

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

TEMPLE ASSOCIATION OF UNIVERSITY :
PROFESSIONALS AFT :
 : Case No. PERA-C-25-246-E
v. :
 :
TEMPLE UNIVERSITY :

PROPOSED DECISION AND ORDER

On September 15, 2025, the Temple Association of University Professionals, AFT (TAUP or Union) filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against Temple University (Temple or Employer), alleging that Temple violated Section 1201(a)(1) of the Public Employee Relations Act (PERA or Act) by sending a coercive communication to bargaining unit employees in the Film and Media Studies Department in early September 2025 through Department Chair Chet Pancake, which essentially precluded employees from discussing their terms and conditions of employment.

On October 3, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing, assigning the matter to conciliation, and directing a hearing on December 9, 2025, if necessary. After several continuances, the hearing ensued on August 20, 2026, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence.¹ The Union elected to make a closing statement on the record at the conclusion of the August 20, 2026 hearing in lieu of filing a post-hearing brief. The Board received the transcript on September 15, 2026.

The Hearing Examiner, on the basis of the testimony presented at the hearing and from all other matters and documents of record, makes the following:

FINDINGS OF FACT

1. Temple University is a public employer within the meaning of Section 301(1) of PERA. (N.T. 6; PERA-R-14-400-E)
2. TAUP is an employe organization within the meaning of Section 301(3) of PERA. (N.T. 6; PERA-R-14-400-E)
3. TAUP is the exclusive bargaining representative for a unit of professional faculty, librarian, and academic employes at Temple. (N.T. 10; PERA-R-1123-E, as amended at PERA-U-87-266-E, PERA-U-90-265-E, and PERA-U-12-323-E; PERA-R-14-400-E)
4. By email dated August 26, 2025, Department Chair of the Film and Media Arts Department at Temple, Chet Pancake, distributed an agenda for an upcoming faculty meeting with bargaining unit employes, which was scheduled

¹ By email dated August 14, 2026, Temple's attorney notified the Board that Temple would not appear for or participate in the August 20, 2026 hearing. (Board Exhibit 1). The hearing was then held virtually at the Union's request and without objection by Temple. Temple did not appear for the hearing, despite being provided an opportunity to do so.

for August 27, 2025. Department Chair Pancake attached job duties for a Director of Graduate Studies position to the email so that graduate faculty members could consider taking on the role. (N.T. 10-13; UX-A, UX-A(1), UX-A(2), UX-A(3))

5. In August 2025, the Director of Graduate Studies position was responsible for overseeing graduate students in the Department of Film and Media Arts. This included assigning various roles and responsibilities to graduate students, assisting the graduate students in signing up for courses, recruiting future graduate students and sorting their applications for review by the faculty, and serving as an advisor and mentor throughout the year. (N.T. 14-15)

6. Prior to August 2025, the Director of Graduate Studies position was compensated by a reduction in teaching load, which was essentially a course release per semester. There was also a summer stipend for the role on certain occasions. (N.T. 16-17)

7. During the faculty meeting on August 27, 2025, Department Chair Pancake announced a plan to change the compensation structure for the Director of Graduate Studies role, such that the position would not receive a course release anymore. Pancake also announced a plan to split the responsibilities of the role among several faculty members, which was a change from the prior system where a single individual served in the role. The bargaining unit faculty employees opposed the plan and voiced concerns that the plan could potentially create an additional workload, which allegedly exceeded the regular workload set forth in the contract. (N.T. 17-19, 31-33)

8. Department Chair Pancake responded to the faculty concerns by asserting that the changes were necessary to avoid faculty layoffs. Professor Nora Alter, who was in attendance at the meeting and who was a faculty member at the time, replied that such layoffs would be difficult and would potentially violate the contract. (N.T. 19-21, 31-33; UX-B)

9. By email dated September 4, 2025, Acting Director of Graduate Studies Chris Cagle solicited agenda items from the bargaining unit faculty employees for a subsequent faculty meeting scheduled for September 10, 2025. (N.T. 22; UX-C)

10. By email dated September 5, 2025, Professor Alter replied, in relevant part, as follows:

Hi Chris,

I think it would be prudent to continue the discussion about the lack of support[t] for a [Director of Graduate Studies] in [Film and Media Arts]-I know several **faculty** in other colleges and schools at Temple who have had their course releases for this important work [approved] by their respective Deans and the interim Provost. So this does not seem to be a university-wide initiative but rather one coming specifically from our Dean and one that seems very counter to the mission and status of an R1 institution. We offer an MA, MFA, and PhD-three graduate degrees and one more than many programs at Temple.

