

Riker Video Industries, Inc. and Local 1034, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and International Union of Electrical, Radio and Machine Workers, AFL-CIO. Case 29-CA-901

April 24, 1968

DECISION AND ORDER

BY CHAIRMAN McCULLOCH AND MEMBERS FANNING
AND BROWN

On January 25, 1968, Trial Examiner John G. Gregg issued his Decision in the above-entitled case, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision, a supporting brief, and a request for oral argument.¹ The General Counsel also filed exceptions to the Decision and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner and hereby orders that Respondent, Riker Video Industries, Inc., Hauppauge, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as herein modified:

1. Substitute in paragraphs 1(a), (b), and (c) the

word "or" for the word "and" except where it appears as part of a proper name.

2. Substitute in paragraph 1(d) the word "or" for the word "and" where it appears between the words AFL-CIO and Local 1034.

3. Substitute in paragraphs 2 and 3 of the notice attached to the Trial Examiner's Decision the word "or" for the word "and."

4. Substitute in paragraph 4 of the notice the word "or" for the word "and" where it appears between the words AFL-CIO and Local 1034.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

JOHN G. GREGG, Trial Examiner: This hearing was held on October 18 and 19, 1967, at Brooklyn, New York, based upon a complaint by the General Counsel dated June 30, 1967, alleging that the Respondent violated Section 8(a)(1) and (2) of the Act. The Respondent generally denies commission of the alleged unfair labor practices. All parties appeared at and participated in the hearing and were afforded full opportunity to present relevant evidence, and to examine and cross-examine witnesses. The General Counsel and the Respondent filed briefs, which have been duly considered.

Upon the entire record in the case, and from my observation of the demeanor of the witnesses as they testified, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Riker Video Industries, Inc., herein called the Respondent, maintains its principal office and place of business in Hauppauge, New York, where it is engaged in the manufacture, sale, and distribution of electronic assemblies and related products. During the year preceding the issuance of the complaint, the Respondent manufactured, sold, and distributed at its place of business products valued in excess of \$50,000 which were shipped from said place of business in interstate commerce directly to States of the United States other than the State in which it is located. The Respondent Company is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATIONS INVOLVED

Local 1034, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein referred to as Local 1034, is a

¹ The Respondent's request for oral argument before the Board is hereby denied as the record and briefs adequately present the issues and positions of the parties

labor organization within the meaning of the Act. The International Union of Electrical, Radio and Machine Workers, AFL-CIO, herein referred to as the Union, is a labor organization within the meaning of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

The complaint alleges essentially that on or about March 15, 1967, the Respondent Company, by Martin Koenigsberg, its executive vice president and general manager, at its plant, interrogated its employees concerning their membership in, activities on behalf of, and sympathy in and for, the International Union of Electrical Workers and Local 1034 of the Brotherhood of Teamsters; and threatened its employees with removal of work from the plant and other reprisals if they became or remained members of or assisted and supported the IUE and Local 1034; that in or about April 1967, the Respondent Company, by Robert McGuire, its supervisor of production engineering, threatened that employees would not receive wage increases and that their requests for transfer from one department to another would be denied, and threatened them with other reprisals if they became or remained members of or assisted or supported Local 1034, all the foregoing constituting interference, restraint, and coercion in alleged violation of Section 8(a)(1) of the Act. Additionally, the complaint alleges that on or about March 3, 1967, and on various other dates during the months of March, April, May, and June 1967, the Respondent Company, by Joseph Beltrani, its supervisor, urged and solicited its employees to sign cards designating the International Union of Electrical, Radio and Machine Workers as their representative for collective-bargaining purposes and urged and solicited its employees to join that Union, thereby rendering unlawful assistance and support to a labor organization all in alleged violation of Section 8(a)(2) and (1) of the Act.

A. Background

The Respondent manufactures, sells, and distributes electronic assemblies and related products. Since about September 1966, commencing at the Respondent's former location in Huntington, New York, and continuing at the Respondent's new location in Hauppauge, New York, Local 1034 engaged in organizational activities among the Respondent's employees. A number of the Respondent's employees who were formerly employed at another company and who were former members of the International Union of Electrical, Radio and Machine Workers, AFL-CIO, initiated a campaign on behalf of this Union sometime early in March 1967. The employees involved included Beltrani, DiGiamo, Hardenfelder, Mellito, and Erali.

