UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FIRST REGION

In the Matter of THE LONGY SCHOOL OF MUSIC and AMERICAN FEDERATION OF TEACHERS, MASSACHUSETTS	CASES 1-CA-46304 1-CA-46337 1-CA-46338 1-CA-46472

ORDER CONSOLIDATING CASES, AMENDED CONSOLIDATED COMPLAINT AND FURTHER NOTICE OF HEARING

Upon a charge filed on August 9, 2010, as amended on October 13, 2010, by the American Federation of Teachers, Massachusetts, herein called the Union, a Complaint and Notice of Hearing issued on October 13, 2010, against The Longy School of Music, herein called Respondent, in Case 1-CA-46304. On October 14, 2010, an Amended Complaint and Notice of Hearing issued in Case 1-CA-46304, and on November 10, 2010, an Amendment to the Amended Complaint issued in Case 1-CA-46304. The Union has further charged in Cases 1-CA-46337, 1-CA-46338, and 1-C-46472, that Respondent has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151, et seq., herein called the Act.

Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, **ORDERS** that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations,

issues this Order Consolidating Cases, Amended Consolidated Complaint and Further Notice of Hearing and alleges as follows:

1. (a) The charge in Case 1-CA-46304 was filed by the Union on August 9, 2010, and a copy was served by regular mail on Respondent on August 9, 2010.

(b) The amended charge in Case 1-CA-46304 was filed by the Union on October 13, 2010, and a copy was served by regular mail on Respondent on October 13, 2010.

(c) The charge in Case 1-CA-46337 was filed by the Union on August 31, 2010, and a copy was served by regular mail on Respondent on August 31, 2010.

(d) The charge in Case 1-CA-46338 was filed by the Union on August 31, 2010, and a copy was served by regular mail on Respondent on August 31, 2010.

(e) The amended charge in Case 1-CA-46338 was filed by the Union on November 30, 2010, and a copy was served by regular mail on Respondent on December 1, 2010.

(f) The charge in Case 1-CA-46472 was filed by the Union on October 26, 2010, and a copy was served by regular mail on Respondent on October 26, 2010.

2. At all material times, Respondent, a private non-profit educational institution, with an office and place of business in Cambridge, Massachusetts, herein called Respondent's Cambridge facility, has been engaged in the business of operating a degree-granting Conservatory of Music and a Community Programs Division offering musical education programs to students of all ages.

3. (a) During the calendar year ending December 31, 2009, Respondent, in conducting its business operations described above in paragraph 2, derived gross revenues, excluding contributions which, because of limitations by the grantor, are not available for operating expenses, in excess of $1 million.

(b) During the calendar year ending December 31, 2009, Respondent, in conducting its business operations described above in paragraph 2, purchased and received at its Cambridge facility goods valued in excess of $5,000 directly from points outside the Commonwealth of Massachusetts.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Karen Zorn	----	President/CEO
Kalen Ratzlaff	----	Chief of Staff/Director of Human Resources and Information Systems
Wayman Chin	----	Dean, Conservatory
Miriam Eckelhoefer	----	Director, Community Programs
Howard Levy	----	CFO
Christine Paul	----	Director of Communications/Interim VP of Institutional Advancement (until May 27, 2010)
Steven Tremble	----	Vice President Institutional Advancement (since April 1, 2010)
Holly Marshall	----	Registrar
Denis Cycan	----	Director of Operations

7. (a) On about March 5, 2010, at an all-faculty meeting in the auditorium at Respondent's Cambridge facility, Respondent, by Karen Zorn:

i) Implied to employees that it would be futile for them to continue to support the Union or to have a union represent them in collective-bargaining; and

ii) Impliedly threatened employees with unspecified reprisals if they supported the Union and were not loyal to Respondent.

