

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

**LOCAL UNION 557, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS (IBEW) (VARIOUS
EMPLOYERS, INCLUDING THE EMPLOYER MEMBERS
OF THE SAGINAW DIVISION, MICHIGAN CHAPTER OF
THE NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION, INC. (NECA)),**

Respondent

Case 07-CB-347313

and

TROY LAPINE, an Individual,

Charging Party

Dynn Nick, Esq.,
for the General Counsel.

Robert Fetter, Esq.,
for the Respondent.

Decision

RENÉE D. MCKINNEY, Administrative Law Judge.

STATEMENT OF THE CASE

On July 24, 2024, Troy Lapine, an individual, filed an unfair labor practice charge against Local Union 557, International Brotherhood of Electrical Workers (IBEW) (“Respondent” or “Local Union”), docketed by Region 7 of the Board as Case 07-CB-347313.

Based on a complaint issued December 9, 2025, a trial was conducted in this matter on Wednesday, April 15, 2026, in Detroit, Michigan. The complaint alleges first, that, since about April 16, 2024, Respondent has refused to recognize and accept Charging Party Lapine’s resignation from membership and has continued to seek and receive dues from the Charging Party’s pay after his effective resignation. Second, the complaint alleges that, about May 30, 2024, Respondent, by Business Manager Evan Allardyce, filed and pursued internal charges against Lapine and thereafter continued to pursue charges against Lapine because he violated Respondent’s Working Agreement, Constitution, and By-Laws. Third, the complaint alleges that, about June 18, 2024, Respondent imposed a fine on Lapine for these asserted violations. Fourth,

the complaint alleges that about April 16, 2024, also by business manager Allardyce, Respondent threatened employees that they either had to continue their memberships with Respondent or become signatory contractors. Fifth, the complaint alleges that about mid-May 2024, again by Allardyce, Respondent threatened employees with a loss of benefits unless they continued to maintain their membership with Respondent. The foregoing acts are alleged to be violations of Section 8(b)(1)(A) of the Act.

Counsel for the General Counsel, and the Respondent filed timely post-trial briefs in support of their positions by June 29, 2026. I conclude that the Respondent has refused to recognize and accept Lapine's resignation from union membership; unlawfully filed and pursued internal charges against Lapine; and unlawfully fined Lapine. Therefore, Respondent violated Section 8(b)(1)(A) of the Act as alleged in the complaint.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the parties, I make the following findings, conclusions of law, and recommendations.¹

FINDINGS OF FACT

JURISDICTION

The complaint alleges and Respondent admits that at all material times, the Saginaw Division, Michigan Chapter of the National Electrical Contractors Association, Inc. (NECA), with an office and place of business in Lansing, Michigan, has purchased and received at their various facilities located within the State of Michigan, goods valued in excess of \$50,000 directly from points outside the State of Michigan. NECA and its employer-members are thus engaged in commerce within the meaning of Section 2(6), and (7) of the Act. Accordingly, I find that NECA and its employer-members are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. I additionally find that Respondent is the exclusive collective bargaining representative of employees encompassed by Article 2, Section 3 of the collective-bargaining agreement between NECA and Respondent and a labor organization within the meaning of Section 2(5) of the Act and Respondent.

Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction over this case, pursuant to Section 10(a) of the Act.

¹ I use the following abbreviations in this decision: "Tr." for transcript; GCX. for General Counsel exhibit; RX. for Respondent exhibit; "GC Br." for the General Counsel's brief; and "R. Br." for the Respondent's brief. Although I have included citations to the record to highlight particular testimony or evidence, my findings and conclusions are based not solely on the evidence specifically cited but rather based on my review and consideration of the entire record, including the demeanor of the witnesses. I have also considered the relevant factors in making my credibility findings which includes: "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.'" *Daikichi Corp.*, 335 NLRB 622, 623 (2001) (quoting *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996)), *enfd.* 56 Fed. Appx. 516 (D.C. Cir. 2003).

ALLEGED UNFAIR LABOR PRACTICES ²*A. Background*

Respondent represents approximately 270 inside construction wireman in the Saginaw, Michigan area, via a collective-bargaining agreement between it and the Saginaw Division of NECA. (Tr. 110; JX1.) Charging Party Lapine became a member of Respondent in 2013 after serving as an apprentice beginning in 2012. (Tr. 25.)

Since at least 2018 Respondent has maintained an unwritten rule requiring that members must resign from the Union in writing, with a signature. (Tr. 110-111.)

In 2022, the International Union amended Article XX (Admission of Members), Section 12 of its Constitution and Rules for Local Unions and Councils Under Its Jurisdiction (“Constitution”) to provide, in pertinent part:

An applicant admitted into membership in any [Local Union], who later seeks to resign their membership, must resign in writing via delivery to the [Local Union’s] mailing address and addressed to the attention of the president or recording secretary of the [Local Union].

(Tr. 30, JX 2.)

