

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
PENNSYLVANIA LABOR RELATIONS BOARD

----- X
IN THE MATTER OF THE EMPLOYEES OF
TEMPLE UNIVERSITY

Case No: PERA-R-14-400-E

----- X
Pages 204 through 367

Hearing Room 3
North Office Building
401 North Street
Harrisburg, Pennsylvania

Tuesday, April 21, 2015

Met, pursuant to notice, at 10:22 a.m.

BEFORE:

JOHN POZNIAK, HEARING EXAMINER

APPEARANCES:

JOHN B. LANGE, Esquire
MEREDITH C. SWARTZ, Esquire
SHANNON D. FARMER, Esquire
Ballard Spahr, LLP
51st Floor
1735 Market Street
Philadelphia, Pennsylvania 19103
(For Temple University)

AMY L. ROSENBERGER, Esquire
LAUREN M. HOYE, Esquire
Willig, Williams & Davidson
24th Floor
1845 Walnut Street
Philadelphia, Pennsylvania 19103
(For the Union)

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011

1 C O N T E N T S

2 <u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
3 Arthur Hochner	216	249	291	---
4 Sharon Boyle	297	345	364	---

5

6

7

8

9

10 E X H I B I T S

11 <u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
------------------	---------------------------	--------------------

12 JOINT (Continued) :

13 2 (Factual Stipulations - 4 pages)	215	215
14 3 (Collective Bargaining Agreement -	215	215
15 107 pages)		
16 4 (Temple/TAUP Tentative Agreement -	215	215
17 October 15, 2014 - 4 pages w/attached		
18 numbered and unnumbered pages totalling		
19 28 pages - pertaining to Article 22,		
20 Article 11, Article 12, Article 15)		
21 5 (Temple University Board of	215	215
22 Trustees Policies and Procedures Manual		
23 - 6 pages)		
24 6 (Temple University Adjunct Faculty	215	215
25 Last Revised August 2014 - 47 pages)		

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>JOINT</u> (Continued):		
7 {Temple University Employee Manual - 215		215
Revised July 2014 - January 21, 2015 -		
Cover & Disclaimer & 4 pages of Table		
of Contents & 81 numbered pages)		
8 {Temple University Rules of Conduct 215		215
Cover & Disclaimer, 2 page Table of		
Contents & 13 unnumbered pages)		
9 {Temple University Faculty Handbook 215		215
<u>UNION</u> :		
1 {Internet press release - Adjunct 42		296
Professor Chris Rabb - March 27, 2014)		
2 {Employment/appointment offer - 47		296
Christopher Rabb, January 21, 2015)		
3 {Employment/appointment offer - 73		296
Donald Deeley - November 24, 2014)		
4A {Employment/appointment offer - 115		296
David White - July 19, 2013)		
4B {Employment/appointment offer - 115		296
David White - December 9, 2013)		
4C {Employment/appointment offer - 115		296
David White - November 3, 2014)		

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>UNION</u> (Continued):		
5	(Most Support Faculty	142 296
6	re: Carrie Young)	
7	(Certificate of appreciation -	142 296
8	re: Carrie Young, April 26, 2013)	
9	7A (Employment/appointment offer -	144 296
10	Carrie Young - November 27, 2013)	
11	7B (Employment/appointment offer -	144 296
12	Carrie Young - November 21, 2014)	
13	8A (Employment/appointment offer -	159 296
14	Margaret Avenier - December 9, 2014)	
15	8B (Employment/appointment offer -	159 296
16	Margaret Avenier - August 13, 2014)	
17	9 (Courses taught at Tyler by	173 296
18	Jennie Shanker)	
19	10 (E-mails between Jennie Shanker	182 296
20	and Margaret M. Carney)	
21	11A (Employment/appointment offer -	186 296
22	Revised Contract - Jennie Shanker	
23	- August 17, 2011)	
24	11B (Employment/appointment offer -	186 296
25	Jennie Shanker - December 14, 2011)	

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
11C	(Employment/appointment offer - Jennie Shanker - May 6, 2013)	186 296
11D	(Employment/appointment offer - Jennie Shanker - July 23, 2013)	186 296
11E	(Employment/appointment offer - Jennie Shanker - December 16, 2013)	186 296
11F	(Employment/appointment offer - Jennie Shanker - July 22, 2014)	186 296
11G	(Employment/appointment offer - Jennie Shanker - November 24, 2014)	186 296
12A	(Employment/appointment offer - Jennie Shanker - May 12, 2006)	188 296
12B	(Employment/appointment offer - Jennie Shanker - September 26, 2007)	188 296
13	(Brochure w/UAP, TAUP & AFT logos Why we Want a Union)	240 296
14	(Facebook/TAUP web site snapshot - 2 pages - 4/20/2015)	293 296
<u>TEMPLE:</u>		
1	(Facebook/UAP snapshot - 1 page - w/photo & comments)	79 366

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>TEMPLE</u> (Continued):		
2	{UAP web site snapshot - 1 page - 85	366
	w/photos & comments)	
3	{Authorization/membership card} 80	366
4	{UAP web site snapshot - 4 pages - 86	366
	newsletter - captioned "We Want a	
	Union at Temple" w/photos & comments)	
5	{Facebook/UAP snapshot - 1 page 88	366
	w/photos & comments)	
6	{Facebook/UAP web site snapshot - 90	366
	1 page - w/photos & comments)	
7	{Facebook/UAP web site snapshot - 92	366
	1 page 0 w/photos & comments)	
8	{Facebook/UAP web site snapshot - 94/95	366
	1 page - w/photo & comments)	
9	{UAP web site snapshot - 4 pages - 96	366
	captioned "We Want a Union at Temple"	
	w/photos & comments)	
10	{UAP web page snapshot - 1 page - 98	366
	w/photos & comments)	
11	{E-mail - Carrie Young 147	366