(b) On about April 23, 2010, Respondent, by Miriam Eckelhoefer, by e-mail, engaged in the surveillance of employees and interrogated employees by asking an employee for the names of all faculty members scheduled to engage in protected concerted activity and/or union activity on behalf of the Union at the Harvard Square Business Association's Mayfair event on May 2, 2010.

(c) On or about April 23, 2010, and continuing though the end of April 2010, Respondent, by Miriam Ecklehoefer and Kalen Ratzlaff, through e-mail communications with event organizers, interfered with the Union's participation in the Harvard Square Business Association's Mayfair event scheduled for May 2, 2010.

(d) On or about April 27, 2010, Respondent, by letter to the Union, threatened unspecified threats of legal action against the Union and employees because they planned to perform at the Harvard Square Business Association's Mayfair event scheduled for May 2, 2010.

8. (a) On about March 11 and 12, 2010, Respondent, by individual letters addressed to employees, took the following actions against employees employed in the Unit described below in paragraph 10:

i) Removed its employee Spencer Aston from his position as Community Programs Chair of Woodwinds and Brass, effective June 1, 2010;

ii) Removed its employee Clayton Hoener from his position as Community Programs Chair of the Strings Department, effective June 1, 2010;

iii) Removed its employee Lisa Lederer from her position as Director of the Suzuki Program, effective June 1, 2010;

iv) Removed its employee Eleanor Perrone from her position as Community Programs Chair of the Piano Program and as Coordinator of the PY185 Performance Workshop for Pianists, effective June 1, 2010;

v) Removed its employee Marta Zurad from her position as Community Programs Chair of Large Ensembles, effective June 1, 2010;

vi) Terminated the employment of its employees Holly Barnes, Faina Bryanskaya, Eileen Hutchins, Eugene Kim, Dianne Pettipaw, Sally Pinkas, Sophie Vilker, and John Ziarko, effective September 1, 2010;

vii) Removed its employees Elizabeth Anker, Deborah Beers, D'Anna Fortunato, Sandra Hebert, Clay Hoener, Jean Rife, Emily Romney, and Shizue Sano from teaching duties they had previously performed for the Employer in the Conservatory, effective at the beginning of the 2010-2011 academic school year;

viii) Removed its employees Peter Aldins, Leslie Amper, Anton Belov, Laura Bossert, Paul Brust, Phoebe Carrai, Olivia Cheever, Jonathan Cohler,

Anne Elvins, Eric Entwistle, Douglas Freundlich, Randall Hodgkinson, Robert Honeysucker, Terry King, Ginny Latts, Dana Maiben, Takaaki Masuko, Laurie Monahan, Vanessa Mulvey, David Patterson, Ken Pierce, Eric Rosenblith, Ben Schwendener, Julie Scolnik, Jayne West, and Noriko Yasuda from teaching duties they had previously performed in the Community Programs Division, effective at the beginning of the 2010-2011 academic school year; and

ix) Removed its employees Thomas Enman, Frances Fitch, Na'ama Lion, Carol Moylan, Janet Packer, Michelle Shoemaker, and Jane Struss from teaching duties they had previously performed in the Community Programs Division, effective at the beginning of the 2010-2011 academic school year.

(b) In about early July 2010, a more precise date being presently unknown to the Acting General Counsel, Respondent changed the amount it contributed to the health care insurance premiums of its employees Clayton Hoener and Lisa Lederer and the way it deducted employee contributions from their paychecks.

(c) On about September 10, 2010, Respondent changed long-standing room assignments for some faculty members, with the result that certain Union supporters, including its employees Elizabeth Anker, Deborah Beers, and Clayton Hoener, were moved to basement classrooms.

(d) On about September 10, 2010, Respondent instituted a fee to its employees Clayton Hoener and Lisa Lederer for under-enrolled classes attended by their dependent, contrary to the established practice of permitting such dependents to attend classes held by Respondent without a fee.

9. Respondent engaged in the conduct described above in paragraph 8 because its employees formed, joined, and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

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

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.

