Pilots (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

[4] Although the Respondent's answer denies that its vessels transport freight (par. 2(a)), it admits that it "derived gross revenues in excess of $50,000 for the transportation of freight" (par. 2(b)), and that it "functions as an essential link in the transportation of freight" (par. 2(c)).

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> All full-time and regular part-time licensed deck officers, including Chief Mates, Floating Chief Mates, Second Mates, and Third Mates, employed by the Employer on U.S flag vessels operated by the Employer; excluding all other employees, Captains, deck cadets, non-licensed deck officers, licensed deck officers on vessels operated by Alaska Tanker Company, LLC, licensed deck officers on articulated tug barges, guards, and supervisors as defined by the Act.

(b) Within 14 days after service by the Region, post at its facility in Tampa, Florida, and aboard each of the vessels operated by Overseas Shipholding Group, Inc., on which unit employees are employed, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 18, 2026.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. August 4, 2026

[5] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

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James R. Murphy, Chairman

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David M. Prouty, Member

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Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize and bargain with International Organization of Masters, Mates & Pilots (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following appropriate bargaining unit:

> All full-time and regular part-time licensed deck officers, including Chief Mates, Floating Chief Mates, Second Mates, and Third Mates, employed by the Employer on

U.S flag vessels operated by the Employer; excluding all other employees, Captains, deck cadets, non-licensed deck officers, licensed deck officers on vessels operated by Alaska Tanker Company, LLC, licensed deck officers on articulated tug barges, guards, and supervisors as defined by the Act.

OVERSEAS SHIPHOLDING GROUP, INC.

The Board's decision can be found at www.nlrb.gov/case/ 12-CA-386056 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.