Sagittarius Broadcasting Corp. d/b/a WXRK *and* American Federation of Television and Radio Artists, New York Local, AFL–CIO. Case 2–CA–23599

October 31, 1990

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS CRACRAFT AND DEVANEY

On May 25, 1990, Administrative Law Judge Eleanor MacDonald issued the attached decision. The Respondent filed exceptions and a supporting brief,[1] and the General Counsel filed an answering brief.

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

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions, and to adopt the judge's recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Sagittarius Broadcasting Corp. d/b/a WXRK, New York, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] The Respondent also filed a motion to reopen the record to submit evidence that on May 10, 1990, the Union withdrew a demand for arbitration regarding whether the Respondent failed to make the proper contributions to the Union's pension fund as required by the parties' collective-bargaining agreement. The Respondent further asserts that this matter is now the subject of litigation instituted by the pension fund trustees. The Respondent thus contends that there currently is no legitimate purpose for the Union's information request concerning the personal service contracts of unit employees. We deny the motion to reopen the record as it seeks to adduce evidence concerning an alleged event that occurred after the close of the hearing. *Allis-Chalmers Corp.*, 286 NLRB 219 fn. 1 (1987). We also find that the Respondent's new evidence, even if proven, would not alter the result. In this regard, the Union's decision to withdraw its arbitration demand would not prevent the Union from seeking arbitration in the future should it determine after reviewing the personal service contracts that such action is warranted. Moreover, information relevant to a union's role as collective-bargaining representative may not be withheld on the ground that it is relevant to pending litigation against the respondent. *Westinghouse Electric Corp.*, 239 NLRB 106, 110–111 (1978), enfd. in relevant part 648 F.2d 18 (D.C. Cir. 1980).

[2] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings. We also find no merit in the Respondent's allegations of bias and prejudice on the part of the judge. Thus, we perceive no evidence that the judge prejudged the case, made prejudicial rulings, or demonstrated a bias against the Respondent in her analysis or discussion of the evidence. Similarly, there is no basis for finding that bias and prejudice exist merely because the judge resolved important factual conflicts in favor of the General Counsel's witnesses. *NLRB v. Pittsburgh Steamship Co.*, 337 U.S. 656, 659 (1949).

Richard L. De Steno, Esq., for the General Counsel.

Richard N. Goldstein, Esq., of New York, New York, for the Respondent.

DECISION

STATEMENT OF THE CASE

ELEANOR MACDONALD, Administrative Law Judge. This case was tried in New York, New York, on February 8, 1990. The complaint alleges that Respondent, in violation of Section 8(a)(1) and (5) of the Act, refused to provide the Union with certain information. The Respondent denies the material allegations of the complaint, and alleges that the complaint is barred by Section 10(b) of the Act, that the matter should be deferred to arbitration, that the Union waived its right to bring a complaint by failing to raise the issue in negotiations and that the information sought is sensitive, confidential and privileged.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent in March 1990, I make the following[1]

FINDINGS OF FACT

I. JURISDICTION

Respondent, a New York corporation with its principal office in New York, New York, operates a radio broadcasting station. Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Facts*

The parties agree that the appropriate unit herein is:

> All staff announcer-newsmen, sports announcers, newswriter announcers, special program announcers and free-lance announcers.

The parties agree that Respondent has recognized the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit. Since November 1981, the Union and Respondent have been parties to a series of collective-bargaining agreements, the most recent of which has a term from December 7, 1988, to December 6, 1991.

The current collective-bargaining agreement provides the following in Section 15:

> AFTRA HEALTH AND RETIREMENT FUND
>
> WXRK agrees that the provisions of Par. 87 of the ''1988–1991 National Code of Fair Practice for Com-

[1] The record is corrected so that at p. 9, L. 20, the last two words read ''AFTRA covered.'' On March 6, 1990, the General Counsel submitted a letter and proposed exhibit. The submission is admitted into evidence as G.C. Exh. 8.

> mercial Radio Broadcasting'' shall apply to the gross earnings of all Artists which includes base salary, severance pay allowance, sick leave pay, vacation, etc.; WXRK and AFTRA agree that all Artists (as defined in Section 1 of this basic agreement) shall be ''eligible employees'' within the meaning of, as that term is used in, Section 1 Par. 87 of the ''1988–1991 National Code of Fair Practice for Commercial Radio Broadcasting.'' Said Par. 87 of the ''1988–1991 National Code of Fair Practice for Commercial Radio Broadcasting'' is hereby made a part of this agreement with the same force and effect as if set forth herein word for word, except that all reference to the ''Code'' shall be deemed to refer to this agreement; provided, that nothing herein shall require WXRK to contribute to the AFTRA Health and Retirement Fund more than nine and one-half per cent (9 1/2%) of gross earnings from December 7, 1988 through June 12, 1989, or more than ten per cent (10%) of gross earnings from June 12, 1989 through December 6, 1991, for each Artist covered by this Agreement.

