

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

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, LOCAL 1526
(FLORIDA STEVEDORING, INC.)

and

Case 12-CB-362739

MELVIN BRAY, JR., an Individual

Darma Wilson, Esq., for the General Counsel
Lawrence M. Goodman, Esq. (Willig Williams and Davidson),
Philadelphia, PA, for the Respondent

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Miami, Florida on June 16, 2026. This proceeding involves timely filed charges by the Charging Party, Melvin Bray, Jr. (Bray), alleging unfair labor practices by the International Longshoremen's Association, Local 1526 (Respondent or Union). The complaint, issued on March 12, 2026, alleges that Respondent violated Section 8(b)(1)(A) of the National Labor Relations Act (the Act)¹ by breaching its fiduciary duty to Bray and engaging in the following conduct for reasons that were arbitrary, discriminatory, and in bad faith: (1) on January 2, 2025;² filing internal union charges against Bray; (2) on or about February 5, causing the Labor Relations Committee to suspend Bray from seeking and obtaining work through Respondent's hiring hall referral system for 90 days; and (3) since February 5, 2025, causing the loss of opportunities for Bray to work for other employers. Respondent denied the material allegations of the complaint.

On the entire record,³ including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Florida Stevedoring, Inc. (Florida Stevedoring), a Florida corporation with an office and place of business at Port Everglades in Fort Lauderdale, Florida, is engaged in the business of loading and unloading freight and providing other stevedoring services. Annually, Florida

¹ 29 U.S.C. Sec. 158(b)(1)(A).

² All dates refer to 2025 unless otherwise stated.

³ Counsel for the General Counsel's unopposed "Motion to the Administrative Law Judge to correct the Transcript and Exhibits," filed August 20, 2026, is granted.

Stevedoring's business operations derive gross revenues more than \$50,000 in connection with the transportation by common carriers of freight between various states of the United States, and between the State of Florida and foreign countries. Respondent, a labor organization within the meaning of Section 2(5) of the Act, admits that Florida Stevedoring is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. The SEFEPA-ILA Relationship

Southeast Florida Employers Port Association, Inc. (SEFEPA) is an organization of employers in the stevedoring and maritime industry in the southeast Florida ports. SEFEPA's primary function is to represent its employer-members in negotiating and administering collective-bargaining agreements with labor organizations. Florida Stevedoring has been an employer-member of SEFEPA and has authorized SEFEPA to represent it in negotiating and administering collective-bargaining agreements with the International Longshoremen's Association (ILA) and certain local affiliates of ILA, including Respondent, representing employees performing longshore work at Port Miami, Port Everglades, and Port Canaveral.

The ILA, on behalf of Respondent and ILA Locals 1359/1860, 1416, and 1922 (the Locals), is the exclusive collective-bargaining representative of the following employees of the employer-members of SEFEPA (the Unit):

Gang foremen/headers, dock foremen, yard foremen, gantry crane operators, tractor trailer drivers, winchmen, pay loader operators, bulldozer operators operations of equipment with a lift capacity of over 40,000 pounds, operators of shipboard mounted cranes, hatch tenders, flagmen, elevator operators, operators of forklifts and other power industrial machinery and electric lift jacks, gang men (hold men, hook men, and dock men) and all other labor performing longshore work, including water boys, porters, and gantry crane trainers employed at South Florida Ports.

Since at least 2012, the ILA and SEFEPA have maintained and enforced a series of collective-bargaining agreements covering the terms and conditions of employment of unit employees, the most recent of which was effective from October 1, 2018 through September 30, 2024 (the CBA). The CBA has remained in effect, however, pursuant to the Memorandum of Settlement between SEFEPA and ILA, for and on behalf of itself and each of its affiliated districts and locals representing longshoremen, clerks, checkers and maintenance employees working on ships in ports on the East and Gulf Coasts of the United States (the master contract). The master contract is effective from October 1, 2024 through September 30, 2030.

The CBA states that Respondent's hiring hall is the exclusive source of referrals of Unit employees for employment by Florida Stevedoring and the other employer-members of SEFEPA at Port Everglades. Workers are selected for available work by gang foremen or headers based on seniority. Seniority is attained by working 700 hours in a contract year, which is defined as October 1 to September 30. Approximately 550-600 members of Respondent have seniority.⁴

⁴ GC Exh. 3(A) at 20; Tr. 30, 50-51.

The CBA also creates a Labor Relations Committee (LRC). The LRC consists of representatives from the employer-members and labor organizations covered by the CBA:

5 There shall be established a Joint Relations Committee consisting of not more than three
 (3) representatives of the Employers and not more than three (3) representatives of the
 Union none of which shall be parties to the grievance. The LRC shall meet on a weekly
 [basis] or as required on a stated day and time and shall be in general charge of Grievance
 10 Machinery and the day to day relations between the I.L.A. and the Southeast Florida
 Employers Port Assn.⁵

Section 16(E) of the CBA requires the parties to address various forms of employee misconduct and provides the basis for the grievance process:

15 Neither party shall uphold fighting or physical violence, incompetence, shirking of work,
 insubordination, intoxication at work, the use of abusive language, pilfering or broaching
 of cargo. Personnel guilty of these offenses shall be dealt with as circumstances require,
 and in the event an employee is convicted of theft of cargo or goods related to workplace,
 they shall be denied any further employment in the industry. It is also understood and
 20 agreed that continued inaccuracy in their work or failure to report after accepting orders,
 is sufficient grounds for Employer's refusal to hire any employee.⁶

Grievances can be initiated by Union members against Union officials or co-workers, or
 by Union officials against Union members or hiring hall users. LRC hearings are conducted in-
 25 person in Miami, but it is not unusual for witnesses to participate by phone. LRC members are
 informed of the charges, followed by information from witnesses, and the accused's response.