11. On January 20, 2010, a representation election was conducted among employees in the Unit and, on February 1, 2010, the Union was certified as the exclusive collective-bargaining representative of the Unit.

12. At all times since January 20, 2010, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

13. On February 12, 2010, the Union, by Business Agent Diane Frey, by letter to President/CEO Zorn, requested that Respondent meet for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of the Unit.

14. (a) About February 15, 2010, Respondent, by e-mail from President/CEO Zorn to employees, announced that a meeting with Unit employees would be held on March 5, 2010, to announce significant developments at Respondent and the implementation of unspecified "strategic initiatives."

(b) The significant developments and strategic initiatives referred to above in subparagraph 14(a), and described below in paragraph 18, relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) On about February 23, 2010, the Union, by letter, requested that Respondent bargain in good faith about any changes in working conditions before it announced them on March 5, 2010.

15. On about March 2, 2010, Respondent, by letter, refused to either meet with or bargain with the Union about the changes it planned to announce on March 5, 2010.

16. (a) On about March 5, 2010, Respondent, by President/CEO Zorn, at an all-faculty meeting, informed Unit employees that Respondent had made changes in terms and conditions of

employment to be effective the following school year and that each individual employee would receive a letter before about March 15, 2010 setting forth what would happen to his or her job.

(b) The changes in terms and conditions of employment to be effective the following school year referred to above in subparagraphs 14(a) and 16(a), and described below in paragraph 18, relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

17. On about March 12, 2010, Respondent, at a collective-bargaining session with the Union, informed the Union that Respondent would not bargain about its decisions to change terms and conditions of employment referred to above in paragraphs 14 and 16, and described below in paragraph 18, and would not provide the Union prior notice of the changes it was issuing to employees by the individual letters also referred to above in paragraph 16.

18. (a) On about March 11, 2010 and March 12, 2010, by individual letters addressed to each employee, Respondent informed Unit employees that Respondent had made the following changes to their terms and conditions of employment:

(i) The following employees were told their positions would no longer include work performed as Chairs/Coordinators in the Community Programs Division, effective June 1, 2010: Spencer Aston, Clay Hoener, Lisa Lederer, Eleanor Perrone, and Marta Zurad;

(ii) The following employees were told their employment would be terminated entirely, effective September 1, 2010: Holly Barnes, Faina Bryanskaya, Eileen Hutchins, Eugne Kim, Dianne Pettipaw, Sally Pinkas, Sophie Vilker, and John Ziarko;

(iii) The following employees were told their positions would no longer include performing work in the Conservatory, effective at the beginning of the 2010-2011 academic school year: Elizabeth Anker, Deborah Beers, D'Anna Fortunato, Sandra Hebert, Clay Hoener, Emily Romney, and Shizuè Sano;

(iv) Jean Rife was told she could no longer teach modern French Horn in the Conservatory and was reassigned to the Early Music Program to teach only Baroque Horn, effective at the beginning of the 2010-2011 academic school year;

(v) The following employees were told their positions would no longer include performing work in the Community Programs Division, effective at the beginning of the 2010-2011 academic school year: Peter Aldins, Leslie Amper, Anton Belov, Laura Bossert, Paul Brust, Phoebe Carrai, Olivia Cheever, Jonathan Cohler, Anne Elvins, Eric Entwistle, Douglas Freundlich, Randall Hodgkinson, Robert Honeysucker, Terry King, Ginny Latts, Dana Maiben, Takaaki Masuko, Laurie Monahan, Vanessa Mulvey, David Patterson, Ken Pierce, Eric Rosenblith, Ben Schwendener, Julie Scolnik, Jayne West, and Noriko Yasuda; and

(vi) The following employees were told that, following their placement in the bargaining unit, they would no longer be able to engage in teaching duties they had previously performed in the Community Programs Division, effective at the beginning of the 2010-2011 academic school year: Thomas Enman, Frances Fitch, Na'ama Lion, Carol Moylan, Janet Packer, Michelle Shoemaker, and Jane Struss.