The Code of Fair Practice sets up a system of contributions to an AFTRA Pension and Welfare Fund. The welfare benefits provided by the Fund include payments for death, accidental death, dismemberment, hospitalization, surgical expense, medical expense and temporary disability.[2]

Helayne Antler, the executive director of the Union, testified that she negotiates and administers the collective-bargaining agreements with various employers. In September 1988, the administrator of the AFTRA Health and Retirement Fund consulted Antler concerning the contributions made on behalf of an employee of Respondent named Howard Stern.[3] Respondent had reported to the Fund that Stern earned a gross salary of $38,000 in 1987 and had paid contributions to the Fund based on that figure. At the time of this discussion, the minimum scale pursuant to the collective-bargaining agreement was about $46,000 per annum; further, according to newspaper accounts, Stern was receiving over $1 million per year in compensation from Respondent.[4]

On September 22, 1988, Antler wrote to Richard Goldstein, Esq., counsel for Respondent. Antler told Goldstein that Respondent was ''seriously'' underpaying Fund contributions on behalf of Stern, and she requested a copy of the provisions in Stern's contract that related to ''compensation'' so that the proper amounts due to the Fund could be determined. Having had no reply to her first letter, Antler wrote again to Goldstein on October 17, 1988, informing Goldstein that the Union has a legal right to a copy of the personal services contract in order to ensure that the terms of the collective-bargaining agreement were not being violated. Antler also told Goldstein that she would file a charge if she did not hear from him ''forthwith.'' On October 24, 1988, Goldstein replied to Antler that he was investigating the situation and suggesting that the matter be taken up at the negotiations for the WXRK and WJIT contracts.[5]

The negotiations for a new contract between the Union and Respondent took place from December 20, 1988, to January 1989. The matter of underreporting gross pay and the resultant underpayment of contributions to the Fund was not raised during these negotiations.

On March 1, 1989, Antler testified, her assistant informed her that a disc jockey at WXRK had called to complain that his statement from the Fund showed earnings that were underreported by about $15,000; the disc jockey was concerned that his pension would be less than it should be. Antler testified that a unit member's pension on retirement is based on gross earnings reported by the employer; if an employer such as Respondent herein underreports an employee's gross earnings the result will be a lower pension. Further, the Fund loses money that would have inured to the benefit of all unit employees.

Antler reviewed the reports made by Respondent to the Fund for all of its unit employees; based on her knowledge of the industry, she concluded that Respondent was underreporting the gross income of most of the unit employees.

Antler thereupon called Goldstein on the telephone and told him that she had discovered that there was a problem with the gross income being reported by Respondent to the Fund and that the problem was much more extensive than that relating to Stern. Antler requested that Goldstein furnish the Union with copies of the personal service contracts for all unit employees of Respondent. Goldstein said he would speak to his principals and let Antler know if he would furnish the copies.

Antler testified that the personal service contracts were necessary to her so that she could determine the gross compensation paid to each unit member and thus determine whether the Fund contributions made by the Respondent were correct for each employee.

Antler telephoned Goldstein on March 23, 1989, and renewed her request for copies of the personal service contracts between unit members and Respondent. Goldstein replied that he would have an answer for her soon as to whether Respondent would furnish copies of the contracts. On March 31, Antler and Goldstein spoke on the telephone again. Goldstein suggested that Antler come to his office to discuss the matter. A meeting between the two took place on April 17, 1989, in Goldstein's office. Antler reasserted the Union's right to see the personal service contracts. Goldstein stated that an issue of confidentiality was presented in that Stern performed services in addition to those that were on the air; Stern did some writing and directing as well. Antler replied that she wanted to see the personal service contracts for unit employees so that she could determine what the gross income was for AFTRA-covered services and non-AFTRA covered services. Further, Antler pointed out most of the unit employees perform only on-the-air services. Goldstein suggested that for purposes of the Fund payment, the Union could assume that Stern's salary was $250,000. Goldstein also stated that Stern's gross income was not $250,000 and that it was well in excess of $1 million. When Antler again asked to see the personal service contracts, Goldstein refused. The Union has not received copies of any of the personal service contracts pursuant to its request.