Article XV (Rules for Local Unions), Section 6 of the 2022 Constitution provides in pertinent part:

[Local Unions] are empowered to make their own bylaws and rules, but these shall in no way conflict with this Constitution. Where any doubt appears, this Constitution shall be supreme. All bylaws, amendments and rules, all agreements, jurisdiction, etc., of any kind or nature, shall be submitted to the [International President] for approval. No [Local Union] shall put into effect any bylaw, amendment, rule, or agreement of any kind without first securing such approval. All these shall be null and void without [International President] approval.

(JX 2.)

The *Electrical Worker* magazine is an official publication of the International Union and is sent to all members. (Tr. 143, RX 7.) Page 26 of the June/July 2022 issue, magazine, states that a constitutional amendment to Article XX, Section 12 was approved that did not require a signature for resigning membership. (RX 7.)

B. The Events of April 16, 2024

² All dates are in 2024 unless otherwise indicated.

On April 16, Respondent's Business Manager, Evan Allardyce, texted Lapine that he "heard a wild rumor today" and that the two should talk. (Tr. 109, 120-121; RX 6.) Lapine called Allardyce. Allardyce recorded part of the conversation. Lapine recalled that this conversation
 5 with Allardyce had already started at the time the recording began, with Allardyce, among other things, telling the Charging Party that there would be "consequences" for him becoming a non-Union contractor: Lapine would lose his Local Union and International Union pension, his "IO pension" and his annuity. Lapine responded that he would not lose those benefits because he was vested. (Tr. 58.) Then, according to Lapine, Allardyce stated that Lapine would not be eligible
 10 for COBRA. (Tr. 58.) Allardyce testified that he hit the record button "really quickly after the phone conversation began..." and denied that he advised Lapine that there would be any consequences for resigning or working as a non-Union contractor prior to starting the recording.³ (Tr. 128-129.)

15 In the recorded portion of the telephone conversation, Allardyce told Lapine that he had been seen driving a truck with a "Sargeant Electric" sign on it. Lapine confessed that he was starting his own contracting business and was looking to leave the Union; he had let his union dues lapse for that reason. (Tr. 27, 80-83.) Allardyce replied that resigning required more than just failing to pay dues. (Tr. 27, 125.) Allardyce informed Lapine that he could continue his
 20 membership and clear work with Allardyce, or he could become a signatory contractor himself. (Tr. 27.)

After speaking with Allardyce, Lapine reviewed the Constitution and the collective-bargaining agreement seeking guidance regarding resignations. (Tr. 27-28.) Relying on Item 10
 25 of the "Parliamentary Rules" provision of Article XV ("All resolutions and resignations must be submitted in writing.") (Tr. 27, JX 2.), Lapine sent Allardyce an e-mail message stating: "I am writing you to officially resign my membership in the IBEW, effective today April 16th, 2024." (GCX 2.) The e-mail message included Lapine's union card number. (Tr. 25-26, GCX 2.)

30 *C. The Events of May 13, 2024*

On May 13, business manager Allardyce texted Lapine, requesting that Lapine contact him. (Tr. 31, 127.) Allardyce said he had heard more reports after April 16 of the Charging Party driving with a Sargeant Electric magnet on his truck. (Tr. 155.)

35 Lapine and Allardyce spoke later that day by telephone; Allardyce recorded part of the conversation. Allardyce brought up again the reports that Lapine was working as a non-Union contractor, which Lapine confirmed was true. (Tr. 32.) Allardyce then told Lapine that he could be in violation of his scholarship loan agreement. (Tr. 34.) Lapine responded that he had already
 40 met his obligations under the agreement. (Tr. 34, 76.) Allardyce said that if Lapine continued working as a non-Union contractor, he would get Respondent's attorney to look into that and see what would happen on that matter. (Tr. 35.) Allardyce again stated that Lapine's scholarship loan agreement and health insurance could be issues for him if he continued to work as a non-Union

³ Whether Allardyce and Lapine had any discussion about the loss of benefits if Lapine resigned prior to the start of the recording is irrelevant. There are no unique allegations in the complaint based upon Allardyce's alleged statements prior to the start of the recording.

contractor. (Tr. 38.) Lapine replied that he obtained health insurance through the Veteran's Administration as well as through his wife's employer. (Tr. 39.)

5 Allardyce told Lapine that if he continued to perform work as a non-Union contractor, he would lose his benefits, such as the special fund,⁴ death benefit, early retirement option, and early retirement benefit. Yet, Allardyce told Lapine he could solve all these issues "right now" by becoming a signatory contractor. (Tr. 39-41.) Lapine responded that he could not afford to become a signatory contractor at that time. (Tr. 41-42.) Allardyce replied that there was a "right way to do it and the wrong way to do it and the right way to do it would be looking into [becoming a signatory contractor]." (Tr. 42-43.) Lapine responded that he had intended to become a signatory contractor in the future—after his business was profitable. (Tr. 43.)

15 Allardyce then changed the subject to Lapine's April 16 email to him, resigning membership. (Tr. 44.) Allardyce told the Charging Party that Respondent does not "just accept" ...an email stating, "I resign my membership..." (Tr. 45.) Allardyce told Lapine an email could be sent fraudulently by someone else and that to resign, he must submit a "signed document, preferably the original. . ." (Tr. 45.) Lapine replied that he would do so. (Tr. 45.)