(b) The subjects set forth above in subparagraph 18(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

19. (a) On about June 1, 2010, Respondent implemented the changes described above in subparagraph 18(a)(i).

(b) On about September 1, 2010, Respondent implemented the changes described above in subparagraphs 18(a)(ii), 18(a)(iii), 18(a)(iv), 18(a)(v), and 18(a)(vi).

20. (a) On about March 5, 2010, Respondent announced it would remove the work of the Community Programs Chair/Coordinators from the Unit and assign it to management positions.

(b) On about June 1, 2010, Respondent removed the work of the Community Program Chairs/Coordinators from the bargaining unit and assigned it to management positions.

(c) The subjects set forth above in subparagraphs 20(a) and (b) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

21. (a) On about June 1, 2010, Respondent, by letter from Kalen Ratzlaff, informed Unit employees that their health insurance carrier, premiums, and certain benefits had been changed, effective July 1, 2010.

(b) On about July 1, 2010, Respondent changed the health insurance carrier, premiums, and certain benefits for Unit employees.

(c) In about early July 2010, a more precise date being presently unknown to the Acting General Counsel, Respondent changed the amount it contributed to the health care insurance premiums of Unit employees Clayton Hoener and Lisa Lederer and the way in which it deducted employee contributions from their paychecks.

(d) The subjects set forth above in subparagraphs 21(a), (b), and (c) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

22. (a) On or about July 2010, a more precise date being presently unknown to the Acting General Counsel, Respondent changed the minimum enrollment numbers for certain classes.

(b) On about September 10, 2010, Respondent changed long-standing room assignments for some faculty members, with the result that certain Union supporters, including Unit employees Elizabeth Anker, Deborah Beers, and Clayton Hoener, were moved to basement classrooms.

(c) On about September 10, 2010, Respondent, by e-mail from Holly Marshall, communicated a decision to charge Unit employees a fee for under-enrolled classes attended by their dependents, contrary to the established practice of permitting such dependents to attend classes held by Respondent without charging a fee.

(d) On about September 10, 2010, Respondent changed the manner in which it assigned performance space to Unit employees.

(e) On about September 23, 2010, when faced with a number of classes that were under enrolled, Respondent, by e-mail from Holly Marshall, asked certain Unit employees to make an election between accepting cancellation of their under enrolled class, or taking a pay cut to teach the class, as scheduled.

(f) The subjects set forth above in subparagraphs 22(a), (b), (c), (d), and (e) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

23. (a) On about March 5, 2010, Respondent, by Karen Zorn, at a full-faculty meeting, bypassed the Union and dealt directly with Unit employees by announcing changes in terms and conditions of employment as a *fait accompli*.

(b) On about March 11 and 12, 2010, by individual letters to each employee, Respondent, by Karen Zorn, Wayman Chin, and Miriam Eckelhoefer, bypassed the Union and dealt directly with Unit employees by telling employees their terms and conditions of employment had been unilaterally changed, and offering to discuss concerns directly with employees.

(c) In about mid-summer 2010, a more precise date being presently unknown to Acting General Counsel, Respondent, by Kalen Ratzlaff, bypassed the Union and dealt directly with Unit employees by announcing in writing that it would be reinstating the practice of conducting annual performance evaluations.

(d) On or about September 14, 2010, Respondent, by Wayman Chin, bypassed the Union and dealt directly with Unit employees by announcing that it would be reinstating the practice of conducting annual performance evaluations, using a simpler and more stream-lined evaluation procedure.

(e) On about September 20, 2010, Respondent, by e-mail from Denis Cycan, bypassed the Union and dealt directly with Unit employees by announcing that it was going to reallocate the closet/storage space used by its employees.

(f) On about September 23, 2010, Respondent, by e-mail from Holly Marshall, bypassed the Union and dealt directly with Unit employees by asking faculty members to make an election between accepting cancellation of an underenrolled class, or taking a pay cut to teach the class, as scheduled.