Shortly after this meeting between Antler and Goldstein, the Union filed the charge upon which the instant complaint

[2] It is not clear whether the Fund is called the Health and Retirement Fund or the Pension and Welfare Fund.

[3] Stern is a radio personality.

[4] The collective-bargaining agreement provides that Respondent may negotiate with individual unit members to compensate them above the scale set forth in the union contract. The agreements which result from these individual negotiations are known as personal service contracts.

[5] It is not clear why WJIT was mentioned in this letter.

is based. The Union also filed a demand for arbitration under the collective-bargaining agreement alleging that Respondent ''has been incorrectly paying the Health and Retirement contribution on behalf of the members'' in violation of the agreement and has been refusing to furnish the Union with relevant information.

In November or December 1989, Antler and Robert Jaffe, Esq., counsel to the AFTRA Health and Retirement Fund, met with Goldstein again. Jaffe stated that the Union must see the personal service contracts for the unit employees and Goldstein again talked of a settlement whereby Respondent would agree that Stern was earning $250,000 in AFTRA-covered gross income. Antler informed Goldstein that if he was unwilling to send copies of the contracts through the mail, she would go to Goldstein's office to read the contracts; in fact, Antler told Goldstein, she did not need copies of the contracts but would be content to be permitted to read them. Goldstein said he would talk to his principals and let the Union know what Respondent decided. Respondent ultimately decided not to provide the requested information to the Union.

Antler testified that some of the collective bargaining agreements between the Union and other employers provide that all copies of personal service contracts must be forwarded to the Union as soon as they are signed.[6] Thus, the Union regularly receives copies of these contracts for review. Antler stated that many of the artists whose personal contracts are sent to the Union are compensated at a far higher rate than Stern.

The law firm which represents the Union also represents individual artists, some of whom are employed by various radio stations. Some negotiators who formerly worked for the Union are now agents for individual artists in the industry, and these former AFTRA employees negotiate with Respondent on behalf of their clients for the purpose of reaching agreement on personal service contracts. Further, some management employees of WXRK were formerly employed at other radio stations, and current management employees of Respondent may leave to work for its competitors. These managers are informed concerning certain program strategies of Respondent.

Mel Karmazin is the president and chief executive officer of Infinity Broadcasting, the parent corporation of Sagittarius Broadcasting Corp. Karmazin negotiates personal service contracts with individual artists employed in the unit herein. These contracts provide for both AFTRA-covered services and other services such as personal appearances, attendance at meetings with advertisers, and writing commercial copy. Some of the personal service contracts provide that specific amounts will be considered covered by the AFTRA agreement for purposes of contributions to the Health and Retirement Fund. In the case of Stern, about $100,000 is specified as the basis upon which Respondent makes contributions to the Fund, according to Karmazin.[7]

When asked by counsel for Respondent whether Respondent refused to give the Union copies of the personal service contracts for artists at WXRK, Karmazin replied that Respondent refused to turn over portions of the contracts that are not relevant to a determination of contributions to the Fund. Karmazin asserted that Respondent has offered to give the Union information dealing with the allocation of gross income reportable to the Fund. When asked by the administrative law judge whether Respondent had offered the Union actual excerpts from the contracts, Karmazin only replied that Respondent ''would be very happy to give them the sections of the contracts that deal with the allocation for [pension and welfare] excluding the gross wages.'' Karmazin was unable to testify if the portions of the personal service contracts he deemed relevant could easily be segregated from the portions he deemed irrelevant. Later in his testimony, Karmazin changed his offer of information to the Union and stated that he would only be willing to provide the amount of the income that was AFTRA-covered for purposes of Fund contributions but not the actual portions of the contract. He reiterated that he was unwilling to supply information on gross earnings.

Karmazin testified that Respondent did not want to give the Union copies of the personal service contracts for unit employees for the following reasons: The documents are privileged; the documents are confidential to the employer and employee; programming strategies may be outlined in the documents; AFTRA employees may later become agents for artists and use the earnings information in a way to injure Respondent. Karmazin testified that he did not want to turn over to the Union information on the total gross income of each artist and that he did not want the Union to be able to figure out from looking at the contracts what the revenue of WXRK amounted to. Karmazin stated that if the Union knew what Stern earned, it might ask that all unit employees be paid the same amount. If a competing station knew what Stern earned, it might then try to lure Stern away from WXRK.

Karmazin testified that some personal service contracts contain restrictive covenants prohibiting the artist from working for a competitor within a certain period of time.

