

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

TEMPLE UNIVERSITY GRADUATE STUDENTS' :
ASSOCIATION, AFT, LOCAL 6290 :
v. : Case No. PERA-C-24-119-E
TEMPLE UNIVERSITY :

FINAL ORDER

Temple University (University) filed timely exceptions and a supporting brief with the Pennsylvania Labor Relations Board (Board) on March 12, 2025, challenging a Proposed Decision and Order (PDO) issued on February 20, 2025. The University excepts to the Hearing Examiner's conclusion that it violated Section 1201(a)(1) of the Public Employee Relations Act (PERA) by failing to provide full productions of the thesis plays of graduate student playwrights Jolie Glickman and Peter Chansky after they had engaged in a strike. The Temple University Graduate Students' Association, AFT, Local 6290 (Association) filed an answer to the exceptions on April 1, 2025. Pursuant to an extension granted by the Secretary of the Board, the Association filed a brief in opposition to exceptions on May 1, 2025. After a thorough review of the record, the Board makes the following:

AMENDED FINDING OF FACT

28. Temple produces non-student plays. Six of the 12 productions for the 24-25 academic year are student thesis plays. Ms. Glickman is currently working with a faculty director named Amina Robinson for the workshop production of her thesis play. Mr. Chansky is working with the faculty Head of Directing Marcus Giamatti for the workshop production of his thesis play for which "minimal" props are available. (N.T. 49-51, 71-74, 86-89; UX-3).

DISCUSSION

The findings relevant to the exceptions are summarized as follows. Jolie Glickman and Peter Chansky have been teaching assistants at the University since the fall of 2022, when they began matriculating in the University's Master of Fine Arts (MFA) program in playwriting. Ms. Glickman and Mr. Chansky will graduate with their terminal MFA degree in the spring of 2025. (FF 5, 7).

The MFA in Theater is currently a 10-student cohort program consisting of 2 playwrights, 2 directors, and 6 musical theater students who all are teaching assistants within the Association's bargaining unit. (FF 9, 11, 12). All 10 graduate students started the MFA program together and will graduate at the end of the 2024-2025 academic year. (FF 9). The published University Bulletin provides that the culminating event for graduating with an MFA in playwriting is the student's full-length thesis play. However, a full production of the student playwright's thesis play is not required for the MFA in playwriting. A full production is not a condition of employment for the student playwrights as teaching assistants. (FF 13).

Professor Fred Duer, the Theater Department Chair at the University, developed the current cohort program at the University that began in the fall

of 2022. (FF 3, 10). As the Department Chair, Professor Duer manages and schedules classes, hires adjuncts and faculty, and develops and manages production budgets. (FF 3). In order to graduate with an MFA in Directing, the student directors are required to direct a full production of a play of their choice. (FF 13; Union Exhibit 2). When creating the current cohort program, Professor Duer did not envision that the 2 playwrights and 2 directors in the cohort would all work on separate full productions. Instead, Professor Duer created the program in the hope of encouraging the student directors and student playwrights to work together and collaborate on full productions of the student playwrights' thesis plays. (FF 32). With this goal of collaboration in mind, Professor Duer indicated to Ms. Glickman and Mr. Chansky that they could receive a full production of their thesis plays if they were accepted into the MFA program. (FF 14, 15).

From the end of January 2023 into March 2023, the bargaining unit teaching assistants employed by the University engaged in a strike. Mr. Chansky and Ms. Glickman along with 3 musical theater students in the cohort engaged in the strike. One of the MFA student directors (Taylor Harlow) engaged in the strike, but the other MFA student director (Ontaria Wilson) did not. (FF 8, 22). During the third week of the strike Ms. Glickman had an interaction with Ms. Wilson that "did not go well." Ms. Glickman had written a letter to convince the non-striking MFA students in the cohort to join the strike. The letter indicated that non-strikers were standing in opposition to consequential theater. Ms. Glickman gave the letter to Ms. Wilson who was offended by the letter. Thereafter, Ms. Glickman was informed that Ms. Wilson would not work with her. (FF 23).