(g) The terms and conditions of employment referred to above in subparagraphs 23(a) through (f) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

24. Respondent engaged in the conduct described above in paragraphs 14 through 23 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

25. At various times during the months of March through November 2010, Respondent and the Union met for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of the Unit.

26. During the time period described above in paragraph 25, above, Respondent:

(a) met for the purpose of collective-bargaining with no intention of reaching agreement with the Union;

(b) failed and refused to proffer any proposals of its own, while refusing to accept any of the Union's proposals;

(c) made counterproposals on only two articles proposed by the Union, i.e., personnel files and non-discrimination;

(d) stated an unwillingness to reach agreement on any of the Union's proposals unless and until the Union presented a "complete contract" proposal;

(e) diverted attention from bargaining for an initial collective-bargaining agreement by announcing and implementing the unilateral changes in terms and conditions of employment, described above in paragraphs 14, 16, 18, 19, 20, 21, 22, and 23;

(f) failed to deliver Respondent proposals, as promised, on October 15, 2010;

(g) cancelled the bargaining session scheduled for October 15, 2010; and

(h) walked out mid-way through the bargaining session on October 22, 2010, stating that Respondent would not submit proposals until November 19, 2010, and would not meet with the Union until on or after November 22, 2010.

27. By its overall conduct, including the conduct described above in paragraphs 7, 8, and 9, and 14 through 26, Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit.

28. By the conduct described above in paragraph 7, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(l) of the Act.

29. By the conduct described above in paragraphs 8 and 9, Respondent has been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

30. By the conduct described above in paragraphs 14 through 27, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) of the Act.

31. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 7 through 30, the Acting General Counsel seeks an Order requiring Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry*, as the recognized bargaining representative in the appropriate Unit.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 7 through 30, the Acting General Counsel seeks an Order requiring Respondent to: (1) bargain on request within 15 days of a Board Order; (2) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining; (3) prepare written bargaining progress reports every 15 days and submit them to the Regional Director and also serve the reports on the Union to provide the Union with an opportunity to reply; and (4) make whole employee negotiators for any earnings lost while attending bargaining sessions.

WHEREFORE, as part of the remedy for the unfair labor practice(s) alleged above in paragraphs 7 through 30, the Acting General Counsel seeks an Order requiring that Respondent promptly have its representative read the notice to the employees on worktime and e-mail the notice to employees consistent with Employer's normal method of communicating with employees.

The Acting General Counsel seeks a restoration of the *status quo ante* and such other relief as may be appropriate to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the amended consolidated complaint. The answer must be received by this office on or before **December 17, 2010**, or postmarked on or before **December 16, 2010.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's/Website. In order to file an answer electronically, access the Agency's website at http://www.nlrb.gov, click on the **E-Gov tab**, select **E-Filing**, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the

required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **January 24, 2011**, at **11:00 a.m.**, and on consecutive days thereafter until concluded, at the Thomas P. O'Neill Jr. Federal Building, 10 Causeway Street, 6th Floor, Boston, Massachusetts 02222, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Boston, Massachusetts, this 3rd day of December 2010.

Ronald S. Cohen, Acting Regional Director
National Labor Relations Board
First Region
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Sixth Floor
Boston, Massachusetts 02222-1072

FORM NLRB-4668
(4-05)

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

(OVER)

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

Form NLRB-4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases: 1-CA-46304; 1-CA-46337; 1-CA-46338; & 1-CA-46472

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hours, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b);

(2) Grounds must be set forth in ***detail***;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of the parties must be ascertained in advance by the requesting party and set forth in the request; ***and***

(5) Copies must be simultaneously served on all parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Karen Zorn, President
The Longy School of Music
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Certified No. 7008 1140 0003 1127 8599

Haidee Morris, General Counsel
American Federation of Teachers
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