(N.T. 22-23; UX-D) (Emphasis in original)

11. After several hours, Department Chair Pancake had still not approved Professor Alter's September 5, 2025 email response for distribution to the "listserv." As a result, Alter sent another response on September 5, 2025, copying her prior message and stating that "I really think this needs to be discussed and addressed." Pancake eventually approved Alter's initial email for distribution at 7:34 p.m. on September 5, 2025, which was a Friday evening long after the close of Temple's business hours at 5:00 p.m. (N.T. 12, 23-24; UX-E, UX-F)

12. By email dated September 5, 2025, Department Chair Pancake replied to Professor Alter's email and indicated, in relevant part, the following:

Hi Nora,

Thanks for your note. The Graduate Faculty meeting is not the appropriate place to attempt to re-legislate the Graduate Director position. Robert articulated in the summer as I relayed before that this was his decision for CPCA and his right to do so as our Dean to address university budget issues. We are following a plan provided by Jennifer Wood (Dean of Faculty) and Robert modeled on CLA when Jennifer was Chair. [Film and Media Arts] faculty have been coming forward to me with plans for how they want to provide service for the Grad Programs in certain areas of interest to them. We have a faculty on leave who has indicated the desire for a larger service role with me around the MFA program recruitment strategy. When that person returns we can discuss the role this person would like to take when appropriate.

I've discussed faculty unhappiness around the position change with Robert again due to the continued disruption of our faculty meetings and needed faculty business. Robert has reiterated his stance at the CPCA Leadership Meeting last Wed[nesday] and probably will go over this again in TFMA Collegial Assembly. The plan was approved by the Provost/President etc.

If you would like to meet with Steven Zohn alone or with a group of faculty to review your concerns - he is the appropriate person to reach out to at this point. I would recommend you meet with him separately.

I'll state again that TAUP or Union issues may not be discussed in formal Faculty or Graduate Faculty meetings as per the university/TAUP rules. The discussion of any faculty or staff pay, questions about salary negotiation, or attempts to cast doubt or aspersion on any faculty member for their choices to perform service for a release, for pay, or simply to provide the services - are not appropriate in our Faculty or Graduate Faculty meetings especially when coupled with language that indicate union disloyalty or questionable or poor choices around service contracts with the university. Any further disruptions in formal faculty meetings due to union complaints or calling out those who come forward for service, will receive a grievance from me as the [Film and Media Arts] Chair. This is a protective measure from

me in the case I am penalized for allowing this to happen repeatedly as an administrator. Faculty are free at any time to call a meeting for specific TAUP business without the Chair present.

All faculty should be aware that we are [a] diverse group with different ideologies, and it would be very unwise to assume that all faculty share one's own political beliefs and ideology. Please keep that in mind.

(N.T. 25-26; UX-G)

13. Professor Alter testified that she understood Department Chair Pancake's September 5, 2025 email to be a threat of some sort of disciplinary or administrative action against her and anybody else on the Department listserv, which includes many untenured junior and non-tenure track faculty employees with one-year contracts, who are especially vulnerable. She also described how she saw this as a silencing measure designed to curtail protected Union activity. (N.T. 26-27)

DISCUSSION

The Union argues that Temple violated Section 1201(a)(1) of the Act² when Department of Film and Media Arts Chair, Chet Pancake, sent an email response to Professor Nora Alter on September 5, 2025, through the faculty email listserv for the Department of Film and Media Arts, which has a tendency to coerce the bargaining unit employees in the exercise of their rights under Article IV of the Act.

The Board has held that an independent violation of Section 1201(a)(1) will be found if the actions of the employer, in light of the totality of the circumstances in which the particular act occurred, tend to be coercive, regardless of whether employees have been shown in fact to have been coerced. Bellefonte Area School District, 36 PPER 135 (Proposed Decision and Order, 2005) (citing Northwestern School District, 16 PPER ¶ 16092 (Final Order, 1985)). Improper motivation need not be established; even an inadvertent act may constitute an independent violation of Section 1201(a)(1). Northwestern School District, supra. However, an employer does not violate Section 1201(a)(1) where, on balance, its legitimate reasons justifiably outweigh concerns over the interference with employee rights. Dospoy v. Harmony Area School District, 41 PPER 150 (Proposed Decision and Order, 2010) (citing Ringgold Education Ass'n v. Ringgold School District, 26 PPER ¶ 26155 (Final Order, 1995)).

