

2. All the employees of the Respondent employed in the editorial, commercial, advertising, and building maintenance departments at its said Mason Street plant, exclusive of officers of the corporation; general manager; 2 assistants to the publisher; advertising director; chief accountant; purchasing agent; personnel manager; head of the national display advertising department; head of the local display advertising department; head of the classified advertising department; building superintendent; editor of the Herald; editor of the Traveler; managing editor of the Herald; managing editor of the Traveler; assistant managing editor; 1 columnist; and all supervisors as defined in Section 2 (11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. Since on or about the year 1938, the Union has been and now is the exclusive representative of all the employees in the aforesaid unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By failing and refusing at all times since December 10, 1951, to furnish the Union with information as to the names, work classifications, dates of employment, and salaries of all employees in the said unit, the Respondent has failed and refused to bargain collectively with the Union as the exclusive representative of the employees in the aforesaid unit, and has thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) and (1) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[Recommendations omitted from publication in this volume.]

THE HEARST CORPORATION (BOSTON RECORD-AMERICAN-ADVERTISER DIVISION) and NEWSPAPER GUILD OF BOSTON, LOCAL 32, AMERICAN NEWSPAPER GUILD, C. I. O. *Case No. 1-CA-1094. January 27, 1953*

Decision and Order

On August 25, 1952, Trial Examiner W. Gerard Ryan issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The request of the Respondent for oral argument is hereby denied, as the record, including the brief and the exceptions, in our opinion, adequately presents the issues and the positions of the parties.

The Board¹ has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the In-

¹Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Styles and Peterson].

intermediate Report, the exceptions, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

Order

Upon the entire record in the case and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, The Hearst Corporation (Boston Record-American-Advertiser Division), its officers, agents, successors, and assigns, shall:

1. Cease and desist from refusing to bargain collectively with the Union as the exclusive representative of the employees in the following appropriate unit by refusing to furnish to the Union information as to the names, work classifications, dates of employment, and salaries of all employees in the following unit:

All employees in the Boston Record-American-Advertiser Division plant, in the advertising, business, circulation, and building service, including janitors, elevator operators, watchmen, cleaning women and matrons, and helpers in the composing room, excluding employees in the editorial department, employees who are members of recognized craft unions, the publisher, assistant publisher, business manager, advertising director, associate or assistant advertising director, local advertising manager, classified advertising director, circulation director, chief accountant, building service superintendent, and all supervisors as defined in Section 2 (11) of the Act.

2. Take the following affirmative action, which we find will effectuate the policies of the Act:

(a) Upon request furnish to the Union data concerning names, work classifications, dates of employment, and salaries of all employees in said unit.

(b) Post at its plant at Boston, Massachusetts, copies of the notice attached to the Intermediate Report and marked "Appendix A."² Copies of said notice, to be furnished by the Regional Director for the First Region, shall, after being signed by the Respondent's representative, be posted by Respondent immediately upon receipt thereof and maintained by it for sixty (60) consecutive days thereafter in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure the said notices are not altered, defaced, or covered by any other material.

² This notice shall be amended by substituting for the words "The Recommendations of a Trial Examiner" in the caption thereof, the words "A Decision and Order" In the event that this Order is enforced by a decree of a United States Court of Appeals, the notice shall be further amended by substituting for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

(c) Notify the Regional Director for the First Region in writing, within ten (10) days from the date of this Order, what steps Respondent has taken to comply herewith.

Intermediate Report

STATEMENT OF THE CASE

Upon a charge and an amended charge duly filed by Newspaper Guild of Boston, Local 32, American Newspaper Guild, C. I. O., herein called the Union, the General Counsel of the National Labor Relations Board, herein respectively called the General Counsel and the Board, by the Regional Director for the First Region (Boston, Massachusetts), issued the complaint herein dated March 18, 1952, against The Hearst Corporation (Boston Record-American-Advertiser Division), herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the Labor Management Relations Act, 1947, herein referred to as the Act. Copies of the complaint, the charge and amended charge, and a notice of hearing were duly served upon the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleges in substance that the Respondent, on and after December 10, 1951, refused to furnish the Union with certain wage information requested by the Union for its use and assistance in connection with collective-bargaining negotiations. In its answer, the Respondent admitted certain allegations of the complaint but denied the commission of any unfair labor practices.