In the fall of 2023, Ms. Glickman had a meeting with Professor Duer, in which he informed her that she would be receiving a workshop production of her thesis play instead of a full production. (FF 26). On January 24, 2024, Ms. Glickman and Mr. Chansky met with the head of playwriting, Professor Jenny Stafford, to learn the reason why their thesis plays would not be receiving a full production. (FF 4, 29). Professor Stafford informed them that they could not work with the student directors because of the conflict that occurred during the strike. (FF 29).

Professor Duer explained at the hearing that after receiving complaints about tensions between students in the cohort over participation in the strike, he decided that he would not force students in the cohort to work together because such collaboration would not be conducive for artistic productions if 2 students are not agreeing. He indicated that he did not believe that he could have the student directors direct the student playwrights' plays because of the fracture in the cohort. With that decision, 2 productions became 4 productions and that many productions could not be planned, designed, rehearsed, and coordinated for full productions. Therefore, Professor Duer, along with other members of the Theater Department, decided that the student directors would direct 2 full productions, as required to earn their MFA, and that faculty directors would direct workshop productions of Ms. Glickman's and Mr. Chansky's thesis plays. (FF 13, 24, 29, 31).

Six of the 12 productions for the 2024-2025 academic year are student thesis plays. At the time of the hearing, Ms. Glickman was working with a faculty director named Amina Robinson for the workshop production of her thesis play. Mr. Chansky was working with the faculty Head of Directing, Marcus Giamatti, for the workshop production of his thesis play. (FF 28).

The Association filed its Charge of Unfair Practices on May 24, 2024, alleging that the University violated Section 1201(a)(1) and (3) of PERA by refusing to permit Ms. Glickman and Mr. Chansky to participate in a full production of their thesis plays in retaliation for engaging in the teaching assistants' strike. On June 10, 2024, the Secretary of the Board issued a Complaint and Notice of Hearing and assigned this matter to a Hearing Examiner. A hearing was held on October 30, 2024, at which time the parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. Both parties filed post-hearing briefs.

In the PDO, the Hearing Examiner initially concluded that, although the complained of conduct affected the playwright students' academic relationship with the University, the Board had jurisdiction to determine whether the University retaliated against the playwright students for engaging in the teaching assistants' strike and whether its actions would tend to coerce a reasonable employee in engaging in protected activity. In that respect, the Hearing Examiner determined that the Association failed to prove a violation of Section 1201(a)(3) of PERA because the University did not take any adverse employment action against Ms. Glickman or Mr. Chansky.¹ However, the Hearing Examiner further determined that the University's decision to change the playwrights' thesis plays from full productions to workshop productions was intended to punish Ms. Glickman and Mr. Chansky for engaging in the strike. Even if intent were not present, the Hearing Examiner went on to conclude that the University's actions would tend to coerce a reasonable employee in engaging in protected activity and that the University's reasons for its actions did not outweigh the coercive affect on the protected rights of bargaining unit teaching assistants. By way of remedy, the Hearing Examiner ordered the University to provide full productions of Ms. Glickman's and Mr. Chansky's thesis plays.

In its exceptions, the University initially alleges that the Hearing Examiner erred in concluding that the Board has jurisdiction over the Association's underlying claims because the Theater Department's decision to change the student playwrights' thesis plays from full productions to workshop productions is unrelated to their terms and conditions of employment as teaching assistants. Pursuant to Section 1301 of PERA, the Board has exclusive jurisdiction "to prevent any person from engaging in any unfair practice listed in [Section 1201] of [PERA]." 43 P.S. § 1101.1301. The Association alleged in its Charge of Unfair Practices that the University's actions would have a tendency to coerce teaching assistants from engaging in protected activity in violation of Section 1201(a)(1) of PERA. Contrary to the University's assertion, Section 1201(a)(1) does not require that the complained of action affect an employee's terms and conditions of employment, but rather, that it "interfere[es], restrain[s], or coerc[es] employes" in exercising their rights under Section 401 of PERA. 43 P.S. § 1101.1201(a)(1). Therefore, the Board has jurisdiction to make a determination on the allegations set forth in the Association's Charge.