20 Later, Allardyce again brought up a signed resignation, stating that to prevent fraud, an email is insufficient and that an "authentic" signature would prevent issues with someone hacking a member's email account. (Tr. 48.) Allardyce likened a resignation to someone who wants to withdraw funds from a bank, stating that a signature is required to withdraw funds. (Tr. 48-49.) Lapine replied that he has online banking. (Tr. 49.)

25 Allardyce then asked Lapine to consider becoming a signatory contractor through a working employer addendum. (Tr. 49.) Lapine asked Allardyce to send some information on a wage package; he would consider signing it if he could afford it; Allardyce agreed to send information on the working employer addendum and a wage package.⁵ (Tr. 49-50.)

30 After this conversation and reviewing Respondent's Constitution, Lapine concluded that there was no requirement to submit a signed resignation in writing. (Tr. 60-61.) Lapine believed that his April 16 resignation was effective—he had orally resigned by telephone to Allardyce on April 16; sent an email resigning to Allardyce the same day; and, orally confirmed on May 13 that it was he who sent the resignation email. (Tr. 61.)

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D. On May 30, 2024, Respondent Assessed Fines Against Lapine Based on Internal Union Charges Filed by Allardyce

40 Lapine received a letter dated May 30 from Recording Secretary Joshua Iles informing him that he was being charged with violating Article II, Section 2.01 of the working agreement⁶,

⁴ The "special fund" is a health care expense reimbursement account.

⁵ Allardyce sent Lapine a one-and-two-man shop agreement, which allows small contractors to avoid contributing to the pension plan. (Tr. 148.)

⁶ "Moonlighting: No individual, either employed or seeking employment with employers who are signatory to this agreement, shall themselves become a contractor for the performance of any electrical work."

Article XXV, Section 1(f) & (q) of its Constitution⁷ and Article XV, Section 11 of its bylaws⁸. (Tr. 61-62; GCX 7.) The letter to Lapine attached an unsigned May 30 letter to Iles stating that in an April 16 phone call with Lapine, Lapine admitted that he “has begun the process of operating a new electrical business and confirms it is called Sergeant Electric.” (GCX 7.) At
 5 hearing, Allardyce testified that Lapine informed him that he had been operating his business at the time of their April 16 phone call. (Tr. 151.)

The letter from Iles set a hearing date of June 18. (Tr. 62; GCX 7.) Lapine addressed a letter⁹ dated June 5 to Respondent as an entity to various individuals, including Allardyce,
 10 Recording Secretary Iles and President Christopher Scharich. (Tr. 30, 62, 95-96; GCX 8, RX 2.) Lapine’s letter provided in pertinent part:

First and foremost, I must reiterate for the innumerable time to Mr.
 Allardyce, I resigned (quit, left, ended, departed, disassociated, severed my
 15 connection) from the the[sic] IBEW some time ago several times in several ways. Mr. Allardyce appears to suffer from some impairment that renders him incapable of accepting my resignation despite repeatedly stating such.

This response shall also serve to explicitly state that I have resigned (quit,
 20 left, withdrawn, departed, disassociated, severed my connection with) from the IBEW on several occasions and I currently affirm that I am still resigned from the IBEW.

In his letter, Lapine also mounted a full-throated procedural defense based on his
 25 resignation from the Union, citing to various provisions of the IBEW Constitution prohibiting charges and fines against non-members and the participation of non-members in disciplinary trial proceedings, as well as the First Amendment of the United States Constitution protecting the right of freedom of association. Although he requested a one-year “cooling off” period, which I interpret as a request for a stay of the trial proceedings, Lapine stated that he was not available
 30 on June 8 and pled “Not Guilty/Not Responsible” should the process continue.

Respondent’s Executive Board conducted the hearing on June 8. (Tr. 142.) Allardyce read the charges to the Trial board but did not participate in deliberations. (Tr. 143, 152-153; GCX 7.) Lapine did not attend.
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By letter dated June 19, Respondent assessed against Lapine a fine of \$5,000 for a violation of Article II, Section 2.01 of the Working Agreement and a fine of \$1,129.02 for a violation of Article XXV, Sections 1(f) and (q)¹⁵ of the IBEW Constitution. Lapine was determined to be not guilty of violating Article XV, Section 11 of the bylaws. (Tr. 67; GCX 9.)
 40 On June 24, Lapine appealed the fines. (GCX 10.) However, Respondent did not respond to the

⁷ Respectively, “Working for, on or behalf of, any employer, employer supported organization, or other union, or the representatives of any of the foregoing, whose position is adverse or detrimental to the IBEW.” and “Working for any individual or company declared in difficulty with a Local Union or the IBEW, in accordance with this Constitution.”

⁸ “Members shall not work on a job which has been declared unfair by this Local Union without the consent of the Business Manager.”

⁹ Lapine signed the letter but apparently did not include the signature page in every copy sent. (Tr. 137-138.)

appeal, nor explicitly accept Lapine’s resignation from the Union. (Tr. 68-69.)