Pursuant to notice, a hearing was held before me at Boston, Massachusetts, on April 15, 1952. The General Counsel, the Respondent, and the Union participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues. At the close of the hearing, motions by the General Counsel and the Respondent to conform the pleadings to the proof for the purpose of correcting names, dates, and other matters not involving the issues of the case, were granted without objection. At the conclusion of the evidence, the General Counsel participated in oral argument. The Respondent waived oral argument and filed a brief. No brief was filed by the General Counsel. Upon the entire record in the case, and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Hearst Corporation at all times herein mentioned is and has been a corporation, organized under and existing by virtue of the laws of the State of Delaware, maintaining an office and place of business at 5 Winthrop Square, Boston, Massachusetts, hereinafter called the Boston Record-American-Advertiser plant, where it has been and now is continuously engaged in the printing, publication, sale, and distribution of three newspapers which are primarily circulated in the New England States.¹ The Respondent uses newsprint, mats,

¹The Boston Record published daily except Sunday having a daily circulation in excess of 380,000 copies; the Boston Evening American published daily except Sunday with a daily circulation exceeding 175,000 copies; and the Boston Sunday Advertiser published each Sunday with a circulation exceeding 600,000 copies. The Respondent utilizes the services of the International News Service, the Associated Press, and has several syndicated columns, comic strips, and special features.

and ink valued in excess of \$500,000 annually, over 50 percent of which is from points outside the Commonwealth of Massachusetts. The Respondent concedes and I find that it is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Newspaper Guild of Boston, Local 32, American Newspaper Guild, C. I. O., is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *The appropriate unit*

The complaint alleges, the answer admits, and I find that all employees of the Respondent in the Boston Record-American-Advertiser plant, in the advertising, business, circulation, and building service, including janitors, elevator operators, watchmen, cleaning women and matrons, and helpers in the composing room, excluding employees in the editorial department, employees who are members of recognized craft unions, the publisher, assistant publisher, business manager, advertising director, associate or assistant advertising director, local advertising manager, classified advertising director, circulation director, chief accountant, building service superintendent, and all supervisors as defined in Section 2 (11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

B. *The majority and representation by the Union of employees in the unit*

The complaint alleges, the answer admits, and I find that in or about the year 1938, a majority of the employees of the Respondent in the unit aforesaid designated or selected the Union as their representative for the purposes of collective bargaining with the Respondent, and that at all times since the Union has been the representative, for the purposes of collective bargaining, of a majority of the employees in said unit and, by virtue of Section 9 (a) of the Act, has been and is now the exclusive representative of all the employees in said unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

C. *Introduction and background*

Approximately 221 in the aforesaid unit of 230 employees are members of the Union.² The Respondent deducts union dues for 197 employees. There are approximately 72 work classifications in the unit, and less than 30 percent of the employees receives salaries in excess of the minima provided in the contract. During the year 1951, the Respondent and the Union had in effect a collective-bargaining agreement expiring on December 31, 1951.³ Therein it was provided

² The contract provides that 9 out of 10 employees be members of the Union.

³ The contract between the parties actually consisted of a combination of two agreements: (a) the contract between the American Newspaper Guild, C. I. O., and The Hearst Corporation called "Hearst National Memorandum" which was set up to cover matters considered to be on a national basis, such as severance payments, hospitalization insurance, alternate benefits, discharges, death benefits, etc., which the parties felt should be established on a national rather than local level as they affected the entire Hearst organization nationally; and (b) the contract between the Respondent and Local 32 containing local provisions for the area. Where both contracts cover the same points, the Hearst National Memorandum supersedes the local contract.

for minimum starting pay for the various classifications with yearly step-increases for the first, second, third, and fourth years of employment. No step-increases were provided beyond the fourth year. It was further provided in the contract that "The rate of pay of any employee in excess of the minimum set forth . . . shall be established by individual negotiations between said employee and the Publisher, or his representative."

The first bargaining session was held on December 5, 1951. Negotiations were thereafter had until a new contract for the year 1952 was executed on March 26, 1952.

D. *The refusal to bargain*

The complaint alleges that the Respondent by its refusal to furnish information requested by the Union as to the names, work classifications, dates of employment, and salaries of all employees in the unit for the use and assistance of the Union in connection with collective-bargaining negotiations with the Respondent in respect to rates of pay, wages, hours of employment, or other conditions of employment, thereby violated Section 8 (a) (5) and (1) of the Act.