Eddie Montoto serves as Director of SEFEPA, as well as the LRC. In implementing the
 LRC grievance process, Montoto notifies employer-members and labor representatives of the dates
 30 when grievances will be heard. If a Local is involved in a grievance, it is excluded from the
 decision-making process for that grievance. Minutes of the hearing are kept by SEFEPA.

B. Respondent's By-Laws and Hiring Hall Rules

35 In addition to its obligations pursuant to the CBA, Respondent's By-Laws and Hiring Hall
 Rules and Standing Rules provide Respondent's members with due process in the case of internal
 charges brought against them by other members or officers.⁷

Article XI of the By-Laws authorizes the Executive Board to bring internal disciplinary
 40 action against officers and members for certain violations of Respondent's rules. They include:

(a) Conduct unbecoming a member.

⁵ GC Exh. 3(A) at 21.

⁶ GC Exh. 3(A) at 19.

⁷ GC Exh. 5.

(d) Abuse of fellow members.

(p) Any disorderly conduct or use of profane language, on or about the premises.

(v) No member shall address abusive language toward any other member whether on the premises of the Union Hall or at the docks.

“Article XII: OFFENSES, Section 1,” authorizes internal charges to be brought members or officers, “but such charge and accusation must be submitted in writing to the Executive Board.” In such a case, Section 2 requires the Executive Board to provide the officer or member with adequate notice and opportunity to contest the charges:

The accused member shall be notified there is a charge pending against him and shall be furnished with a copy of the charges, in writing, either personally or by registered mail. The accused member shall likewise, be notified of the time and place where a Trial Board shall convene for the purpose of hearing the charge and any evidence or argument that the accused member wishes to present. In no event shall the Trial Board hearing be set earlier than five (5) days from the date of notification.

Section I of Respondent’s Hiring Hall Rules and Standing Rules (Hiring Hall Rules) state that they are to be applied by its Executive Board in order “to keep order both on the job, and in hiring process. There is to be no deviation from these rules after adoption.” Section II includes the following provision:⁸

Rule 1: Harassment, Intimidation, Sarcasm, Profane, and Vulgar Language.

All members of the Local Union, or anyone working out of this Local Union, while at work in working areas, on the Union’s property, or at the Union’s meetings, shall maintain respect for each other. Harassment, intimidation, sarcasm, profane and vulgar language are prohibited, and anyone charged and found guilty of violating, or disregarding, any part of this Rule toward another person, shall, upon conviction of such offense, be penalized as follows:

- 1st Offense: Letter of apology and 2 calendar days off from the Hiring Hall Services.
- 2nd Offense: Must take anger management class, report back to the Executive Board and 5 calendar days off from the Hiring Hall services.
- 3rd Offense: Recommendation to the LRC Board for 10 calendar days off from the Hiring Hall Services.

Section IV provides Union members with the ability to appeal “the decision of the Executive Board pursuant to these rules , , , to the District , within seven (7) calendar days, following receipt of the Executive Board’s written decision.”

⁸ GC Exh. 4.

C. Bray's Relationship with Dixon

Since 2004, Melvin Bray, Jr. has worked as a longshoreman at Port Everglades for several employer-members of SEFEPA, including Florida Stevedoring, Florida International Terminals (FIT), and SSA Marine (SSA). Bray applies for work at the hiring hall four times a week; whether he gets selected depends on the gang foreman. Bray has never worked enough hours in a contract year to attain seniority. At various times, Bray has functioned as a porter sorting, scanning, and transporting luggage on cruise ships. At other times, he loads and offloads goods or pallets from cargo ships with a pallet jack. Bray's shifts begin at 7:00 a.m.⁹

Bray was well known to Jonnie Dixon, Respondent's President.¹⁰ Prior to December 28, Dixon spoke to Bray on several occasions about anger issues in the workplace?¹¹

D. The December 28 Incident

Around noon on December 28, 2024, Dixon went to Terminal 2 to speak with Union members regarding complaints that Florida Stevedoring received from Princess Cruise Lines that their ships were departing late from Port Everglades. Dixon sought to impress upon the members that they needed to speed up their work so that Florida Stevedoring would not lose the cruise line's business, with obvious implications for Respondent's members.