B. The Alleged Interference, Restraint, and Coercion

Vincent DiGiamo, an employee of the Respondent for about a year and a half, testified, concerning a meeting on March 15, 1967, that he and two other employees, Hardenfelder and Mellito, were called into Vice President Koenigsberg's office, where Koenigsberg said:

"Sit down, make yourselves comfortable. I realize" —how did he put it to us—that we were taking the offensive against the Teamster Union and he guaranteed us that the Teamster Union wouldn't get in and back and forth. He said—how did he put it to us—he said we could move. "It's not a threat if things get bad." He said we could move, but it's not a threat, and back and forth was talk.

Henry Hardenfelder also an employee of the Respondent testified concerning the same meeting as follows:

Q. What did Mr. Koenigsberg say?

A. Mr. Koenigsberg upon — after we had entered his office made the statement that he wanted to know whether — if we were doing this to offset the — you know of our action — we were taking the action that we were to offset the Teamsters — Teamsters organizing campaign, and he said if we were, that he could — he would assure us that the Teamsters would never get in.

Q. Do you recall anything else that was said at the meeting?

A. Well, a lot of things were said, you know, in between, things that I recall, you know, but he said that—he said later—he referred to the fact later on, said "You know we do have other plans and we have to" —I am sorry. He said "This is not" —he started off with the statement "This is not a threat but you know we do have other plants and that we could move the work if we had to." Now he may not have exactly said that in that context but that was basically what he said.

From the foregoing uncontradicted testimony by DiGiamo and Hardenfelder which I credit, I find that the statements as alleged were made by Koenigsberg to the employees. In view of Koenigsberg's status as vice president and general manager at the time, and the fact that these statements were made in his office to employees, who were engaged in concerted organizing activity, I find under the circumstances that Koenigsberg interrogated and threatened the employees as alleged in the complaint, thereby interfering with, restraining, and coercing them in the exercise of activities protected by the Act, all in violation of Section 8(a)(1) of the Act.

Paul Cook, an employee of the Respondent for 2 years, testified that in April 1967, he indicated to his supervisor, Robert McGuire, that if he could not get a raise he would like to have a lateral transfer to

a department where he could make overtime. McGuire indicated that he would take it up with a Mr. Baker, who was McGuire's supervisor. According to Cook, later that day McGuire came back and told Cook that Cook was at the top of his rates already, that he could not "get anymore on that job" and could not be given a lateral transfer because there were no openings in other departments except for trainees. Cook testified that he asked McGuire why this could not be done, and that McGuire had stated to him "confidentially and off the record you should realize this is probably because it was union business." Cook testified that McGuire asked him not to repeat that to anyone, as it would only get him in trouble and he would have to deny it.

I credit the uncontradicted testimony of Cook and find that the statement was made by McGuire and that under the circumstances this statement, made by a supervisor of the Respondent, amounts to a threat that employees would not receive wage increases nor lateral transfers should they participate in union activities. I find this to be interference, restraint, and coercion of the Respondent's employees in the exercise of activities protected by the Act, in violation of Section 8(a)(1) of the Act.

C. The Alleged Unlawful Assistance and Support

The complaint alleges that on or about March 3, 1967, and on various other dates during the months of March, April, May, and June 1967, the Respondent Company by Joseph Beltrani, its supervisor, urged and solicited its employees to sign cards designating the Union as their representative for collective-bargaining purposes and urged and solicited its employees to join the Union. By these acts of Joseph Beltrani it is alleged that the Respondent Company rendered and is rendering unlawful assistance and support to a labor organization and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(2) of the Act.

Paul Cook testified that he was employed as a wireman by the Respondent Corporation and that in January and February 1967 he engaged in the distribution of cards on behalf of Local 1034 of the International Brotherhood of Teamsters, the distribution taking place mostly in the parking lot and in the plant. Cook testified that in the early part of April 1967 he had a conversation with Beltrani in the work area in the production engineering department sometime around 11 or 12 in the morning. Cook stated that Beltrani's question to him was, "If I were a Teamsters man or if I just wanted a union in the shop and my reply was my primary concern was to have a union in the shop." Cook testified further that Beltrani then asked him if he would vote for the IUE which a group of employees at that time were attempting to bring in the plant.