DECISION AND ANALYSIS

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THE ALLEGED UNFAIR LABOR PRACTICES

Taking each allegation in turn, I find below that Respondent has violated Section 8(b)(1)(A) of the Act by, first, since about April 16, 2024, Respondent has refused to recognize and accept Lapine’s resignation from membership. Second, despite Lapine’s valid resignation in April, about May 30, 2024, Respondent, by Business Manager Evan Allardyce, unlawfully filed and pursued internal charges against Lapine on the grounds that he violated Respondent’s Working Agreement, Constitution, and By-Laws. Third, about June 18, 2024, Respondent unlawfully imposed a fine on Lapine for the foregoing asserted prohibited conduct.

However, I also find that Respondent did not threaten employees that they either had to continue their memberships with Respondent or become signatory contractors, nor did Respondent threaten employees with a loss of benefits unless they continued to maintain their membership with Respondent.

Finally, I find that Respondent did not collect or attempt to collect dues from Lapine after he resigned his membership.

A. Respondent Violated Its Duty of Fair Representation by Refusing to Recognize and Accept Lapine’s Resignation and by Filing Charges Against Him and Fining Him

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It is settled law that the Respondent was prohibited from disciplining Lapine for conduct he engaged in after he effectively resigned his membership. See *Pattern Makers League v. NLRB*, 473 U.S. 95, 103 (1985) (“Traditionally, union members were free to resign and escape union discipline”). With regard to a resignation policy, in *United Automobile, Aerospace and Agricultural Workers Local 148 (Douglas Aircraft Company, A Component Of McDonnell-Douglas Corporation)*, 296 NLRB 970, 971 (1989), the Board stated that the requirement directing members to submit a written resignation to a designated officer was lawful because it served the legitimate purpose of enabling the union to maintain an accurate membership list and “could not reasonably be construed as restraining or coercing members in the exercise of their Section 7 rights” When determining whether resignations are effective for the purpose of escaping the application of union rules, the Board follows an effective receipt rule. *Teamsters Local 538 (Passavant Health Center)*, 275 NLRB 730 (1985). Unions have a fiduciary duty to deal fairly with members by informing them of the proper manner of resigning their union membership. *Building Material and Dump Truck Drivers, Teamsters Local Union 36, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (E.R. Strong Building Materials Co.)*, 266 NLRB 1057, 1060 (1983); *Local 441 International Union of Electrical, Radio & Machine Workers, AFL-CIO (Phelps Dodge Copper Products Company, A Division of Phelps Dodge Industries, Inc.)*, 281 NLRB 1008, 1013 (1986).

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1. Respondent Refused to Recognize and Accept Lapine's Resignation from Membership

The General Counsel recognizes that a requirement that resignations be in writing and sent to a designated officer is not an unlawful restriction on resignation. (GC Br. 11.) Respondent, in turn, argues that its unwritten policy requiring a signature on a written resignation serves a legitimate purpose in ensuring that the resignation came from the member and is not fraudulent. (R. Br. 7-13.)

However, the record shows that it is not Respondent's practice to check those signatures against an exemplar to verify authenticity. Allardyce admitted that in the three instances involving members other than Lapine, he simply received the signed resignations and placed them in a file. (Tr. 157.) Instead, he relied on his own or his secretary's familiarity with the resigning members, who dropped off their signed, written resignations in person. (Tr. 114, 157.) To the extent then, that the signature requirement could serve a legitimate interest in ensuring authenticity, here the evidence tends to show that it did not, in fact, do so. Therefore, I find that Respondent's demand for a signed resignation letter from Lapine served no legitimate purpose here. Lapine's unsigned e-mail resigning his membership, where Lapine had already orally informed Allardyce that he wished to resign the same day, was sufficient to authenticate the e-mail message without a wet signature.

Moreover, Respondent's resignation policy is also burdensome in this case in that it is not written or published anywhere and Allardyce failed to inform Lapine in a timely manner of Respondent's requirement for the resignation notice to be signed. Instead, during the April 16 telephone call, Allardyce told Lapine only that not paying his dues was inadequate to serve as notice of resignation from membership and the resignation must be in writing. As a result, rank-and-file member Lapine consulted the Constitution and attempted to carry out his obligation to resign properly. Lacking guidance from his putative representative, he relied on an inapplicable provision of the Constitution. Under the circumstances here I find that Lapine did not and could not know that his April 16 e-mail message to Allardyce would be considered insufficient to effect his resignation from membership.

It was not until May 13, in rejecting Lapine's e-mail resignation, that Allardyce revealed to Lapine for the first time that Respondent's resignation policy required a signed writing. Moreover, even in doing so, Allardyce did not explain to Lapine where this policy was maintained. This led Lapine to again consult the Constitution where, of course, no such policy exists. It is not surprising that Lapine, therefore, felt no need to comply with what, as far as he could tell, was an arbitrary requirement being imposed on him by Respondent.

