tiny. We have also insisted that there be a 'relevant correlation' or 'substantial relation' between the governmental interest and the information required to be disclosed." [656] The governmental interests effectuated by these requirements—providing the electorate with information, deterring corruption and the appearance of corruption, and gathering data necessary to detect violations—were found to be of sufficient magnitude to be validated even though they might incidentally deter some persons from contributing.[657] A claim that contributions to minor parties and independents should have a blanket exemption from disclosure was rejected inasmuch as an injury was highly speculative; but any such party making a showing of a reasonable probability that compelled disclosure of contributors' names would subject them to threats or reprisals could obtain an exemption from the courts.[658] The *Buckley* Court also narrowly construed the requirement of reporting independent contributions and expenditures in order to avoid constitutional problems.[659]

Conflict Between Organization and Members.—In the course of things, disputes can arise between an organization and a portion of its membership. If there is some connection between the dispute and the government, First Amendment principles may be implicated. This is particularly so when statutes or government agreements authorize or require compulsory support of a labor union.[660] The tenor of the Court's decisions on compulsory support of unions has been shifting over time.

Union shop agreements authorized by law can require, as a condition of employment, membership in the union on or after the thirtieth day following the beginning of employment. In *Railway Employees' Dep't v. Hanson*, the Supreme Court upheld the constitutionality of such agreements, noting that the record in the case did not indicate that union dues were being "used as a cover for forcing ideological conformity or other action in contravention of the First Amend-

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[656] 424 U.S. at 64 (footnote citations omitted).

[657] 424 U.S. at 66–68.

[658] 424 U.S. at 68–74. Such a showing, based on past governmental and private hostility and harassment, was made in Brown v. Socialist Workers '74 Campaign Comm., 459 U.S. 87 (1982).

[659] 424 U.S. at 74–84.

[660] Section 8(a)(3) of the Labor-Management Relations Act of 1947, 61 Stat. 140, 29 U.S.C. § 158(a)(3), permits the negotiation of union shop agreements. Such agreements, however, may be outlawed by state "right to work" laws. Section 14(b), 61 Stat. 151, 29 U.S.C. § 164(b). *See* Lincoln Fed. Labor Union v. Northwestern Iron & Metal Co., 335 U.S. 525 (1949); AFL v. American Sash & Door Co., 335 U.S. 538 (1949). In industries covered by the Railway Labor Act, union shop agreements may be negotiated regardless of contrary state laws. 64 Stat. 1238, 45 U.S.C. § 152, Eleventh; *see* Railway Employees' Dep't v. Hanson, 351 U.S. 225 (1956).