At the time, Bray was working in the back area of Terminal 2 where the luggage is checked through one of three scanners.¹² There were seven porters working on each scanner. Luggage is placed on one end of a scanner to be screened by security staff. The luggage then comes out at the other end and is placed on a luggage cart.¹³ As Bray was filling the luggage cart with scanned luggage from the middle scanner, Dixon was speaking with three other porters: Daryl Waite, Tremayne Branch, and Donathan Jackson.¹⁴ They were standing about a foot away in the area where Bray's luggage carts were lined up. Bray asked the group to move so he could push a loaded luggage cart to a forklift for transportation to the ship. However, Dixon and the three workers did not move quickly enough, and Bray pushed the cart forward. In the process, Bray's luggage cart

⁹ A stevedore who lacks seniority is called a "zero," which means "zero seniority." (Tr. 30-31.)

¹⁰ At certain points in their testimony, it was evident that Dixon and Bray were not providing accurate accounts of the events at issue. Dixon, a longshoreman since 2000, was somewhat combative and evasive on cross-examination and, at times, did not respond to the question posed. For his part, Bray's demeanor, including his posture and lack of eye contact, cast some doubt on his description of the altercations at issue.

¹¹ Bray was evasive about the conversation Dixon had with him about his anger issues. He initially admitted having one conversation but denied that Dixon told him that his anger in the workplace was a problem, and he should learn to control himself. On subsequent questioning, Bray could not remember the details, except to say that Dixon "was giving me his life story." (Tr. 39.) Accordingly, I credit Dixon's testimony that he had conversations with Bray in the past and urged him to relax or calm down: "Every time, it's always some confusion, it's like you're right in the middle of it, bro. You got to take it easy, man." (Tr. 61.) None of those conversations, however, were documented or resulted in discipline. (Tr. 104-105.)

¹² Dixon estimated that the room size was more than 10,000 square feet and the ceilings were about 18-feet high. (Tr. 60.)

¹³ The luggage carts are about five feet high and weigh about 600 pounds when fully loaded. (Tr. 58.)

¹⁴ Waite, Branch, and Jackson all had seniority in the Union.

struck Dixon on the shoulder. Dixon, Waite, Branch, and Jackson turned and looked at Bray. Bray did not apologize. Instead, he reacted by yelling and cursing as he passed them.¹⁵

E. Dixon's Grievance

On January 2, 2025, Dixon filed a grievance with the LRC pursuant to Section 16(E) of the CBA regarding the December 28 incident with Bray.¹⁶

I am submitting this formal grievance against Mr. Melvin Bray Jr. regarding his ongoing and escalating disrespectful behavior both in the hiring hall and in the workplace. Despite multiple discussions with Mr. Bray to address his attitude and conduct, his behavior has continued to undermine the professionalism and workplace harmony we strive to maintain.

Incident Overview:

The most recent incident occurred during a discussion with a group of porters on 12/28/24 addressing the challenges we face with luggage separation on the Sun Princess. While I was clarifying these issues, Mr. Bray interrupted the group conversation, saying, "Excuse me." As the group stepped aside to accommodate him, he proceeded to pull his luggage basket off the scanner, striking me in the back.

When I turned to address the situation, Mr. Bray immediately threw his hands up in the air and began walking around the scanner area yelling profanities, displaying unprofessional and disruptive behavior in front of the porters and security staff. This public outburst not only disrespected me but also created a hostile and unprofessional atmosphere for everyone present.

Previous Attempts to Resolve:

I have had multiple conversations with Mr. Bray in an effort to address and resolve issues with his attitude and behavior. Unfortunately, these efforts have not yielded any positive change, and his conduct has continued to escalate.

Request for Immediate Action:

This behavior cannot and will not be tolerated within our organization. I am requesting that the Labor Relations Committee schedule an emergency hearing to address this grievance

¹⁵ It is undisputed that Bray was standing very close to Dixon and the three longshoremen, said, "excuse me," before he started pushing the luggage cart past them and, in the process, brushed against Dixon. Bray testified that he merely reacted by throwing his hands in the air and saying, "we're not going to do this here, Mr. Dixon," before walking away. Bray denied cursing. (Tr. 15-17, 33-34.) However, I credited the generally consistent testimony of Dixon, Waite, and Branch, coupled with Bray's failure to apologize, that Bray's response was loud and involved cursing. (Tr. 16, 33-34, 57-60, 130-135, 138-141, However, while I also credited the testimony of Dixon and Waite that Bray yelled loud enough for security staff and other workers to hear, Waite conceded that the operation remained uninterrupted." (Tr. 103, 135.)

¹⁶ Dixon testified that he based the charges on "the abusive language" portion of Section 16(E) of the CBA. (Tr. 62.) He insisted that the charges were filed with the LRC in accordance with Respondent's customary practice but conceded that Bray was never served with these charges. (GC Exh. 6; R. Exh. 2; Tr. 17-18, 64-65, 111-112.)

as soon as possible. immediate action is necessary to ensure accountability and to uphold the professional standards expected within ILA Local 1526.

Thank you for your prompt attention to this matter. Please confirm receipt of this grievance and provide a date for the hearing at your earliest convenience.