On the day of hearing (Tr. 18.) through counsel's opening statement, Respondent stated that Respondent considered Lapine's June 5 response to internal charges to be a proper resignation because it referenced his resignation, was signed, and was sent to both the recording secretary and president. It is not lost on me that Respondent's counsel's argument that Lapine satisfied his obligation with regard to resigning membership on June 5 effectively imposes on Lapine requirements to adhere to both the International Union's Constitution (sent to recording secretary or president) and that of Respondent (signed), which is certainly a higher standard than

that articulated by the Board in *McDonnell-Douglas*, 296 NLRB at 971. Respondent’s resignation policy is not “analogous” to the International Union’s policy, as argued (R. Br. 12.)—it is more demanding.

Respondent violated Section 8(b)(1)(A) of the Act by refusing to recognize and accept Lapine’s resignation from membership on April 16, 2024, as alleged in paragraph 7(a-b) and the legal conclusions pertaining to that allegation in paragraph 11.

2. Respondent Unlawfully Filed and Pursued Internal Charges against Lapine and Fined Him

A union may fine its members for prohibited conduct pursuant to validly enacted rules. *NLRB v. Allis-Chalmers Manufacturing Company et al.*, 388 U.S. 175 (1967). Thus, the General Counsel’s contention with regard to the lawfulness of internal charges and fines levied against Lapine rests chiefly on the validity of Lapine’s April 16 resignation: “[i]n *NLRB v. Granite State Joint Board*, 409 U.S. 213, 215 (1972), the Court cited *Scofield*¹⁰ in stating: ‘...when a member lawfully resigns from the union, its power over him ends.’” (GC Br. 17.) The charges and fines for non-union work following April 16 were unlawful because Respondent lacked the authority to charge and fine a non-member. *Machinists & Aerospace Workers v. NLRB*, 412 U.S. 84 (1973); *NLRB v. Textile Workers Union Local 1029*, 409 U.S. 213 (1972). Although legally correct—and although I agree with the General Counsel that the April 16 resignation was valid and effective, this authority and my finding alone are not enough to address Respondent’s defenses.

First, Respondent argues not only that the April 16 e-mail was deficient as a resignation from membership, as above, but also, second, Respondent obliquely argues (R. Br. 11.) that even if Lapine was not bound to its own resignation policy, he was bound by the policy articulated in the Constitution, of which Lapine received notice in the June/July 2022 issue of the *Electrical Worker* magazine. (RX 7-8.) Were this true, it would make the charges and fines leveled against Lapine legitimate because it was not until his June 5 response to the charging documents that Lapine arguably informed in writing Respondent’s recording secretary and president that he was resigning.

However, the *Electrical Worker* announcement only states that a constitutional amendment to Article XX, Section 12, was approved, which did not require a signature for resigning membership. (RX 7.) The announcement did not set forth the requirement for notice to go to the recording secretary or president in writing. (RX 7.) So, even though Lapine received the magazine issue in June 2022, I find that he would not have known that his April 16 email would also have been deficient under the International Union’s Constitution simply by reading the announcement two years earlier.¹¹ Yet, my rejection of Respondent’s argument that the

¹⁰ *Scofield v. NLRB*, 394 U.S. 423 (1969).

¹¹ Further, it is apparent to me from Respondent’s brief (R. Br. 11.) that Respondent now finds Lapine’s June 5 letter satisfactory as a resignation not because he sent it to the recording secretary and president in conformity with the Constitution but because he signed the letters. And, as observed by the General Counsel (GCX 7, n 14.), during cross examination, Allardyce appeared to counter Respondent’s counsel’s opening statement at hearing, testifying that Lapine never effectively resigned membership; he only “timed out” his membership at the end of 2024 as a

timing of the charges being filed before Lapine supposedly perfected his resignation on June 5 does not fully address Respondent's defenses.

Third, Respondent also contends (R. Br. 14.) that Lapine was disciplined because he engaged in prohibited conduct before April 16, not just after April 16—and "[t]herefore, the date that the Union accepted his resignation is completely and utterly irrelevant to the validity of the fines imposed." The portion of a fine attributable to prohibited pre-resignation conduct may be validly imposed by a union. *Newspaper Guild Local 3 (New York Times)*, 272 NLRB 338 (1984). However, the record in this case lacks sufficient evidence to support Respondent's position.

Looking first at the May 30 charging document (GCX 7.) that recording secretary Iles sent to Lapine, it alleges violations of the Working Agreement, Constitution, and Respondent's By-Laws. The charging document does not specify any dates for the asserted violations. Enclosed with the charging document was a letter from Allardyce to Iles that named the same authorities and asserted that there was proof found that Lapine "operates Sergeant Electric" without the consent of the business manager, Allardyce.

Also enclosed was a second letter to Iles, unsigned but assumed to be from Allardyce, that set forth the relevant supporting facts. The letter states that in the April 16 telephone conversation, Lapine "admits he has begun the process of operating a new electrical business and confirms it is called Sergeant Electric." The letter also asserts that on May 13 Lapine stated that "he is still operating the business and now has a more permanent sign on the side of his truck he is operating the business through." Finally, the letter included an image that was "discovered in a local newspaper" advertising for Sergeant Electric. The letter does not state the date that the advertisement for Sergeant Electric was published, nor could Allardyce recall the date at hearing. (Tr. 151.)