The answer admits that request for payroll data was made as alleged in the complaint but denies that the information requested was needed or useful in connection with collective-bargaining negotiations. The answer further pleads that prior to the issuance of the complaint it offered to furnish to the Union the names, work classifications, and dates of employment of all employees in the unit. With respect to requested salary information, the answer further pleads that prior to the issuance of the complaint it "offered through the [field] Examiner to put a card in the pay envelope of each employee in the unit, addressed to the Union, together with a notice that the Union had asked for information as to the employee's salary, leaving it up to the individual employee to determine whether to mail the salary information to the Union." The answer further states that prior to the issuance of the complaint "it offered through the Regional Attorney, as an alternative to the above, to furnish the Union with the names, classifications, dates of employment, year of experience being paid, and a statement whether being paid the minimum, in excess of the minimum, the top, or in excess of the top for each employee in the unit, and that neither of these offers has been accepted by the Union."⁴ Further answering, the Respondent averred that many employees in the unit object to the Respondent making disclosure of their salaries to the Union; that the Union can easily obtain the salary information from its own members; that the union committee negotiating on behalf of the unit is composed in part of individuals employed by newspaper competitors in the Boston area and the furnishing of such information as to the exact salary of each employee in the unit to such persons is detrimental to the legitimate interests of the Respondent, inasmuch as the members of the union committee do not stand in any fiduciary relationship towards the Respondent nor are they under any obligation to treat the information as confidential information not to be disclosed to the Respondent's competitors.

In a letter dated November 23, 1951, the Union enclosed its proposals for a new contract and requested information from the Respondent for use at the bargaining table as to the names, classifications, dates of birth, dates of employment,

⁴ It was stipulated at the hearing that if James H. McGaffigan, business manager of the Respondent, were present as a witness, he would testify that the above offers were made, as set forth in the answer. At the hearing, E. Earl Hawkes testified that the Respondent is still willing to give that information, except salary information.

sex, and weekly salaries of the employees in the unit.⁵ The Respondent refused to furnish any of the requested information to the Union at the first bargaining meeting on December 5, 1951; and to date has not furnished it.

John C. Cort, executive secretary of the Union, testified that the first bargaining conference for the new contract was held on December 5, 1951, and that the Respondent's final answer was a refusal to furnish any information on the ground the Union should get the information from its own members. He testified that the Union seeks the wage information in order to compare the wages paid by the Respondent with wages paid by other newspapers in the Boston area, in view of the Union's contention that wages paid by the Respondent are lower than 3 other newspapers in the area. Cort testified that the minimum rates set forth in the contract do not reveal the number of employees in each classification; that the contract lists only work classifications with the minimum rates for each classification; and the Union seeks to know in each classification how many employees are paid at the minima and how many are being paid above the minima in order to avoid guessing, and to argue on an intelligent basis. Cort continued to testify that the requested wage information is necessary in order to bargain on minimum rates and cited, as an example, 1 classification (display advertising solicitors) where all but 2 out of 20 or 25 were being paid above the contract minima. He continued that the Union has always bargained on merit increases and there is importance to know what other employees in the classification are paid, for purposes of comparison, in evaluating the work of the employee for whom the Union is bargaining. Cort testified it was important to have the information so that the Union would know its rights with respect to regulations of the Wage Stabilization Board and to know how much money the employees would be entitled to, in the form of salary increases. With respect to the information requested concerning dates of employment, he testified that was important in verifying step-rate increases and also on matters concerning seniority. Cort further testified that the Union did not press its request for information relative to dates of employment, sex, and dates of birth because the Union erroneously thought the Respondent was willing to join in a pension survey to be conducted by another newspaper in Boston who would make the results of the survey available to the Union. When the Union realized the Respondent was not participating in the survey, the Union amended its charge of unfair labor practices to include dates of employment as part of the information it had requested and been refused.

On cross-examination, Cort testified that the Union was interested in a non-contributory pension (paid for exclusively by the employer) with monthly payments from \$200 to \$225, including social-security benefits, to begin at age 65. He further testified that the Union has made no attempt to obtain the requested information from its members.

E. Earl Hawkes, chief accountant for the Respondent who represented it at negotiation sessions in 1951 and 1952, testified on behalf of the Respondent that the requested information was refused because several members of the unit ob-

⁵ The pertinent parts of the letter read :

I enclose three copies of the Guild proposals for a new contract. . . .

At the instructions of the international union and by unanimous vote of the Record-American unit membership and local executive committee, the Guild is also asking the Record-American for complete payroll information so that we will know what are our rights under Wage Stabilization and so that we will be able to bargain intelligently on wages and pensions. Such information would include names, classification, date of birth, date of employment, sex, and weekly salary.