F. Bernard Smith's Grievance

On January 26, 2025, Bray was one of four drivers in the grocery gang unloading empty pallets from the Rotterdam cruise ship at Berth 26. Bernard Smith, the gang header, was working at Berth 19. However, Ricky Gibbons, his assistant ("second man"), was working at Berth 26. Sometime between 9:00 and 9:30 a.m., as Bray went to pick up another load, he noticed a leaking box. Concerned that the crew could be blamed for the leaking box, Bray went to the garbage bay, told the workers there about the leaking box, and urged them to check the other boxes for leaks. Lonnoris Smith, Bernard Smith's brother, was one of the workers in the garbage bay. He scolded Bray for coming to his bay and dismissed Bray's concerns as "bullshit." Bray replied that he "didn't come here for that," and returned to his bay.¹⁷

About five minutes later, Lonnoris Smith went to Bray's bay and said he did not appreciate Bray coming to his bay with "bullshit." I know about you, and I'm about that [life]."¹⁸ Bray construed that as a threat of violence and began to respond, but Lonnoris Smith walked away. Bray followed him out to the dock and returned the comment that he, too, was "about that life." Bray then returned to work and his shift ended at 3:30 p.m.¹⁹

During the altercation between Bray and Lonnoris Smith, Gibbons called Bernard Smith and told him that Bray and Lonnoris Smith were "tripping on the boat." Within a few minutes, Bernard Smith arrived at Berth 26 in a utility vehicle. When he got there, he heard Bray saying loudly, "I'm about that life," about 50-60 feet away on the deck of the ship. Bernard Smith telephoned Lonnoris Smith and told him to get off the boat. Jimmy Lawson, one of the pallet drivers, told Bernard Smith that Bray was doing all the talking and no one said anything to him.²⁰ Bernard Smith then told Gibbons to "write [Bray] up," However, Gibbons failed to do so. That

¹⁷ Bray's account of his first altercation with Lonnoris Smith is undisputed. (Tr. 18-19.)

¹⁸ Bray explained that the expression, "I'm about that life," was "street terminology" for "ready to fight" or "violence." (Tr. 19.)

¹⁹ Bray cursed at Lonnoris Smith and returned the expression that "I'm about that life," during both altercations—first, when Lonnoris Smith came to Bray's bay, and again when he followed Lonnoris Smith onto the dock. Bray estimated that the second exchange lasted about one minute. However, he denied yelling at any of the other workers or stating that he would "fuck somebody up." (Tr. 18-20, 35-36, 40.)

²⁰ Bernard Smith's testimony about the incident was not entirely credible. First, he was at another berth and had to drive two minutes to Berth 26 where Bray and his brother, Lonnoris Smith, had their second altercation, which lasted no more than a minute. Second, while it is undisputed that Bray yelled that he was "about that life," the rest of Bernard Smith's account was vague, tentative, and based on uncorroborated hearsay and contradictory versions as to what was reported to him over the telephone. On direct examination, he testified that both Bray and Lennore Smith were "tripping on the boat." (Tr. 117-120.) However, asked on cross-examination to confirm that Lonnoris Smith was "involved" in the incident, however, Bernard Smith altered his testimony: "[Gibbons] said Bray and Lennore, you need to get over here because Bray is tripping." (Tr. 126-127.)

night, Bernard Smith contacted Arthur Kennedy, Respondent's Vice President, and filed a grievance against Bray. Bray was not informed about the grievance.²¹

5 Around 5:00 p.m., Bray got a call from Calvin Bray, his cousin and recording secretary for ILA Local 1526. Calvin Bray told Bray that charges might be filed against him because of the incident with Lonnoris Smith.²²

10 On January 27, Dixon emailed the LRC regarding the January 27 incident between Bray and Lonnoris Smith, attaching Bernard Smith's grievance. Dixon stated that the "grievance needs to be heard ASAP. We are requesting an emergency hearing." Bernard Smith's grievance stated:

15 On my boat Melvin Bray and Lonnoris Smith had words with each other so Lonnoris Smith went back to work and Melvin Bray went to [cussing] told the other jack drivers to do their fucking job and talking loud scared all the ship people and told Lonnoris he is about that life continue cussing and said what ever you want to do let's do it nigger so Jimmie Lawson say no one was saying nothing back to him he continue standing on the ship deck talking loud and threatening that he is about that life and will fuck some one up everyone who worked[.]²³

20 Bray was neither notified of Dixon's January 27 grievance nor Bernard Smith's grievance. On January 28, Eddy Montoto, the LRC Director, replied that "we'll plan something for next week to have a hearing."²⁴

25 *G. Respondent Files Disciplinary Charges Against Bray*

30 On February 3, Montoto emailed the LRC with the list of approximately 15 disciplinary cases to be heard on February 5. The list included two cases involving Respondent. The first involved the grievances against Bray incident with Dixon on Dember 28, 2024, and Lonnoris Smith on January 26. The second case involved a sexual harassment complaint by Charlotte Sanchious against a Greg Matsen, a coworker.²⁵

35 On February 3, Vice President and Business Agent Arthur Kennedy called Bray, informed him that charges had been filed for the January 26 incident, and instructed him to attend the LRC meeting in Miami two days later, on February 5. However, Kennedy did not mention anything about either grievance. Nor did he inform Bray of the rules that had been violated.²⁶

²¹ Bernard Smith testified that he wrote up Bray to control the situation and prevent Bray from being barred from the job if Florida Stevedoring found out about the altercation. (Tr. 120-122, 127-128; R. Exh. 1 at 3; R. Exh. 2 at 12-13.)