DiGiamo testified that sometime around April 1967, he and some of the other employees including Hardenfelder, Beltrani, Mellito, and Erali had a discussion in the plant concerning whether or not a union was needed and should be organized. According to DiGiamo they went ahead and tried to organize one. Beltrani was made spokesman, called up a Mr. Gaddy of the IUE and arranged a meeting at DiGiamo's house. This meeting took place about a week or two later and included a discussion of unions and problems in the shop. According to DiGiamo those attending signed union cards and received cards for distribution. Beltrani was present and later distributed one union card.

Beltrani himself testified that after the initial meeting with the IUE organizer he participated in the distribution of cards to employees but that while he discussed the signing of cards with employees on worktime he did not actually ask anyone to sign a card during worktime. It was conceded by the Respondent and I find that Beltrani was actively soliciting membership for the Union herein and urging employees to sign cards designating the Union as their collective-bargaining representative up until the time he was officially designated foreman in June 1967.

At the trial it was stipulated between the parties and I find that as of June 1967, Joseph Beltrani became a supervisor within the meaning of the Act. The question here to be considered is whether or not Beltrani was a supervisor within the meaning of the Act at the times prior to June 1967 which are material to the allegations of the complaint.

Testimony of record indicates that Beltrani was employed by the Respondent in June 1965 and, later, in August, assigned to the night shift as a leadman where he remained until April 1967 at which time he returned to the day shift. The testimony reveals that from August 1965 to April 1967 while Beltrani was on the night shift he was in charge of a group of about 20 employees, most of whom worked part time.

Vincent DiGiamo, who identified himself as a cousin of Joe Beltrani, testified that he secured his job at the Respondent Company by calling up Beltrani and telling him he was in need of work, whereupon Beltrani told him to come down and he was employed. DiGiamo testified that when he got to the plant he asked for Beltrani, was admitted, and with Beltrani filled out the employment application, discussed salaries, and went to work. According to DiGiamo, Beltrani put him down for \$2.75 an hour "if it was going to be approved or not he wasn't sure."

Q. As to the salary?

A. Yes, sir.

Q. Did he tell you you were hired?

A. Yes, sir.

Q. Did you go to work immediately?

A. Yes, sir.

DiGiamo testified that from the time he started to work he worked on the night shift about 4 or 5 months and that during this period of time he received his work assignments from Beltrani. He testified that he observed and overheard Beltrani receiving his orders from Sal Rando who was the day foreman. The night shift normally ran from 3:30 p.m. to 1 a.m. with Rando normally leaving between 4:30 and 5 p.m. According to DiGiamo, Rando, before leaving, would assign Beltrani the work and Beltrani would give it out to the employees. DiGiamo testified that Rando would not tell Beltrani who to assign the work to, but would let him know what were considered to be hot jobs. According to DiGiamo Koenigsberg, who was vice president of the Company, did not stay over into the night shift very often but perhaps once or twice a week and then he would stay until 6:30 or 7 o'clock, otherwise, there was no one else who gave Beltrani instructions. DiGiamo testified that if he had any problems with particular pieces of work he would ask Beltrani for information as did the other employees, that when he had to leave early he would tell Beltrani he was leaving, and that Beltrani instructed employees in how to perform various tasks. According to DiGiamo sometimes at night applicants for employment would come in and they would speak to Beltrani, several of them being put to work immediately. When Beltrani went from the night shift to the day shift, DiGiamo followed him, working along with Beltrani and Henry Hardenfelder, and receiving his work assignments from Beltrani.

In his testimony Beltrani stated that he was now general foreman of the Respondent, had previously been a foreman since June 1967, that prior to that time he had, since August 1965, been a group leader on the night shift. Beltrani testified that he had received prior authorization to hire DiGiamo from Koenigsberg with whom he had discussed the availability of DiGiamo and his background. After DiGiamo filled out the application, Beltrani, according to his version, had another talk with Koenigsberg as to the rate to be paid. Beltrani stated that he never had authority to hire on behalf of the Respondent until he became general foreman in September 1967. Beltrani also testified that he had discussed the hiring of Hardenfelder with Koenigsberg prior to the actual hiring and that as to Hardenfelder's request to be transferred to the day shift he had merely advised Koenigsberg of Hardenfelder's request. Beltrani, in effect, testified that he had nothing to do with the transfer of DiGiamo to the day shift.