Allardyce testified that that he attended the June 18 trial board proceeding and read from the enclosures to the above referenced charging documents sent to Lapine. (Tr. 150-151.) However, Allardyce was not involved in that body's deliberations; he was not present for them. (Tr. 142, 150, 153.) Thus, there is insufficient evidence that the trial board considered more evidence than that contained in the charging documents.

It is, however, clear from his recorded May 13 telephone conversation with Allardyce that Lapine performed, as a non-Union contractor and after January 2024 but before April 16, electrical work that fell within Respondent's scope. (Tr. 41-46.) The General Counsel does not dispute this fact. Yet, Lapine testified *without rebuttal* at hearing that prior to April 16, that this was the same type of non-Union work that all members did routinely: "side jobs" or "small residential jobs." (Tr. 59.) Such work was, according to Lapine, condoned, or even encouraged, by Respondent since the time of his apprenticeship. (Tr. 59.) At hearing, Respondent did not counter this testimony through either Lapine himself or through Allardyce.

Thus, it is undisputed that the ostensibly prohibited pre-resignation conduct in the record was actually at least tolerated by Respondent for its members. It is also undisputed that the only evidence shown in the record to have been submitted for the Trial board's deliberations is

result of his failure to pay dues. (Tr. 139, 154-155.)

reflected in Allardyce's May 30 letter to the Trial board—that is to say, Lapine was using his truck, with a company sign, to operate a non-Union company prior to his resignation on April 16. Therefore, based on the record as a whole, I find that there is insufficient evidence that Lapine's non-Union work went further than that condoned or even encouraged by Respondent for its members. Respondent's defense lacks sufficient evidence to establish that Lapine engaged in prohibited conduct prior to his April 16 resignation from the Union.

Accordingly, I find that, as alleged in complaint paragraphs 8(a-c) and the legal conclusions pertaining to that allegation in paragraph 11, Respondent violated Section 8(a)(1) of the Act by charging Lapine with violations of its Working Agreement, Constitution, and By-Laws and fining him.

B. Respondent Did Not Threaten Employees

"The test used to establish whether a union representative's statement violates Section 8(b)(1)(A) of the Act is objective—whether the statement can reasonably be interpreted by employees as a threat based upon engaging in protected concerted activity." *Branch 4779, Nat'l Ass'n of Letter Carriers, (NALC), AFL-CIO (United States Postal Serv.) & Valerie June Winiesdorffer Branch 4779, Nat'l Ass'n of Letter Carriers, (NALC), AFL-CIO (United States Postal Serv.)*, 364 NLRB 655, 657 (2016) (citing *Consolidated Bus Transit, Inc.*, 350 NLRB 1064, 1066 (2007), *enfd.* 577 F.3d 467 (2nd Cir. 2009). "What the union agent subjectively intended by the comment and the subjective state of mind of any employee who heard or read the statement is not determinative." *Ibid.* (citing *United Steel Workers of America Local 1397, AFL-CIO (United Steel Corp.)*, 240 NLRB 848, 849 (1979)). "Moreover, the statement itself cannot be viewed in a vacuum, but must be viewed in 'context in order to determine if under all the circumstances it would have a tendency to restrain and coerce employees within the meaning of Section 8(b)(1)(A).'" *Ibid.* (quoting *American Postal Workers Union, AFL-CIO*, 328 NLRB 281, 282 (1999)).

The General Counsel argues (GC Br. 9-10.) that on April 16, Allardyce "essentially" told Lapin that he could not simply resign his membership and operate a non-Union business; he could only continue being a Union member or become a signatory contractor. In support, the General Counsel cites *Local 144, Hotel, Hospital, Nursing Home and Allied Services Union, Service Employees International Union, AFL-CIO (Sands Point Nursing Home)*, 321 NLRB 399 (1996) (local union agent threatened unspecified reprisals against employees who signed cards for a rival local).

With regard to the May 13 telephone conversation, the General Counsel contends that Allardyce's statements to Lapine that he had to continue his membership in the Union or become a signatory contractor or (1) that he would lose benefits from the Union; (2) that he would be in breach of the Union's apprentice scholarship loan agreement (triggering an obligation to repay the Union); and (3) that he would lose his special benefits fund monies were statements that violated the Act. (GCX 1(c); GC Br. 9, 10.)

In support of its position that Allardyce's words in the April 16 and May 13 telephone conversations could not reasonably be interpreted by employees as threats, Respondent relies (R.

Br. 19-20.) on the rights in Section 8(c) of the Act¹² and Sixth Circuit Court of Appeals precedent providing “[w]hen a Union has merely objectively informed employees of those consequences of the employees’ actions that are beyond the Union’s control, no section 8(b)(1)(A) violation has occurred. The Union is informing, and perhaps persuading, but it is not threatening reprisal.” *NLRB v. Constr. & Gen. Laborers’ Union Local No. 534*, 778 F.2d 284, 291 (6th Cir. 1985) (union agent lawfully predicted loss of the loss of health, welfare, and pension benefits as a result of members filing unfair labor practice charges).