²² Although Calvin Bray told Bray to expect charges regarding his altercation with Lonnoris Smith, Bray was not informed of the nature of those charges. (Tr. 20-21.)

²³ Dixon conceded that the January 27 grievance did not list a specific violation but was based "abusive language, . . . the profanity, which is - - covered in our CBA." (R. Exh. 1; Tr. 66-68, 108.)

²⁴ GC Exh. 6

²⁵ R. Exh. 2; Tr. 73-75.

²⁶ I did not credit Dixon's vague and unsubstantiated testimony that he notified Bray "[w]ithin two days of [the December 28] incident" that he would be filing charges. (Tr. 105-106.) Bray's testimony, on the

H. The February 5 LRC Meeting

As directed, Bray appeared before the 10-15 members of the LRC on February 5. He was not offered representation. Dixon was present as Respondent's representative.²⁷ Montoto posted the charges against Bray on a large monitor in the room so the LRC members could read them and proceeded to read the two charges against Bray; the charges were also in the packets sent to the LRC members. Dixon, Bray, and Bernard Smith, participating by telephone, provided the committee with the details regarding the two grievances. Bray was surprised to learn about the charge regarding the incident with Dixon. He told the LRC that Dixon heard him say, "excuse me" several times, but did not acknowledge Bray, at which point Bray attempted to move his basket without hitting anyone.²⁸ However, Bray conceded to the committee that he had problems controlling his temper and attended anger-management classes every Wednesday.²⁹

While Bray was excused after his case was discussed, Dixon remained for the rest of the meeting. Montoto generated the following minutes regarding the grievances against Bray, as well as a draft of the LRC's decision:³⁰

Mr. J. Dixon stated there have been multiple incidents with Mr. Bray's attitude. One incident occurred when Mr. Bray and Mr. Dixon were discussing the luggage and belts with a group of employees. During this conversation, a luggage cart hit Mr. J. Dixon's back while being moved by Mr. Bray. Mr. J. Dixon stated that typically, someone would apologize in this situation, but instead, Mr. Bray walked away while cursing. On another occasion, during a shift on the Princess Cruise, Mr. Bray was reportedly cursing his colleagues, talking down to them, and being aggressive. Mr. J. Dixon stated that his behavior allegedly scared the witnesses around him.

Mr. Bray admitted that both events happened but explained that when he was moving baskets, he had warned Mr. Dixon to get out of the way. Mr. Bray stated he said "excuse me" but acknowledged he failed to apologize when the cart hit Mr. Dixon. Mr. Bray stated that he went to put a pallet on the deck, and he noticed it was leaking, and then he told two guys on duty they need to be checked because they can't be sent out with while leaking, and one of the guys stated don't come to my bay and tell me what to do. Mr. Bray stated that he then walked over to his own bay and one gentleman followed, and said Mr. Bray "I

other hand, coupled with Kennedy's omission of fact regarding the charges filed by Dixon on January 2, established that Bray was blindsided by those charges on February 5. (Tr. 20-22, 36.)

²⁷ Dixon has participated in over 100 LRC meetings during the past two years, while this was Bray's first time. (Tr. 27, 93.)

²⁸ Bray, Dixon, and Bernard Smith were able to give their versions of both incidents to the LRC. Bray did take issue, however, with Dixon's statement that he spoke with Bray several times in the past about his conduct. Bray insisted they only spoke once. (Tr. 24-27, 36-37, 88-91, 125-126.)

²⁹ Bray admitted to the LRC that he had anger-management issues and initially denied telling the LRC that he attended anger-management courses. That denial was not credible because, when pressed on his answer, Bray said he did not remember. (Tr. 37.)

³⁰ Dixon testified that he obtained the minutes "through counsel" because Montoto did not usually distribute them. (Tr. 90-91, 97; GC Exh. 7.)

don't appreciate you coming over to my bay and talking like that," I've heard about you and I'm about that. Mr. Bray stated he took this as a threat and lost his temper. Mr. Bray admitted to having anger management issues but emphasized that he is working on them by attending anger management courses every Wednesday. Mr. Bray stated he has been attending these courses for a year, and although he graduated, he continues voluntarily to better himself.

Mr. J. Dixon reminded Mr. Bray of prior conversations about his anger and cursing. Mr. Bray denied that the previous incidents went down as described. When asked by Mr. Hopkins about when these incidents took place, Mr. J. Dixon confirmed they were very recent, with the Princess Cruise incident occurring in December. Mr. Hopkins suggested a suspension for Mr. Bray, alongside continuing his anger management course. Mr. Arocha suggested Mr. Bray should receive additional resources as the current course does not seem to be fully effective. Mr. Weir asked Mr. J. Dixon what consequence he wanted to see for the first incident on January 26th. Mr. J. Dixon suggested at least a 30-day suspension for that incident, and since the two incidents were only a month apart, he suggested two separate penalties for each one. To confirm the details of the Princess Cruise incident, Mr. J. Dixon contacted the header, Mr. Bernard Smith, to ask about what happened on the day in question. Mr. Smith confirmed that Mr. Bray's behavior on that day caused fear among the stevedores and other workers present. Upon further discussion the decision by all present was to send the following suspension letter to Mr. Bray Jr.