I am convinced and find from ample, credited testimony of record that Joseph Beltrani was actually a supervisor within the meaning of the Act at the times material to the allegations of the complaint. Section 2(11) of the Act defines "supervisor" in the following manner:

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

The foregoing definition "is to be interpreted in the disjunctive . . . and the possession of any one of the authorities listed . . . places the employee invested with this authority in the supervisory class." *Ohio Power Company v. N.L.R.B.*, 176 F.2d 385, cert. denied 338 U.S. 899.

I have considered the testimony of DiGiamo and Hardenfelder, both of whom I credit as straightforward, in finding that Beltrani was vested with supervisory authority by the Respondent, and actually carried out such authority. *Meyers Bros. of Missouri, Inc.*, 151 NLRB 889, 899. I am also persuaded by the fact that I do not believe that the Respondent would have left approximately 20 employees of the wiring department, a major unit of production, without supervision during the night shift for the periods of time indicated on this record, and I am convinced that the Respondent relied on the immediate supervision of Beltrani during this period of time. The record shows that Beltrani exercised the power of assignment of work, actually employed applicants for employment on the spot, granted leave, evaluated the capabilities of the employees, and effectively recommended assignments and promotions in all of which he acted not in a merely routine or clerical manner but in the exercise of independent judgment. I was not convinced by the testimony of Beltrani in which he attempted in a guarded manner to portray his relationship to Koenigsberg and Rando as that of a highly skilled technical leadman who merely voiced opinions to management and made no recommendations.

Assuming, *arguendo*, that Beltrani was not in fact a supervisor as found hereinabove, I would nevertheless, in the case at hand, hold the Respondent responsible for his acts in the application of the principles discussed in *Pittsburgh Metal Lithographing Co., Inc.*, 158 NLRB 1126, wherein, adverting to the decision of the Supreme Court in *IAM, Tool and Die Makers Lodge No. 35 (Serrick Corp.) v. N.L.R.B.*, 311 U.S. 72, 79-80, it is pointed out that the Court stated:

Petitioners argument is that since these [lead] men were not supervisory their acts of solicitation were not coercive and not attributable to the employer.

The employer, however, may be held to have assisted the formation of a union even though

the acts of the so-called agents were not expressly authorized or might not be attributable to him on strict application of the rules of respondent superior. We are dealing here not with private rights . . . nor with technical concepts pertinent to an employer's legal responsibility to third persons for acts of his servants, but with a clear legislative policy to free the collective bargaining process from all taint of an employer's compulsion, domination, or influence. The existence of that interference must be determined by careful scrutiny of all the factors, often subtle, which restrain the employee's choice and for which the employer may fairly be said to be responsible. Thus, where the employees would have just cause to believe that solicitors professedly for a labor organization were acting for and on behalf of the management, the Board would be justified in concluding that they did not have the complete and unhampered freedom of choice which the Act contemplates.

Whether technically a supervisor or merely a group leader, Beltrani had, by his own testimony, been held out to the employees by Koenigsberg as the group leader. He interviewed applicants for employment, evaluated their capacity to perform the required tasks, recruited individuals for employment, actually put them to work, gave them work assignments, granted them leave, responsibly directed their work activity, and to all intents and purposes and for extensive periods of time appeared to employees as unmistakably management. Accordingly, whether Beltrani was or was not a supervisor, he was placed by management in a position to be identified as part of management by the employees and "to translate to them the policies and desires of management." *Valley Forge Flag Company*, 152 NLRB 1550.

Finally, the Respondent contends that it did not render assistance to the Union inasmuch as the position of the Respondent regarding the competing unions was "a plague on both your houses," pointing specifically to Beltrani's testimony concerning Koenigsberg's threat when he learned of Beltrani's union activity, that Beltrani would be discharged if he continued his activity. Since the alleged threat took place in a private conversation between Koenigsberg and Beltrani and was not communicated to the employees I do not find testimony of record to establish the fact that the Respondent through Koenigsberg or any other representative of management disclaimed Beltrani's assistance to the Union or apprised its employees of, or communicated to them its disapproval of, such activity when it came to the Respondent's notice.