We would appreciate receiving this information at your earliest convenience so that we will be able to use it at the bargaining table.

jected to disclosure of their weekly salaries to the Union and the Respondent felt it should respect their rights of privacy and not divulge the information; furthermore, that since a majority of the negotiators were employees of other newspaper competitors it would be detrimental to the Respondent's interests to divulge salary information to the Union as it would thereby become known to competitors in the absence of any statement that the information would be held in confidence.

On cross-examination he testified that when the Union requested the salary information he told it to get the information from its own members in view of the Respondent's policy not to disclose salary information to anyone. He testified that the Respondent refused to give the *names* of employees in the unit because the names were included in a "package deal" with the other information which was requested. Hawkes testified further that since 1942 when new employees are hired the Union is always advised in writing of their names, addresses, telephone numbers, dates hired, classifications, and years of experience. The Union is not given the salary in terms of dollars; only the classification is given which includes the employee's years of experience; and, if a new employee is hired above the minimum rate, a statement is made that he is being paid above the minimum rate, but the actual salary is not stated. Hawkes testified that assuming a new employee is starting at the minimum rate the mere fact that the Union is notified which classification he is in is sufficient to apprise the Union of his salary. Since 1947, Hawkes continued, in every case where the yearly step-rate increase has been given during the first 4 years of employment the Union is then advised as to the names, effective date of the increase, classification, and years of experience, together with the exact salary prior to the increase and present salary after the increase. While it is not the practice of the Respondent to hire an employee in excess of the minimum, it has been done; and between the hiring and the step-rate increase, there are occasions when increases have been granted above the minimum rate, without knowledge of the Union. After the fourth year of employment, the Respondent may give an increase or negotiations may be had for such increases. Hawkes admitted that the Respondent on occasions since 1945 has granted merit increases without any knowledge on the part of the Union that such increases have been granted. He further admitted that insofar as any information which the Respondent may have given to the Union, the Union had no knowledge as to the identity or the number of employees who were being paid above the minima, or how much above the minima they were paid. When it refused to furnish the requested payroll information, the Respondent primarily had in mind those employees who were paid above the minima. He further admitted that to police the contract properly with respect to minimum wages the Union of necessity would have to be able to see the Respondent's salary list to find out if the Respondent was paying at least the minima; he agreed that the best information the Union could have would be to know the salaries the employees were receiving; and since union dues are based on the salaries of the individuals it is important for the Union to know the salaries. Hawkes testified there are no employees who receive less than the minimum rates and a little less than 30 percent receive above the minima. He testified that the establishment of minimum rates would require some knowledge of salaries being paid by other newspapers and conceded that a proper minimum cannot be established without a knowledge of the actual salaries paid. While he admitted the Respondent had refused to give the Union information on actual salaries, he stated that information on average salaries was available to the Union through the United States labor reports and that contracts of all the newspapers in America are available to the Union and to the Respondent;

so that the Union knows what the industry as a whole is paying in minimum rates for various classifications. He refused to give the information at the December 5 meeting stating to Cort that he understood union members had refused this information to the Union and the Respondent would respect the wishes of the members of the Union and suggested that the Union obtain the information itself from its members; and that the Respondent did not feel it would be helpful in negotiating a contract. Hawkes further testified that the Respondent's payroll department is "under the Guild supervision"; that those employees who made up the weekly payrolls for everyone in the unit are all members of the unit.

Concluding Findings

There is no dispute as to the material facts in this case.

The reasons advanced by the Respondent to justify its refusal to furnish the information requested by the Union are that as a matter of policy it wished to protect the right to privacy of its employees who did not wish salary information disclosed; that the Union could easily obtain the information from its own members; that it would be detrimental to the Respondent's business interests to have such information known to its competitors; and finally because the Union did not need the information for intelligent bargaining as to minimum rates and merit increases.

The Union requested the information at a time when negotiations were about to be scheduled for a new contract for the year 1952 to replace the contract expiring on December 31, 1951. It is well established that salary information concerning employees in the unit is relevant to minimum rates and merit increases,⁴ and is certainly necessary for the negotiation of future contracts.⁵ The Union's request for information concerning the names, work classifications, dates of employment, and salaries of all employees in the unit is clearly relevant under Board and court decisions.⁶ Here the Union and the Respondent bargained for individual pay increases above the minima set forth in the contract. While merit bargaining occurred for employees during the first 4 years of employment between the automatic step-increases, such bargaining became particularly important for those employees employed more than 4 years, for the contract did not provide minimum rates nor step-increases beyond the fourth year of employment and there salary information was especially needed for comparisons. Moreover the requested information was needed for intelligent bargaining on minimum rates for, as the Respondent conceded, the knowledge of actual wages paid is the real basis for arriving at average wages, from which minima may be established.