In this case, the Union has sustained its burden of proving that Temple violated the Act on September 5, 2025. The record shows that Film and Media Arts Department Chair Pancake distributed an agenda on August 26, 2025, for an upcoming faculty meeting, which included discussion of the Director of Graduate Studies position. During the faculty meeting on August 27, 2025, Pancake announced a plan to change the compensation structure for the Director of Graduate Studies role, such that the position would not receive a course release anymore. Pancake also announced a plan to split the

² Section 1201(a) of the Act provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of this act..." 43 P.S. § 1101.1201.

responsibilities of the role among several faculty members, which was a change from the prior system where a single individual served in the role. When the bargaining unit faculty employees opposed the plan and voiced concerns that the plan could potentially create an additional workload, which allegedly exceeded the regular workload set forth in the contract, Pancake threatened them with layoffs or firings if they did not agree. Professor Alter countered that threat with a statement that such layoffs or firings could also potentially violate the contract.

Not long afterwards, Acting Director of Graduate Studies Chris Cagle circulated an email, soliciting agenda items on September 4, 2025, for another faculty meeting scheduled for September 10, 2025. When Professor Alter replied on September 5, 2025, expressing her desire to continue the discussion surrounding the Director of Graduate Studies position, Department Chair Pancake sent a response to the bargaining unit employees in the Department of Film and Media Arts, which contained the following paragraph:

"...I'll state again that TAUP or Union issues may not be discussed in formal Faculty or Graduate Faculty meetings as per the university/TAUP rules. The discussion of any faculty or staff pay, questions about salary negotiation, or attempts to cast doubt or aspersion on any faculty member for their choices to perform service for a release, for pay, or simply to provide the services - are not appropriate in our Faculty or Graduate Faculty meetings especially when coupled with language that indicate union disloyalty or questionable or poor choices around service contracts with the university. Any further disruptions in formal faculty meetings due to union complaints or calling out those who come forward for service, will receive a grievance from me as the [Film and Media Arts] Chair. This is a protective measure from me in the case I am penalized for allowing this to happen repeatedly as an administrator."

(UX-G) .

This email response from Department Chair Pancake dated September 5, 2025, would undoubtedly have a tendency to coerce employees in the exercise of their rights under Article IV of the Act.³ First of all, this statement by Pancake clearly prohibits the bargaining unit employees not only from discussing their terms and conditions of employment with each other and the Union, but also from bringing those concerns directly to their Employer. Likewise, this statement also represents an attempt by management to prevent the employees from engaging in the lawful concerted activity of enforcing their collective bargaining agreement and their statutory right to present

³ Section 401 of the Act provides in relevant part as follows:

It shall be lawful for public employees to organize, form, join or assist in employee organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice and such employees shall also have the right to refrain from any and all such activities...

43 P.S. § 1101.401.

grievances to their Employer, whether it be informally to their direct supervisor or formally through the Union's collectively bargained-for grievance arbitration procedure. Finally, this statement also includes an explicit threat by Pancake to bring forth some sort of disciplinary or administrative action against any employees who make "union complaints." Temple has not offered any alleged legitimate business reason for the statements of Pancake. As such, the message was undeniable, the employees who try to discuss or present complaints regarding their terms and conditions of employment or attempt to enforce the contract, do so at their own peril. Accordingly, it must be concluded that Temple has violated Section 1201(a) (1) of the Act.

CONCLUSIONS

The hearing examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds as follows:

1. Temple is a public employer within the meaning of Section 301(1) of PERA.
2. TAUP is an employee organization within the meaning of Section 301(3) of PERA.
3. The Board has jurisdiction over the parties hereto.
4. Temple has committed unfair practices in violation of Section 1201(a) (1) of PERA.

ORDER

In view of the foregoing and in order to effectuate the policies of the Act, the examiner

HEREBY ORDERS AND DIRECTS

that Temple shall:

1. Cease and desist from interfering with, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of PERA;

2. Take the following affirmative action which the examiner finds necessary to effectuate the policies of PERA:

(a) Post a copy of this Decision and Order within five (5) days from the effective date hereof in a conspicuous place readily accessible to the bargaining unit employees and have the same remain so posted for a period of ten (10) consecutive days;

(b) Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this Decision and Order by completion and filing of the attached Affidavit of Compliance; and

(c) Serve a copy of the attached Affidavit of Compliance upon the Union.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed with the Board pursuant to 34 Pa. Code § 95.98(a) within twenty days of the date hereof, this decision and order shall be final.

SIGNED, DATED AND MAILED from Harrisburg, Pennsylvania this 16th day of October, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

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AFFIDAVIT OF COMPLIANCE

Temple University hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(1) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein; that it has posted a copy of the Proposed Decision and Order in the manner prescribed therein; and that it has served a copy of this affidavit on the Union at its principal place of business.

Signature/Date

Title

SWORN AND SUBSCRIBED TO before me
the day and year first aforesaid

Signature of Notary Public