The Region submitted this case for advice as to whether (1) the Union violated Section 8(b)(1)(A) by referring to an employee who reported misconduct by a fellow unit member as a “snitch” and telling employees that it was okay for them to do the same, and (2) the Union violated Section 8(b)(3) through the above statements, which ostensibly undermined the Employer’s ability to enforce the non-discrimination clause in the parties’ collective-bargaining agreement. We conclude that both allegations lack merit. Even assuming employees were aware of the Union’s use (and tolerance) of the term “snitch,” no violation of Section 8(b)(1)(A) occurred because the employee in question never requested any assistance from the Union, the Union did not prevent that employee from obtaining relief from the Employer under the non-discrimination clause, and the Union did not threaten that employee or take any other action to intimidate or coerce him. See generally NLRB v. Teamsters Local 639 (Curtis Bros.), 362 U.S. 274, 285, 290 (1960) (“[Section] 8(b)(1)(A) is a grant of power to the Board limited to authority to proceed against union tactics involving violence, intimidation, and reprisal or threats thereof”; observing that Section 8(b)(1)(A) does not mirror Section 8(a)(1) given that the phrase “to interfere with” was dropped during debate over the Taft-Hartley Act); cf. Teamsters Local 896 (Anheuser-Busch), 339 NLRB 769, 769-70 (2003) (union unlawfully threatened internal discipline against members who complied with their contractual responsibility to report fellow employees’ unsafe practices to the employer). Likewise, we find that the Union’s statements did not constitute a repudiation of the non-discrimination clause or otherwise violate its bargaining obligation. The Region should dismiss the charge, absent withdrawal.

This email closes this case in Advice as of today. Please contact us with any questions or concerns.