In *Bay Cities Metal Trades Council*, 306 NLRB 983, 985-986 (1992), enfd. 15 F.3d 1088 (9th Cir. 1993) (unpublished), the Board adopted the administrative law judge’s rulings, findings, and conclusions—with the caveat that the respondent union’s statements regarding employees’ loss of health, welfare, and pension benefits if they resigned from union membership was made in the context of other statements found to be threats that violated Section 8(b)(1)(A) of the Act. Id. at 983 fn 1. The judge reasoned that the respondent union had not, either in the letter sent to employees or during the unfair labor practice proceeding

provided the employees with [] objective facts which indicated that because of the terms of the governing pension and/or health and welfare programs, or for any other reasons, the Employer might reduce the employees’ existing health, welfare, or pension benefits of employment if they resigned from Respondent’s constituent unions.

Id. at 986 fn 4.

Similarly, in *Carpenters Union Local 180 (Condiotti Enterprises, Inc.)*, 328 NLRB 947, 950 (1999), the Board held that, in response to an employee’s withdrawal, the union’s statements that this would result in a loss of pension and health benefits administered by a third-party trust violated Section 8(b)(1)(A) in part due to a lack of any evidence that union agents were “merely making truthful predictions or had some other reasonable basis for these threats”.

Thus, these two Board cases apply a rule similar to that articulated by the Sixth Circuit: the respondent union must—either to the employee directly or at hearing—explain the objective facts that underlay the predicted loss of benefits due to actions taken by a union or by a third party out of the union’s control. Citing *Condiotti Enterprises*, 328 NLRB at 949-50, the General Counsel correctly points out (GC Br. 10.) that the failure to provide such explanation results in the conclusion that the respondent union made an unlawful threat in violation of Section 8(b)(1)(A) of the Act.

As a preliminary matter, contrary to the General Counsel’s contention, I find that

¹² Section 8(c) provides:

The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this subchapter, if such expression contains no threat of reprisal or force or promise of benefit.

Allardyce did not present Lapine with a choice between engaging in protected concerted activity or being punished for doing so—or a Hobson’s choice.¹³ Rather, I agree with Respondent that Allardyce was lawfully seeking to persuade Lapine to continue his membership or become a signatory contractor.

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Based on the record as a whole, it seems to me that a reasonable employee, a longstanding member, as is the case here, would understand that those benefits were explicitly associated with membership (or, in the case of the special fund, working for a contributory employer)—and absent this status, such benefits would no longer be available to them. Yet, I find that the record *does not* establish that Allardyce explicitly explained to Lapine the factual basis for telling Lapine that he would lose his union benefits, special fund monies, and be required to repay Respondent for the costs associated with his training.

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However, at hearing, Respondent’s counsel did elicit from Lapine and Allardyce explanations as to why the benefits and privileges to which Allardyce referred on April 16 and May 13 would cease if Lapine resigned his union membership. (Tr. 86, 88, 89, 91, 112, 135, 171.) Therefore, I find that Respondent has carried its burden to show that Allardyce, a union agent, was “merely making truthful predictions or had some other reasonable basis for” his warning statements regarding the loss of benefits during the April 16 and May 13 telephone conversations with Lapine. *Condiotti Enterprises, Inc.*, 328 NLRB at 950.

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Accordingly, I am dismissing complaint paragraphs 9-10 and the legal conclusions pertaining to those allegations in paragraph 11.

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C. Respondent Did Not Seek or Receive Dues from Lapine after His Resignation

As observed by Respondent in its brief (R. Br. 20-21.), no evidence was presented by the General Counsel in support of the allegation that Respondent sought and received dues from the Charging Party’s pay after his effective resignation at hearing. Rather, Lapine testified that he had not accepted referrals from Respondent since January 2024 to communicate his desire to resign his membership, which prevented the imposition of working dues from his pay. (Tr. 27.) Lapine also testified that he had not paid monthly dues since January 2024. (Tr. 78.) Further, the General Counsel’s brief contained no argument to support the allegation in paragraph 7(b).

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Accordingly, I am dismissing the relevant portion of complaint paragraph 7(b) and the legal conclusions pertaining to that allegation in complaint paragraph 11.

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¹³ I am, to be clear, not analyzing complaint paragraphs 9 and 10 under the Board’s Hobson’s choice constructive discharge line of cases but using the term in its ordinary dictionary meaning: (1) an apparently free choice when there is no real alternative or the necessity of accepting one of two or more equally objectionable alternatives. “Hobson’s choice.” *Merriam-Webster.com Dictionary*, Merriam-Webster, <https://www.merriam-webster.com/dictionary/Hobson%27s%20choice>. Accessed 5 Oct. 2026.