The University further alleges that the Hearing Examiner erred in stating in Finding of Fact (FF) 28 that "[o]f the 6 student playwrights, Ms. Glickman and Mr. Chansky were the only 2 that engaged in the strike"

¹ The Association has not filed exceptions to the Hearing Examiner's dismissal of its allegation under Section 1201(a)(3) of PERA. 34 Pa. Code § 95.98(a)(3) ("[a]n exception not specifically raised shall be waived").

because it is not supported by the record. For purposes of the exceptions, the Hearing Examiner's Findings of Fact will be sustained by the Board where there is substantial evidence in the record to support the finding. Pennsylvania State Rangers Association v. Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, 45 PPER 1 (Final Order, 2013). Substantial evidence is such "relevant evidence as a reasonable mind might accept as adequate to support a conclusion." PLRB v. Kaufman Department Stores, 29 A.2d 90 (Pa. 1942). Upon review of the record, the Board finds that FF 28 does not accurately reflect the evidence of record demonstrating that there are only 2 playwrights in the University's MFA program. Therefore, the University's exception is granted and the second sentence in FF 28 concerning the number of playwrights shall be deleted.²

The University additionally argues that the Hearing Examiner erred in concluding that it violated Section 1201(a)(1) of PERA because it provided a legitimate non-pretexual reason for providing a workshop production of the playwrights' thesis plays instead of a full production. The Board will find that an independent violation of Section 1201(a)(1) has occurred where, in light of the totality of the circumstances, "the employer's actions have a tendency to coerce a reasonable employee in the exercise of protected rights." Fink v. Clarion County, 32 PPER ¶ 32165 at 404 (Final Order, 2001). Actual coercion of the employees and improper motive on the part of the public employer need not be shown in order to find a violation of Section 1201(a)(1). Westmont-Hilltop Education Association v. Westmont-Hilltop School District, 24 PPER ¶ 24066 (Final Order, 1993).

The Board will first address whether the University's actions, on its face, would tend to coerce a reasonable teaching assistant from engaging in protected activity such as the teaching assistants' strike. Here, Professor Duer testified that he created the current cohort program to encourage the student directors and student playwrights to work together and collaborate on full productions of the student playwrights' thesis plays, but that he did not intend for the 2 playwrights and 2 directors in the cohort to all work on separate full productions. (FF 32, N.T. 106-107). Professor Duer's plan of having the student directors and student playwrights work together did not come to fruition due to an interaction between Ms. Glickman and Ms. Wilson, which "did not go well," leaving Ms. Wilson offended to the point that she did not want to work with Ms. Glickman. (FF 23). Once Professor Duer received complaints about tensions between students in the cohort over participation in the strike, he decided that he would not force students in the cohort to work together. On January 24, 2024, Professor Stafford explained to Ms. Glickman and Mr. Chansky that they would not receive full productions of their thesis plays because they could not work with the student directors due to the conflict that happened within the cohort during the strike. (FF 29). However, Professor Duer testified that nothing prohibited the student directors from choosing to direct the student playwrights' thesis plays. (N.T. 110). A review of the record shows that both student directors chose

² The University also excepts to the Hearing Examiner's FF 10, 24, and 27 concerning what constitutes a "full production" and a "workshop production" as not being supported by the record. The Board declines to amend these findings as they are not necessary or relevant for the disposition of this matter. Page's Department Store v. Velardi, 346 A.2d 556 (Pa. 1975) (Hearing Examiner must set forth those findings that are relevant and necessary to support the conclusion reached).

not to direct the thesis plays of Ms. Glickman or Mr. Chansky. (Union Exhibit 3).

Further, per the published University Bulletin, the culminating event for graduating with an MFA in playwriting is the student's full-length thesis play. However, a full production of the student playwright's thesis play is not required for the MFA in playwriting nor is it a condition of employment for the student playwrights as teaching assistants. (FF 13, Union Exhibit 1). Professor Duer explained that the decision was made to have the student directors direct 2 full productions, as required to earn their MFA, and that faculty directors would direct workshop productions of Ms. Glickman's and Mr. Chansky's thesis plays because 4 full productions could not be planned, designed, rehearsed, and coordinated for the 2024-2025 season. (FF 13, 24, 29, 31).