B. *Discussion and Conclusions*

The facts in this case are simple. The Union discovered that Respondent was not reporting to the Health and Retirement Fund the accurate amounts of many of its employees' gross wages and that contributions to the Fund were thus less than they should have been under the collective-bargaining agreement. The Union concluded that the underreporting would lead to pensions smaller than those agreed to at the bargaining table and that the Fund would have less money than had been agreed to with which to operate and pay benefits for death, hospitalization, medical expense, and disability. After some preliminary discussion, the Union on March 1, 1989, demanded copies of all personal service contracts for unit employees so that it could determine the employees' gross earnings and thus determine whether accurate payments had been made to the Fund on their behalf. Respondent has refused to furnish this information.

Manifestly, the information relating to gross earnings is relevant to the proper performance of the Union's duties in enforcing the collective-bargaining agreement and in performing its duties as a representative. The information goes to the core of the employer-employee relationship. The Union is clearly entitled to this information. *W. B. Skinner,*

[6] The Union has collective-bargaining agreements with about 30 radio stations in the New York City area. Some of these are competitors of Respondent.

[7] Karmazin did not explain why Goldstein had earlier offered to calculate contributions on the basis of $250,000.

Inc., 283 NLRB 989, 990 (1987); *Knappton Maritime Corp*., 292 NLRB 236 (1988), and cases cited therein by the Board at 238.

A recent case presented the precise issue raised by Respondent herein. In *WCCO Radio*, 282 NLRB 1199 (1987), the Board affirmed the administrative law judge's finding that an employer must give to a collective-bargaining representative copies of unit employees' personal service contracts. The decision dealt with the employer's contention that the contracts were confidential and that their release to the union might harm the employer. The judge, citing prior Board and circuit court decisions, pointed out that if the employer was concerned about wage information being used by competitors trying to lure employees away, the employer could have negotiated restrictive covenants with its employees. Further, if an employee was engaged in negotiations with a competitor the employee himself could reveal his earnings. The Board's decision was affirmed. *WCCO Radio v. NLRB*, 844 F.2d 511 (8th Cir. 1988). The court held that the union's need for the information outweighed the employer's concerns relating to confidentiality.

Karmazin's testimony in the instant case does not require a departure from the precedents cited above. There was no evidence produced that suggested that the Union herein would disclose any information to competitors of Respondent. Although Karmazin stated that an attorney in the law firm representing the Union represented an artist employed by Respondent and also that a former employee of the Union was now an agent representing artists, Karmazin did not say that either of these facts had led to any improper disclosures of information relating to Respondent's programming strategies. Further, Karmazin testified that managers of Respondent had left to go to work for competitors of Respondent, surely a serious potential area for damaging leaks. All of this testimony tends to show that the broadcasting industry is somewhat inbred, but it does not establish that the Union would misuse information contained in the unit employees' personal service contracts. In fact, the lack of evidence that actual harm has occurred despite the movement of managers and union personnel tends to establish that Respondent's fears are not validly based.

Respondent urges that the Union herein has not made any commitment that the requested information would be held in a restricted and confidential manner. First, I note that Respondent never made a proper offer of the information on condition that the Union make a guarantee of confidentiality. Second, there is no indication that the Union would disseminate the information improperly. This case is therefore unlike *E. W. Buschman Co. v. NLRB*, 820 F.2d 206 (6th Cir. 1987), where the union refused the employer's request to keep information confidential during a period of financial instability for the employer. Even more inapposite is *Pony Express Courier Corp*., 297 NLRB 171 (1989), where the Board found that the business agent for the union seeking to represent the employees had numerous business contacts as a consultant to customers and competitors of the employer that presented an actual conflict of interest. The Board found that the business agent's consulting business presented the possibility that he would subordinate the employees' interests to his own personal financial dealings as a consultant. There is no such showing in the instant case. Although Respondent uses the term ''conflict of interest,'' it makes no reasoned argument based on record evidence to support its claim.

Respondent asserts that the Union waived its right to the information requested because it did not raise the matter in negotiations for a new contract. This argument is totally without merit. Respondent's brief also argues that article XV, paragraph 4 of the collective-bargaining agreement waives the Union's ''right to demand overscale compensation amounts. . . .'' Respondent is apparently referring to article XV of schedule I, attached to the collective-bargaining agreement. Paragraph 4 provides:

> Nothing herein contained shall be so construed as to prevent any announcer-newsman from negotiating with WXRK for, or from obtaining from WXRK better, terms of employment than are herein provided.

It is evident that this language does not waive the right of the Fund to have the proper percentage of an employee's gross earnings contributed to the Fund, and it does not waive the right of the Union to enforce the collective-bargaining agreement by ascertaining what the actual gross earnings were and whether accurate reports were made to the Fund.