CONCLUSIONS OF LAW

1. Saginaw Division, Michigan Chapter of the National Electrical Contractors Association, Inc. (NECA) and its employer-members are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. Respondent, Local Union 557, International Brotherhood of Electrical Workers (IBEW), is a labor organization within the meaning of Section 2(5) of the Act.
3. About April 16, 2024, by refusing to recognize and accept Charging Party Troy Lapine's resignation from membership, Respondent violated Section 8(b)(1)(A) of the Act.
4. About May 30, 2024, by filing and pursuing internal charges against Charging Party Troy Lapine's and later improperly fining him, Respondent violated Section 8(b)(1)(A) of the Act.
5. The unfair labor practices committed by Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. Respondent is ordered to honor Charging Party Troy Lapine's resignation from union membership request and notify him in writing that this has been done; remove all records of internal union charges, findings, trials, decisions, and discipline and fines involving Lapine concerning or relating to conduct occurring after the resignation of his membership, and notify him in writing that this has been done; rescind the fines assessed to Lapine after he resigned his union membership on April 16, 2024, refund to Lapine the full amount of any fines he has paid in connection with the internal union charges described above, with interest, and notify him in writing that this has been done; and make Lapine whole for the loss of earnings and other benefits suffered as a result of Respondent's failure to honor his request to resign his union membership, including any direct and foreseeable pecuniary harms suffered.

Respondent shall post an appropriate informational notice, as described in the attached appendix. This notice, on a form provided by the Regional Director for Region 7, after being signed by 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, Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If Respondent has gone out of business or closed its facility, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current members and former members represented by Respondent at any time since April 16, 2024.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁴

ORDER

The Respondent, Local Union 557, International Brotherhood of Electrical Workers (IBEW), Saginaw, Michigan, its officers, agents, and representatives, shall

1. Cease and desist from

- (a) Restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the Act by refusing to accept validly proffered resignations from members.
- (b) Restraining or coercing employees in the exercise of rights guaranteed in Section 7 of the Act by instituting charges or by imposing fines on employees after they resign union membership.
- (c) In any like or related manner 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) Give effect to Troy Lapine's resignation from union membership as of April 16, 2024, and notify him in writing that his resignation has been honored.
- (b) Cancel, withdraw, and rescind all internal union charges, findings, trials, decisions, and discipline and fines levied against Troy Lapine in connection with the charging documents dated May 30, 2024, and June 8, 2024, hearing.
- (c) Remove all records of internal union charges, findings, trials, decisions, and discipline and fines levied against Troy Lapine in connection with Lapine in connection with the charging documents dated May 30, 2024, and June 8, 2024, hearing.
- (d) Notify Troy Lapine in writing that charges and fines heretofore imposed on him in connection with the charging documents dated May 30, 2024, and June 8, 2024, hearing have been canceled, withdrawn, rescinded, and expunged and that Respondent will take no action to collect the fines.
- (e) Make Troy Lapine whole for the loss of earnings and other benefits suffered as a result of Respondent's failure to honor his request to resign his union membership, including any direct and foreseeable pecuniary harms suffered.

¹⁴If 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 due under the terms of this Order.

- (f) Within 14 days after service by the Region, post at its Saginaw, Michigan union office copies of the attached notice marked "Appendix."¹⁵ Copies of the notice, on forms provided by the Regional Director for Region 7, 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, 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.
- (g) Within 14 days after service by the Region, deliver to the Regional Director for Region 7 signed copies of the notice in sufficient number for posting by employer-members of the Saginaw Division, Michigan Chapter of the National Electrical Contractors Association, Inc. (NECA) and by any other employers to whom Respondent refers employees, if they are willing, at all places where their notices to employees are customarily posted.
- (h) 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 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. October 14, 2026



Renée D. McKinney
Administrative Law Judge

¹⁵ 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."

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 Local Union 557, International Brotherhood of Electrical Workers (IBEW)(“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 restrain or coerce you in the exercise of the above rights.

WE WILL NOT refuse to acknowledge the effectiveness of, or fail to give effect to, an employee’s resignation from membership in our labor organization.

WE WILL NOT institute charges or impose fines against employees after they resign from union membership.

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

WE WILL give full effect to Troy Lapine’s resignation of membership in our labor organization.

WE WILL cancel, withdraw, and rescind all internal union charges, findings, trials, decisions, and discipline and fines levied against Troy Lapine in connection with the charging documents dated May 30, 2024, and June 8, 2024, hearing.

WE WILL notify Troy Lapine in writing that charges and fines heretofore imposed on him in connection with the charging documents dated May 30, 2024, and June 8, 2024, hearing, have been canceled, withdrawn, rescinded, and expunged and that Respondent will take no action to collect the fines.

WE WILL make Troy Lapine whole for the loss of earnings and other benefits suffered as a result of Respondent’s failure to honor his request to resign his union membership, including any direct and foreseeable pecuniary harms suffered.

Local Union 557, International Brotherhood of
Electrical Workers (IBEW)

(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. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlr.gov.

477 Michigan Avenue, Room 300, Detroit, MI 48226-2543
(313) 226-3200, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at <https://www.nlr.gov/case/07-CB-347313> 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 SE, Washington, DC 20570-0001, 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 (616) 930-9165.