Decision by all present: There were two cases heard by the LRC today. Mr. Bray Jr. is hereby suspended from any work for a total of (90) days based on the combined 30 days plus 60 days' suspension from the respective cases. In addition, Mr. Bray Jr. must enroll and provide a certificate of completion of a fifty-two (52) hour Anger Management course pre-determined by Local 1526 before you are even allowed to return work.

On February 6, Montoto emailed Dixon, attaching the written decisions from the February 5 meeting regarding the grievances against Bray and Matsen.³¹ The documents were "signed from the management side and need[s] the Union signature before you distribute them." Dixon was to "return signed copies for the record," but there was no mention of distribution to Bray:

L.R.C. DECISION BY ALL THOSE PRESENT: There were two cases heard by the LRC today. Mr. Bray Jr. is hereby suspended from any work for a total of ninety (90) days based on the combined 30 days plus 60 days suspension from the respective cases.

In addition, Mr. Bray Jr. must enroll and provide a certificate of completion of a fifty-two (52) hours Anger Management course pre-determined by Local 1526 before you are even allowed to return to work.

³¹ Dixon testified that the processing of the decision against Bray was consistent with Montoto's custom and practice. (GC Exh. 2; R. Exh. 3; Tr. 80, 96.)

A little over two hours later, Kennedy returned the LRC decisions signed by Dixon.³² Bray was not provided with a copy of his decision. At some point, however, Bray called Kennedy and asked about the outcome of the LRC meeting. Kennedy told Bray he preferred to wait until he handed Bray the decision in writing. However, Bray insisted, and Kennedy told him he was suspended from obtaining work through Respondent's hiring hall referral system for 90 days and was required to attend 52 hours of anger management counseling. About two weeks after the meeting, after filing the instant unfair labor charges, Respondent finally provided Bray with a copy of the LRC decision at the hiring hall. Bray served the 90-day suspension and completed the anger-management course.³³

I. Comparable Discipline

Respondent's application of the disciplinary process to complaints comparable to each of the infractions alleged by Dixon and Bernard Smith since 2023 has resulted in, at most, 30-day suspensions and 16-hour anger management classes: Additionally, contrary to Respondent's approach in addressing Bray's conduct, the grievances in each of the comparable cases notified the accused of the alleged violations and applicable rules, a practice that was not followed with respect to the grievances filed against Bray:³⁴

1. On May 17, 2023, a worker received a 14-day suspension and 16-hour anger management class for allegedly violating Section 2 of the hiring hall rules after a co-worker complained that he harassed and intimidated him because he was working in his section.³⁵

2. On June 18, 2024, a worker received a 30-day suspension for allegedly violating Section 2, Rule 1 in response to the header's complaint that the worker told him he was a "bitch ass nigger and always have been a bitch . . . and a pussy ass nigger").³⁶

3. On February 5, 2025, a worker received a 30-day suspension and 16-hour anger management class after screaming at a Union official in the hiring hall that he was "tired of you motherfuckers, I can't even work," and to "fuck you motherfucker, [I'm going to] fuck you up"). The grievance listed alleged violations of Hiring Hall Rules 1 (harassment, intimidation, sarcasm, profane and vulgar language), 10 (interfering with Union official business), and 14 (verbally/physically assaulting officer).³⁷

4. On April 22, 2024, a worker filed a grievance pursuant to Hiring Hall Rules Section II, Rule 1 alleging that another worker bullied and disrespected her while she was assisting passengers from vehicles.³⁸

³² R. Exh. 4.

³³ Bray's version of the conversation is undisputed, as Kennedy did not testify. (Tr. 27-28, 37-38, 40.)

³⁴ I partially sustained the General Counsel's objections by receiving only those grievances processed prior to February 5, 2025. (R. Exh. 5 at 33-67; Tr. 96-102.)

³⁵ R. Exh. 5(a) at 36-37, 41.

³⁶ Id. at 45-49, 52.

³⁷ Id. at 61-63, 67.

³⁸ Id. at 56.

LEGAL ANALYSIS

I. APPLICABLE LAW

A union's statutory duty of fair representation of its members under the Act is well established. See *Vaca v. Sipes*, 386 U.S. 171, 177 (1967). The Board has consistently interpreted that obligation as imposing a heightened duty of fair representation to its members. See *Stage Employees IATSE Local 720 (AVW Audio Visuals)*, 341 NLRB 1267, (2004) citing *Jacoby v. NLRB*, 233 F.3d 611 (D.C. Cir. 2000), and *Plumbers Local 32 v. NLRB*, 50 F3d 29 (D.C. Cir. 1995). Thus, the duty is breached whenever a union's treatment of a member is "arbitrary, discriminatory, or in bad faith." *Vaca v. Sipes*, supra at 190. Additionally, the union's duty increases in the context of an exclusive hiring hall, since a member's opportunities for employment depend on union officials vested with the comprehensive authority to refer them for work. See *Breining v. Sheet Metal Workers Intern. Ass'n Local Union No. 6*, 493 U.S. 67, 69 (1989). *Boilermakers Local 374 v. NLRB*, 852 F.2d 1353, 1358 (D.C. Cir. 1988); *Stage Employees IATSE Local 720 (Tropicana Las Vegas, Inc.)*, 363 NLRB 1485, 1490 (2016), enfd. 718 Fed.Appx. 512 (9th Cir. 2017). In *Operating Engineers Local 18 (Ohio Contractors Assn.)*, 204 NLRB 681 (1973), the Board stated:

When a union prevents an employee from being hired or causes an employee's discharge, it has demonstrated its influence over the employee and its power to affect his livelihood in so dramatic a way that we will infer—or, if you please, adopt a presumption that—the effect of its action is to encourage union membership on the part of all employees who have perceived that exercise of power. But the inference may be overcome, or the presumption rebutted, not only when the interference with employment was pursuant to a valid union security clause, but also in instances where the facts show that union action was necessary to the effective performance of its function of representing its constituency.

As the Board has consistently found, to establish arbitrary conduct by a union, "it is not enough to show errors in judgment, or that a more prudent union would have acted differently. it must be shown that the union acted in a way that is "so far outside a 'wide range of reasonableness' . . . as to be irrational." *Stage Employees IATSE Local 720 (AVW Audio Visual)* 332 NLRB 1, 3 (2000) (dismissing complaint that union unlawfully expelled charging party from its hiring hall for misconduct toward fellow employees and employers and refused to reconsider the expulsion 10 months or refer him when he reapplied).

II. THE UNION FAILED TO PROVIDE BRAY WITH DUE PROCESS

Dixon filed two grievances against Bray with the LRC. On January 2, Dixon filed a grievance alleging that, on December 28, 2024, Bray struck him in the back with his luggage and, instead of apologizing, yelled "profanities, displaying unprofessional and disruptive behavior in front of the porters and security staff." Dixon asserted that Bray's conduct was a continuation of "ongoing and escalating disrespectful behavior both in the hiring hall and in the workplace. Despite multiple discussions with Mr. Bray to address his attitude and conduct, his behavior has continued to undermine the professionalism and workplace harmony we strive to maintain." Respondent made no effort to notify Bray about the January 2 grievance.

On January 27, Dixon filed a second grievance with the LRC on behalf of Bernard Smith. Bernard Smith's complaint asserted that Bray got into an argument with Lonnoris Smith on January 26, 2025, began cursing loudly, told coworkers "to do their fucking job," scared coworkers, yelled racial epithets, and threatened to fight with Lonnoris Smith and coworkers. Basing his account on uncorroborated hearsay, Bernard Smith claimed that Bray's conduct was unprovoked. Once again, Dixon took no steps to notify Bray about the grievance. Bray only learned of the grievance when Kennedy, the Union's vice president, notified him on February 3 to appear before the LRC on February regarding the January 26 incident.

In essence, Respondent contends that Dixon acted reasonably by filing the two grievances with the LRC. It relies upon Section 16(E) of the CBA for the proposition that Dixon was merely complying with the requirement that worker misconduct be referred to the LRC for determination. The General Counsel does not argue that the LRC disciplinary process amounted to an invalid hall rule. She contends, however, that it was the disciplinary process set forth in Respondent's By-Laws and Hiring Hall Rules that applied, not the CBA. According to the By-Laws, Bray should have been notified at least five days in advance of the hearing and provided with the details of the grievance, including the alleged violations and applicable rules. According to the Hiring Hall Rules, Bray, he should have only received a two-day suspension and been required to send a letter of apology, since these were his first offenses.

Respondent acted neither discriminatorily nor arbitrarily in abdicating its Executive Board's responsibilities for adjudicating disciplinary charges to the LRC. The record established that Bray's fellow members were subjected to the same process. Moreover, Dixon did not request a longer suspension for Bray than was typically imposed on Respondent's members, a 30-day suspension for each grievance. Although internal charges had never been brought against Bray prior to January 2, 2025, Dixon had spoken with him several times about controlling his temper.

Nevertheless, Respondent's argument ignores the fundamental due process rights set forth at Section XII of its By-Laws and customarily afforded to its members—the right to "be notified there is a charge pending him" and to be "furnished with a copy of the charges, in writing, either personally or by registered mail." Section 16(E) of the CBA, which Respondent's members would have ratified, displaced portions of the Hiring Hall Rules' disciplinary process, such as the requirement that charges be brought before the Executive Board and the right of members to appeal their decisions. However, the LRC process neither addressed nor eliminated the fundamental due process requirement that accused members be notified five days in advance of an LRC hearing of the alleged violations and applicable rules.

As demonstrated in the comparable cases of discipline, members were typically informed of written grievances filed against them with the LRC, including the specific Union rules allegedly violated. However, Bray was never served with a copy of either grievance. In fact, he was not even aware that Dixon filed a charge against him for the December 28, 2024 incident until he walked into the LRC hearing on February 5. Moreover, Dixon prosecuted the January 27 grievance even though it was based on Bernard Smith's uncorroborated hearsay via telephone regarding an argument that involved his brother, Lonnoris Smith. As a result, Bray took the blame for that altercation, even though Lonnoris Smith initiated the dispute and was also "tripping" on the boat.