Respondent also contends that the request for information should be deferred to arbitration. The rule is clear that matters arising from an employer's refusal to furnish information necessary for a union to verify compliance with a collective-bargaining agreement are not properly deferred to arbitration. *NLRB v. ACME Industrial Co*., 385 U.S. 432 (1967); *Clinchfield Coal Co*., 275 NLRB 1384 (1985).

Respondent urges that the complaint is barred by Section 10(b) of the Act. Although the Union first requested the personal service contract for Stern in the fall of 1988, this was not the determinative event. On March 1, 1989, the Union received information leading it to conclude that Respondent was probably underreporting gross earnings for many of the unit employees. On that day, Antler made a request for the personal service contracts for all unit employees. This was well within a period of 6 months before the filing of the instant charge on April 26, 1989.

Finally, Respondent asserts that it has offered ''a reasonable accommodation to AFTRA's request by agreeing to supply those parts of the personal contracts which relate to compensation for AFTRA-covered services.'' This assertion is contrary to the evidence. The testimony shows that Respondent has never made such an offer. Goldstein never offered to show Antler any portion of the personal service contracts. Karmazin testified in an inconsistent manner, stating both that he would give the Union portions of the contracts and then stating that he would not. Further, section 15 of the collective-bargaining agreement, quoted above at page 2 of this decision, clearly bases contributions to the Fund on a percentage of ''gross earnings.'' Karmazin was adamant that he would not turn over any information relating to gross earnings. While Respondent may have an an argument that some earnings are not AFTRA-covered and therefore are properly excludable pursuant to the terms of the personal service contracts, it must nevertheless supply all relevant information to the Union. Respondent may not reserve to itself a unilateral determination of proper amounts allocable to gross earnings as that term is defined in the collective-bargaining agree-

ment.[8] If Respondent and the Union disagree about the amount of gross earnings or the amount due to the Fund, they can then resort to arbitration.

I note that there is no showing on the record that the personal service contracts lend themselves to being redacted in such a way as to give the Union all the information about gross earnings while omitting information about programming strategies or the like. The burden was on Respondent to seek such a remedy in this proceeding and to prove that it was feasible and just. Since Respondent has presented no evidence to support such a remedy, I shall recommend that Respondent be ordered to turn over to the Union copies of all the personal service contracts for all unit employees.[9]

CONCLUSIONS OF LAW

1. The following employees of Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

> All staff announcer-newsmen, sports announcers, newswriter announcers, special program announcers and free-lance announcers.

2. At all times material herein, the Union has been the exclusive representative of all employees within the appropriate unit described above for purposes of collective bargaining within the meaning of Section 9(a) of the Act.

3. By refusing to provide the personal service contracts for unit employees to the Union on and after March 1, 1989, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. This affirmative action will include the furnishing of the personal service contracts on request and the posting of the usual notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[10]

ORDER

The Respondent, Sagittarius Broadcasting Corp. d/b/a WXRK, New York, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with American Federation of Television and Radio Artists, New York Local, AFL–CIO by refusing to furnish it with the personal service contracts of unit employees in the appropriate unit found above.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by Section 7 of the Act.

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

(a) On request, bargain collectively with the Union by furnishing to it the personal service contracts of unit employees.

(b) Post at its facility in New York, New York, copies of the attached notice marked ''Appendix.''[11] Copies of the notice, on forms provided by the Regional Director for Region 2, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[8] The danger in permitting Respondent unilaterally to decide what amount of gross earnings to report to the Fund is illustrated by the fact that Goldstein told Antler that Respondent was willing to agree to a figure of $250,000 for Stern while Karmazin testified that Respondent contributed to the Fund based on an amount of $100,000 and the records of the Fund itself show contributions made on gross earnings of $38,000.

[9] This case is unlike *Detroit Edison Co. v. NLRB*, 440 U.S. 301 (1979), where there was no dispute as to the need for confidentiality of the material sought by the Union and where the employer had presented a detailed suggestion for a remedy which protected the materials from unauthorized release while permitting the Union to analyze them.

[10] If 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.

[11] 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
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain collectively with American Federation of Television and Radio Artists, New York Local, AFL–CIO, by refusing to furnish the Union with the personal service contracts of unit employees. The appropriate unit is:

> All staff announcer-newsmen, sports announcers, newswriter announcers, special program announcers and free-lance announcers.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL on request furnish the Union with the information it requested.

SAGITTARIUS BROADCASTING CORP. D/B/A WXRK