It is clear from the record that the Respondent has no real objection to the Union having all the requested information, including salary information if the members of the Union supply that information individually to the Union. This is apparent from the Respondent's answer wherein it pleads that prior to the issuance of the complaint it was willing to assist the Union to obtain the infor-

⁴ *Yawman & Erbe Manufacturing Company*, 89 NLRB 881, enfd. 187 F. 2d 947 (C. A. 2), where the Board held that the going rate is a factor to be considered by a union in determining whether or not to press or eliminate its demand for a general wage increase; that current salaries are directly related to the demand for a minimum, and without such information there is no basis for determining to what extent, if any, the minimum wage would affect any employees in the unit.

⁵ *E. W. Scripps Company*, 94 NLRB 227.

⁶ *The Hughes Tool Company*, 100 NLRB 208; *N. L. R. B. v. Yawman & Erbe Manufacturing Company*, *supra*; *N. L. R. B. v. Union Manufacturing Company*, 179 F. 2d 511 (C. A. 5); *Aluminum Ore Co. v. N. L. R. B.*, 131 F. 2d 485 (C. A. 7); *Leland-Gifford Company*, 95 NLRB 1306; *General Controls Co.*, 88 NLRB 1341.

mation by offering to put a card in the pay envelope of each employee in the unit, addressed to the Union (together with a notice that the Union had asked for information as to the employee's salary), *leaving it up to the individual employee to determine whether to mail the salary information to the Union.* [Emphasis supplied.] Assuming, as it must, that this offer was made in good faith, the Respondent in effect thereby must admit that it would have no concern if all the employees in the unit mailed the information to the Union. If the Union had received this information *indirectly* from the Respondent, the Respondent could hardly be heard to complain that the information was not relevant or necessary for intelligent bargaining; nor that the information was confidential with respect to competing newspapers. Indeed, further evidence suggesting that the Respondent has no real objection to the Union having the requested information, provided only it is not asked to furnish it directly to the Union, is the testimony in the record that the Respondent's payroll department is under the supervision of the Union, and that all the employees there are members of the unit and have access to all the information since they make up the weekly payroll.⁹ That may be well taken as an implied permission for those making up the payrolls to make use of the information thus obtained. Since the salary information does not plainly appear to be irrelevant, it must be disclosed.¹⁰ There is no merit in the Respondent's refusal to supply the salary information because the information is claimed to be confidential as to employees in the unit, for that contention has been rejected in numerous decisions.¹¹ Nor is there merit to the contention that the Union could have obtained all the information from its members. It was the Respondent's responsibility to furnish the information; it cannot urge that the Union seek, or supplement it, from other sources. Similar contentions have been raised and rejected.¹² Nor may the Respondent refuse to supply any of the information requested because it objects to furnishing some of the information.¹³ Contrary to the Respondent's contention, it is not legally justified in refusing to supply the data on the ground that this entailed disclosure of privileged and confidential matter which might be detrimental to its business interests if it came to the knowledge of competitors. In order to accomplish the intent of the Act that collective bargaining be facilitated, the Respondent's desire to keep its salary information secret must in some respects be subordinated to the public interest in disclosure of relevant information (cf. *N. L. R. B. v. Yawman & Erbe, supra*) just as its exclusive control over its business affairs is subordinate to the requirements of the Act.¹⁴ In *Aluminum Ore Company v. N. L. R. B., supra*, the court declared (at p. 487):

... we do not believe that it was the intent of Congress in this legislation that, in the collective bargaining prescribed, the Union as representative

⁹ The Respondent's brief, referring to that situation, states: "It further appears from the record that the actual payroll records are kept by employes who are members of the Union (R p. 80, 81). Certainly, the Union knows who its members are and if it felt that it was desirable to have the date of employment of each member of the Union, it could have readily obtained the information from its own members, assuming that it did not already have the information in its own Union records."

¹⁰ *N. L. R. B. v. Yawman & Erbe Manufacturing Company, supra*, where the court also said "... Indeed we find it difficult to conceive a case in which current or immediately past wage rates would not be relevant during negotiations for a minimum wage scale or increased wages (cases cited)."