Having found Beltrani to have been a supervisor within the meaning of the Act at the times material to the complaint, his conceded activity in urging the signing of cards by employees and soliciting

memberships for the Union herein under these circumstances constituted an interference with and hampering of the employees in their freedom of choice and I find that through these acts the Respondent interfered with, restrained, and coerced its employees in violation of Section 8(a)(1) of the Act and rendered unlawful assistance and support to the Union herein in violation of Section 8(a)(2) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent Company set forth in section III, above, occurring in connection with Respondent Company's operations described in section I, above, have a close, intimate, and substantial relationship 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

It having been found that the Respondent engaged in certain unfair practices I will recommend that it cease and desist therefrom and take certain affirmative action, including the posting of appropriate notices, designed to effectuate the policies of the Act, as amended.

Having found that the Respondent, Riker Video Industries, Inc., has rendered unlawful assistance to the Union in soliciting employees to join the Union and urging employees to sign union cards, it will be recommended that the Respondent cease and desist therefrom.

Having found that the Respondent interrogated its employees concerning their membership in, activities on behalf of, and sympathy in and for the International Union of Electrical Workers and Local 1034 of the Brotherhood of Teamsters and threatened its employees with removal of work from the plant and other reprisals if they became or remained members of the IUE and Local 1034 and if they gave any assistance and support to the aforesaid labor organizations, it will be recommended that the Respondent cease and desist therefrom.

Having found that the Respondent threatened its employees indicating that they would not receive wage increases and that their requests for lateral transfers would be denied if they became or remained members of Local 1034 or gave assistance and support to it, all of the foregoing constituting interference, restraint, and coercion in violation of Section 8(a)(1) of the Act, I will recommend that the Respondent be ordered to cease and desist therefrom.

Upon the basis of the foregoing findings of fact and upon the entire record in this case, I make the following:

CONCLUSIONS OF LAW

1. The Respondent, Riker Video Industries, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Union of Electrical, Radio and Machine Workers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. Local 1034, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America is a labor organization within the meaning of Section 2(5) of the Act.

4. By urging its employees to sign union authorization cards and soliciting employees to join the International Union of Electrical, Radio and Machine Workers, AFL-CIO, the Respondent has engaged in and is engaging in conduct which interferes with, restrains, and coerces its employees in their exercise of activities protected by the Act in violation of Section 8(a)(1) of the Act and renders unlawful assistance to the aforesaid Union in violation of Section 8(a)(2) of the Act.

5. By interrogating its employees concerning their membership in, activities on behalf of, and sympathy in and for the International Union of Electrical Workers and Local 1034 of the Brotherhood of Teamsters, by threatening its employees with removal of work from the plant and other reprisals if they became or remained members of the IUE and Local 1034, and if they gave any assistance and support to the aforesaid labor organizations; by threatening that employees would not receive wage increases and their requests for lateral transfer would be denied if they became or remained members of Local 1034 and if they gave any assistance and support to it, the Respondent has interfered with, restrained, and coerced its employees in the exercise of activities protected by the Act and has violated Section 8(a)(1) of the Act.

RECOMMENDED ORDER

Upon the basis of the foregoing findings and conclusions and upon the entire record in this case, it is recommended that the Respondent, Riker Video Industries, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interrogating employees about their union activities and those of other employees.

(b) Threatening to remove work from the plant, the denial of wage increases and lateral transfers, and other reprisals against employees because of their union activities and sympathies.

(c) Urging and soliciting employees to sign union cards and to join the International Union of Electrical, Radio and Machine Workers, AFL-CIO.

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the Interna-

tional Union of Electrical, Radio and Machine Workers, AFL-CIO, and Local 1034, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in any other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

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

(a) Post at its Hauppauge, New York, place of business, copies of the attached notice marked "Appendix."¹ Copies of said notice, on forms provided by the Regional Director for Region 29, after being duly signed by the Respondent's representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify said Regional Director, in writing, within 20 days from the receipt of this Decision, what steps have been taken to comply herewith.²

¹ In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order."

² In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

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

WE WILL NOT interrogate employees about their union activities or those of other employees.

WE WILL NOT threaten to remove work from the plant, to deny wage increases and lateral transfers, or other reprisals against employees because of their union activities and sympathies.

WE WILL NOT urge and solicit our employees to sign union cards and to join any specific labor union.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the International Union of Electrical, Radio and Machine Workers, AFL-CIO, and Local 1034, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

RIKER VIDEO INDUSTRIES,
INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

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

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 16 Court Street, 4th Floor, Brooklyn, New York 11201, Telephone 596-5386.