

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Longy School of Music of Bard College

**Cases 01-CA-086689,
01-CA-096044**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all former employees who were employed at any time since July 1, 2012. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work on the Cambridge, Massachusetts campus of the Longy School of Music of Bard College.. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region One of the National Labor Relations Board in Case(s) 1-CA-086689 and 1-CA-096044." The Charged Party will forward a copy of that e-mail, with all of the recipient's e-mail addresses, to the Region's Compliance Officer at claire.powers@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations set forth in the Complaint that issued in the above-captioned case(s) on June 28, 2013 and does not settle any other case(s) or matters. More specifically, this Agreement does not settle the allegation in Case 1-CA-086689 that a faculty member was dismissed by the Charged Party in violation of Section 8(a)(3) of the Act, which by letter dated January 30, 2013, was administratively deferred for

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arbitration in accordance with the National Labor Relations Board's decision in Collyer Insulated Wire, 192 NLRB 837, and pursuant to "Arbitration Deferral Policy Under Collyer Revised Guidelines" publicly issued by the General Counsel on May 10, 1973. That allegation, which was deferred to the parties' grievance-arbitration mechanism, is unaffected by this Agreement and remains pending. This Agreement does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____	No _____
Initials	Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.


The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on June 28, 2013 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such

CAH

complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act

Charged Party		Charging Party	
LONGY SCHOOL OF MUSIC OF BARD COLLEGE		LONGY FACULTY UNION, AMERICAN FEDERATION OF TEACHERS MASSACHUSETTS, LOCAL 6484	
By: Name and Title	Date	By: Name and Title	Date
		 CLAYTON HOENER PRESIDENT, LONGY FACULTY UNION	9/25/13
Recommended By:	Date	Approved By:	Date
GENE SWITZER, Field Attorney		Regional Director, Region 1	

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(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail or refuse to bargain collectively and in good faith with the Longy Faculty Union, American Federation of Teachers, Massachusetts Local 6484 (the Union) as the exclusive collective-bargaining representative of the following employees (the Unit):

All faculty currently teaching, and who have a weekly average of at least three benefit units in one of the last two fiscal years, excluding all other employees; visiting faculty, administrators, confidential employees, office clerical employees, managers, guards, and supervisors as defined in the Act.

WE WILL NOT change your wages, hours and working conditions without first notifying and bargaining with the Union concerning such changes.

WE WILL NOT make any changes associated with attendance record keeping, master classes, requesting permission to teach on a given day and program instruction times, without first notifying and bargaining with the Union.

WE WILL NOT fail or refuse to continue in effect all the terms and conditions of our collective-bargaining agreement with the Union including Appendix D of our agreement concerning the negotiation of reappointment criteria.

WE WILL NOT prohibit Unit employees from discussing your wages, hours and working conditions with each other and with others, including proposed changes to our programs and curriculum.

WE WILL NOT in any similar way interfere with your rights under Federal law described above.

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WE WILL bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our Unit employees, and continue in effect all terms of our collective bargaining agreement with the Union.

WE WILL meet and bargain with the Union over reappointment criteria at Labor Management Committee Meetings.

WE WILL, at the Union's request, rescind the policy that requires faculty to request permission to teach on a given day and the July 14, 2012 master class policy, and bargain with the Union concerning any future changes to such policies.

**LONGY SCHOOL OF MUSIC OF BARD
COLLEGE**

(Employer)

Dated:

By:

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

10 Causeway St Fl 6
Boston, MA 02222-1001

Telephone: (617)565-6700

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