¹¹ See particularly the discussion of the point in *The Electric Auto-Lite Company*, 89 NLRB 1192, 1198-1199; and *Aluminum Ore Company v. N. L. R. B., supra*.

¹² *Aluminum Ore Company, supra*; *Electric Auto-Lite Company, supra*, and *J. M. Allison Company*, 70 NLRB 377, enfd. 165 F. 2d 766 (C. A. 6), cert. den. 335 U. S. 814.

¹³ *The Jacobs Manufacturing Company*, 94 NLRB 1214, enfd. 196 F. 2d 680 (C. A. 2).

¹⁴ *N. L. R. B. v. Jones & Laughlin Steel Corp.*, 301 U. S. 1, 43-48.

of the employees should be deprived of the pertinent facts constituting the wage history of its members. We can conceive of no justification for the claim that such information is confidential. . . . And if there be any reasonable basis for the contention that this may have been confidential data of the employer before the passage of the Act, it seems to us it cannot be so held in the face of the expressed social and economic purposes of the statute.

Again, contrary to the Respondent's contention, the record shows that the refusal to furnish relevant wage information did impede the process of collective-bargaining and did interfere with the function of the Union as statutory representative of all the employees in the unit. As one instance, the Union was impeded in its effort to demonstrate that actual salaries of the Respondent were lower than three competing newspapers. Nor does the fact that a contract between the parties was executed on March 26, 1952, demonstrate that the Union was not hampered or impeded in the negotiations. As the court said in the *Lawman & Erbe* case, *supra*, at page 949: "The most that can be inferred from the union's action is that the advantages of a contract in hand outweigh those which the union might later obtain when all relevant information would be available to it." I find the names, work classifications, dates of employment, and salaries of the employees in the unit were needed by the Union to enable it intelligently to represent the employees during the negotiations. Upon consideration of the entire record, I conclude and find that the Respondent by refusing on and after December 5, 1951, to furnish information requested by the Union concerning names, work classifications, dates of employment, and salaries of all employees in the unit has refused to bargain with the Union as the exclusive representative of its employees in an appropriate unit and has thereby engaged in unfair labor practices within the meaning of Section 8 (a) (5) and (1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of the Respondent described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall recommend that the Respondent cease and desist therefrom and take certain affirmative action which I find will effectuate the policies of the Act.

Because of the limited scope of the Respondent's refusal to bargain, and because of the amicable relations of the parties since 1938, and also because of the absence of any indication that danger of other unfair labor practices is to be anticipated from the Respondent's conduct in the past, I shall not recommend that the Respondent cease and desist from the commission of other unfair labor practices.

On the basis of the above findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

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

2. All employees of the Respondent in the Boston Record-American-Advertiser Division plant, in the advertising, business, circulation, and building service, including janitors, elevator operators, watchmen, cleaning women and matrons, and helpers in the composing room, excluding employees in the editorial department, employees who are members of recognized craft unions, the publisher, assistant publisher, business manager, advertising director, associate or assistant advertising director, local advertising manager, classified advertising director, circulation director, chief accountant, building service superintendent, and all supervisors as defined in Section 2 (11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. Since on or about the year 1938, the Union has been and now is the exclusive representative of all the employees in the aforesaid unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By failing and refusing at all times since December 5, 1951, to furnish the Union with information as to the names, work classifications, dates of employment, and salaries of all employees in the said unit, the Respondent has failed and refused to bargain collectively with the Union as the exclusive representative of the employees in the aforesaid unit, and has thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) and (1) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[Recommendations omitted from publication in this volume.]

Appendix A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL, upon request, furnish to the NEWSPAPER GUILD OF BOSTON, LOCAL 32, AMERICAN NEWSPAPER GUILD, C. I. O., wage data concerning the names, work classifications, dates of employment, and salaries of all employees in the appropriate unit. The bargaining unit is:

All employees in the Boston Record-American-Advertiser Division plant, in the advertising, business, circulation, and building service, including janitors, elevator operators, watchmen, cleaning women and matrons, and helpers in the composing room, excluding employees in the editorial department, employees who are members of recognized craft unions, the publisher, assistant publisher, business manager, advertising director, associate or assistant advertising director, local advertising manager, classified advertising director, circulation director, chief accountant, building service superintendent, and all supervisors as defined in Section 2 (11) of the Act.

THE HEARST CORPORATION (BOSTON RECORD-AMERICAN-ADVERTISER DIVISION),

Employer.

By _____
(Representative) (Title)

Dated _____

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.