In this matter, Ms. Glickman and Mr. Chansky were aware that a full production of their thesis plays is not a requirement for graduation. Further, the University explained to Ms. Glickman and Mr. Chansky that they would be receiving workshop productions because the student directors chose not to direct their thesis plays. Therefore, the Board concludes that, based on the totality of known circumstances, the University's decision to provide workshop productions instead of full productions of the student playwrights' thesis plays would not tend to coerce a reasonable teaching assistant in engaging in protected activity.

The Board will next address the University's argument that the Hearing Examiner erroneously relied upon FF 28 and the National Labor Relations Board's (NLRB) decision in Grand Sierra Resort and Casino, 365 NLRB 751 (Decision and Order, 2017) in concluding that its decision to have workshop productions of Ms. Glickman's and Mr. Chansky's thesis plays instead of full productions was intended to punish them for engaging in the strike. Here, the Hearing Examiner found that the facts of Grand Sierra were very similar to this case when comparing striking playwrights to non-striking playwrights relying on the inaccurate finding that, of the 6 student playwrights, only Ms. Glickman and Mr. Chansky engaged in the strike and suffered adverse consequences. Therefore, the Hearing Examiner applied the analysis in Grand Sierra and held that Section 1201(a)(1) applies to employer conduct towards non-employees for protected activities engaged in as employees or stemming from their current or former employment with the employer. However, the Board finds that the NLRB's decision in Grand Sierra is inapplicable as that decision concerns an employer's retaliation against a former employee barring her from accessing its facilities due to her protected concerted activity contrary to its past practice of permitting the public and former employees from accessing its facilities. That is not the case here. Indeed, the current cohort program created by Professor Duer was new for the 2022 class in which Ms. Glickman and Mr. Chansky enrolled, Ms. Glickman and Mr. Chansky were the only 2 student playwrights in the cohort, and there was no past practice concerning the terms of the cohort program. Accordingly, for this and other reasons, the Board declines to adopt or follow Grand Sierra in this case.

The Board finds that the University's reasons for changing the student playwrights' thesis plays from full productions to workshop productions, when taken as a whole, do not support the conclusion of retaliatory intent to punish the student playwrights. Rather, the record supports the conclusion that, when Professor Duer realized that the student directors were not going to direct the playwrights' plays, he attempted to accommodate the playwrights by providing workshop productions for their plays although he was not

required to do so. Although it may have been disappointing to the student playwrights to only receive workshop productions of their thesis plays, there was never a guarantee or requirement that they receive full productions creating a reasonable expectation for the student playwrights in the cohort. Accordingly, the Board agrees that the University did not violate Section 1201(a)(1) and vacates the conclusion in the PDO that the University violated Section 1201(a)(1) of PERA.³

After a thorough review of the exceptions and all matters of record, the Board shall sustain in part and dismiss in part the exceptions and set aside the Proposed Decision and Order consistent with the above discussion.

CONCLUSIONS

CONCLUSIONS 1 through 5 of the Proposed Decision and Order are affirmed and incorporated herein by reference.

CONCLUSION 6 is vacated and set aside and the following additional conclusion is made:

7. The University has not committed unfair practices within the meaning of Section 1201(a)(1) of PERA.

ORDER

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed by Temple University are hereby sustained in part and dismissed in part, and the Order on pages 14-15 of the PDO is vacated. It is further Ordered that the Charge of Unfair Practices be and hereby is dismissed, and the Complaint issued thereon is rescinded.

SEALED, DATED and MAILED at Harrisburg, Pennsylvania pursuant to conference call meeting of the Pennsylvania Labor Relations Board, Gary Masino, Chairman, and Albert Mezzaroba, Member, this twentieth day of January, 2026. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order.

³ In light of this disposition, the Board need not address the University's remaining exceptions concerning the Board's jurisdiction to direct remedial relief beyond matters affecting wages, hours and working conditions. 43 P.S. § 1101.1303.