

Brown Newspaper Publishing Co., Inc. and San Francisco-Oakland Newspaper Guild, Local 52, The Newspaper Guild, AFL-CIO, Case 32-CA-113 (formerly 20-CA-12013)

September 30, 1981

SUPPLEMENTAL DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

On September 29, 1978, the Board issued its Decision and Order in the above-entitled proceeding,¹ together with its Decision in *Times-Herald, Inc.*,² another of four related cases³ wherein the Board concluded that Respondent had violated Section 8(a)(5) and (1) of the Act by refusing to provide Charging Party San Francisco-Oakland Newspaper Guild, Local 52 (hereinafter the Guild or the Union), with information pertaining to that portion of Respondent's editorial budget expended in aggregate for editorial material written by Kathy White and George Tashman published in *The Independent* and *The Berkeley Daily Gazette* from May through July 1976.

On October 8, 1980, the United States Court of Appeals for the Ninth Circuit issued its Decision in the four consolidated cases,⁴ in which it affirmed the Board's determinations, but remanded for further explication of the remedy granted, on grounds it considered the Board's explanation confusing.

Thereafter, the Board notified the parties that it had decided to accept the court's remand, and invited the parties to submit statements of position, subsequently extending the time for filing such submissions to February 13, 1981.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the Na-

tional Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Although the court has specifically referred to the Board's decisions in these cases in terms of "aggregate" amounts paid to independent correspondents for editorial product, it had apparently interpreted our prior Decision in the *Brown Newspaper* case and our Supplemental Decision and Order in *Times-Herald, supra*, as premising the form of the disclosure order solely on the ground of "Employer" interest in confidentiality, claims of which it views as lacking record support. Such was not our purpose however. In articulating the view that amounts paid individual nonunit writers should remain confidential between the employers and those writers, we intended to convey as well our recognition of, and concern for, the obvious right to privacy of nonunit writers, which could be compromised by an order to provide information concerning individual personal financial arrangements to a stranger entity—an entity which does not represent them and which does not claim to do so.

Accordingly, for the reasons set forth fully in our Supplemental Decision and Order in *Amphlett Printing Company*, 258 NLRB No. 19 (1981), as well as in our original Decision herein, our Supplemental Decision in *Times-Herald, Inc., supra*, and our Second Supplemental Decision and Order in *Times-Herald, Inc.*, 258 NLRB No. 135 (1981), we reaffirm our earlier order that Respondent furnish to the San Francisco-Oakland Newspaper Guild, Local 52, upon request, information as to the aggregate dollar amounts of Respondent's editorial budgets expended by *The Independent* and *The Berkeley Daily Gazette* for editorial material written by Kathy White and George Tashman published in the *The Independent* and *The Berkeley Daily Gazette* from May through July 1976.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby affirms its original Decision and Order herein and orders that the Respondent, Brown Newspaper Publishing Co., Inc., Richmond, California, its officers, agents, successors, and assigns, shall take the action set forth in said Order.

¹ 238 NLRB 1334.

² 237 NLRB 922 (1978); Supplemental Decision and Order, *Times-Herald, Inc.*, 240 NLRB 439 (1979).

³ See also *Amphlett Printing Company*, 237 NLRB 955 (1978); and *Press Democrat Publishing Co.*, 237 NLRB 1335 (1978), as amended by Corrective Order issued January 30, 1979 (not published in volumes of Board Decisions (100 LRRM 1228); *Press Democrat Publishing Co., supra*, 237 NLRB 1335, fn. 2.

⁴ *Press Democrat Publishing Co. v. N.L.R.B.*, 629 F.2d 1320.