Under the circumstances, Respondent's actions were more than mere errors in judgment. They exhibited a deliberate effort to prosecute Bray for misconduct without adequate and timely notice of charges filed against him, presented questionable evidence for one of the grievances, and deprived him of a reasonable opportunity to defend himself. This was clearly not the operation of a hiring hall far "in a fair and impartial manner." *Boilermakers Local 374 (Combustion Engineering)*, 284 NLRB 1382, 1383 (1987), *enf.* 852 F.2d 1353 (D.C. Cir. 1988). As a result, Bray was suspended from hiring hall referrals and deprived of work opportunities for 90 days for reasons that were arbitrary, discriminatory, and in bad faith.

CONCLUSIONS

1. Florida Stevedoring, Inc. is an employer engaged in interstate commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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

3. The Respondent breached its duty of fair representation in violation of Section 8(a)(b)(1)(A) of the Act by failing to provide Melvin Bray, Jr. with adequate and timely notice of charges filed against him on January 2, 2025 and January 27, 2025, presenting questionable evidence against him, depriving him of a reasonable opportunity to defend himself, and suspending him from its hiring hall for 90 days, for reasons that were arbitrary, discriminatory, and in bad faith.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Respondent shall be ordered to physically and electronically post a Notice to members and referents in English and other languages if the Regional Director determines it is appropriate to do so. In addition to physical posting of paper notices, the 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 members by such means. Furthermore, Respondent shall be required to expunge Melvin Brays' suspension and make Bray whole. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Respondent shall also be required to compensate Bray for all direct or foreseeable pecuniary harm suffered because of the Respondent's unfair labor practice. *Thryv, Inc.*, 372 NLRB No. 22 (2022), enforcement denied on other grounds 102 F.4th 727 (5th Cir. 2024). Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, *supra*, compounded daily as prescribed in *Kentucky River Medical Center*, *supra*.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³⁹

ORDER

The Respondent, International Longshoremen's Association, Local 1526, Fort Lauderdale, Florida, (Respondent), its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Breaching its duty to fairly represent members by failing to provide them with adequate and timely notice of charges filed against them, presenting questionable evidence against members, depriving them of a reasonable opportunity to defend themselves, and suspending them from hiring hall referrals for work opportunities, for reasons are arbitrary, discriminatory, and in bad faith.

(b) In any like or related manner, restraining or coercing employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

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

(a) Within 14 days after service by the Region, post at Fort Lauderdale, Florida facility, copies of the attached notice marked "Appendix."⁴⁰ Copies of the notice, on English and other language 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 members are customarily posted. In addition to physical posting of paper notices, the 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 members 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, during the pendency of these proceedings, 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 members and former members referred by Respondent since January 2, 2025.

(b) Make Melvin Bray, Jr., whole for any loss of earnings and other benefits he suffered because of his suspension from the use of Respondent's hiring hall on February 5, 2025, plus interest.

(c) Compensate Melvin Bray, Jr., for the adverse tax consequences, if any, of receiving

³⁹ If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes due under the terms of this Order.

⁴⁰ 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."

a lump-sum backpay award, and file with the Regional Director for Region 12, a report allocating the backpay award to the appropriate calendar year(s).

(d) Within 14 days after service by the Region, remove from its files any references to the internal union disciplinary charges filed against Melvin Bray, Jr. on or about January 2, 2025, and the 90-day suspension issued to Melvin Bray Jr. on or about February 5, 2025, and within 3 days thereafter, notify Melvin Bray Jr. in writing that the charges and suspension will not be used against him in any way.

(e) Within 21 days after service by the Region, file with the Regional Director 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.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. August 28, 2026



Michael A. Rosas
Administrative Law Judge

APPENDIX**NOTICE TO EMPLOYEES AND MEMBERS**

**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 a representative 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 breach our duty to fairly represent members by failing to provide hiring hall users with adequate and timely notice of charges filed against them, thereby causing the suspension of hiring hall users from use of our hiring hall by the Labor Relations Committee and the loss of work opportunities of hiring hall users for reasons that are arbitrary, discriminatory, or in bad faith.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the National Labor Relations Act.

WE WILL make Melvin Bray, Jr., whole for any loss of earnings and other benefits he suffered because of his suspension from the use of our hiring hall imposed on or about February 5, 2025, plus interest.

WE WILL compensate Melvin Bray, Jr., for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 12, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL, within 14 days, remove from our files any references to the internal union disciplinary charges filed against Melvin Bray, Jr. on or about January 2, 2025, and the 90-day suspension issued to Melvin Bray Jr. on or about February 5, 2025, and **WE WILL**, within 3 days thereafter, notify Melvin Bray Jr. in writing that the charges and suspension will not be used against him in any way.

**INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, LOCAL 1526**

(Labor Organization)

Dated _____ **By** _____
(Representative)
(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation, and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll-free numbers and asking its Communications Assistant to call our toll-free number at 1-844-762-NLRB.

National Labor Relations Board, Region 12
201 E Kennedy Blvd Ste 530
Tampa, FL 33602-5824

Telephone: (813)228-2641

Hours of Operation: 8:00 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/12-CB-362739 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.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer (813) 228-2641.