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>TEMPLE</u> (Continued):		
12 (Facebook/United Academics of Philadelphia snapshot - 1 page - w/photograph & comments)	193	366
13 (Internet snapshot/posting - 1 page - United Academics of Philadelphia)	199	366
14 (Facebook snapshot - "People Who Like This" - 1 page - re: Union Exhibit 13 Facebook Posting)	199	366
15 (Comments by Denise Cummins - re: PBS Newshour - captioned "Why the backlash against adjuncts is an indictment of the tenure system - 6 pages)	200	366
16 (TAUP e-Bulletin - TAUP Supports Adjunct Organizing - 1 page - Art Hochner, President)	251	366
17 (Letter from PLRB Secretary, dated w/attached 2 page Order & copy of Petition Under the Public Employee Relations Act - PERA-4-14-400-E, dated December 17, 2014)	257	366

1 E X H I B I T S

2 (Continued)

3 TEMPLE (Continued) :

4	18 (PLRB Amended Acknowledgment and	257	366
5	Notice of Filing of Petition -		
6	dated January 27, 2015)		
7	19 (PLRB Amended Acknowledgment and	257	366
8	Notice of Filing of Petition -		
9	dated March 10, 2015 w/attached		
10	copy of Petition Under the Public		
11	Employe Relations Act, PERA-R-14-400~E,		
12	dated March 04, 2015)		
13	20 (aft.org web site snapshot - 1 page	262	366
14	- UAP logo - titled, Add Your		
15	Support for Adjuncts at Temple)		
16	21 (Facebook/TAUP web site snapshot -	264	366
17	- 1 page - w/written information,		
18	TAUP/UAP logos, photographs & cartoon		
19	drawings)		
20	22 (TAUP - We Want a Union at Temple -	266	366
21	packet w/instructions/comments,		
22	Mission Statement, brochure cover,		
23	Welcome to TAUP comments by Art Hochner,		
24	testimonials. Union Yes/authorization		
25	card & copy of mailing envelope)		

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>TEMPLE</u> (Continued):		
23 (TAUP e-Bulletin - Temple Adjuncts	275	*NOT RECEIVED
File for Election - 1 page)	*(see pgs 277, 278 & 366)	
24 (Facebook/UAP web site snapshot -	278	366
w/likes listing, written information		
& photographs)		
25 (Video from web site - DVD to be	281	366
submitted to Hearing Examiner)		
26 (Temple-News article - Union for	282	366
adjuncts possible - 4 pages)		
27 (Letter, March 10, 2014 from Amy L.	290	366
Rosenberger w/attached Post-Hearing		
Brief of TAUP, 38 pages w/Certificate		
of Service)		
28 (temple.edu/hr/faculty/adj - 1 page	301	366
web page - Regular Adjunct Faculty		
Benefits / Frequently Asked Questions)		
29 (TAUP Bulletin - No. 240 -	329	366
2004 - 12 pages)		
30 (TAUP Contract Proposal Executive	330	366
Summary - 3 pages)		

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>TEMPLE</u> (Continued):		
31 (TAUP Proposals Contract 2000 - 2 pages)	332	366
32 (TAUP to Temple 2008 06 17 - Article 20 - Salaries - 7 pages)	334	366
33 (December 1, 2010 Summary of TAUP Proposal for Contract Extension - 2 pages)	335	366
34 (The Chronicle of Higher Education - February 16, 2015 - article - Unions Need to Step Up for Equality - 3 pages)	343	366
35 (Inside Higher Ed - article - Do Adjunct Votes Count? - April 27, 2011 - 4 pages)	343	366
36 (The Chronicle of Higher Education - March 2, 2015 - article - Who Gets a Vote in Departmental Decisions - 7 pages - page 7 is blank)	343	366
37 (Inside Higher Ed - article - A Shop Divided - February 10, 2011 - 4 pages)	343	366

E X H I B I T S

(Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
---------------	---------------------------	--------------------

TEMPLE {Continued):

38 (Inside Higher Ed - article -	343	366
----------------------------------	-----	-----

Debate over "overload" pay for

professors - December 8, 2011 -

3 pages)

39 (Inside Higher Ed - article -	343	366
----------------------------------	-----	-----

Essay on the many ways higher

education holds back those off the

tenure track - October 15, 2013 -

4 pages)

40 (Inside Higher Ed - article -	343	366
----------------------------------	-----	-----

Who Gets Bumped? - August 11, 2010

- 4 pages)

1 P R O C E E D I N G S

2 HEARING EXAMINER JOHN POZNIAK: All right,
3 we're on the record for the second hearing In the Matter
4 of the Employees of Temple University. The Case Number is
5 PERA-R-14-400-E,

6 I've been handed up some Factual
7 Stipulations as well as Joint Exhibits.

8 MS. ROSENBERGER: Yes. The parties entered
9 into some Stipulations which are labeled Joint Exhibit 2,
10 and then the attachments to those which are addressed in
11 the Stipulations which are Joint Exhibits 3 through 9.

12 HEARING EXAMINER: 3 through?

13 MS. ROSENBERGER: 9.

14 HEARING EXAMINER: I'll admit those, J-2
15 through J-9.

16 [Whereupon, the documents were marked as
17 Joint Exhibit Nos. 2 through 9 for
18 identification and were received in
19 evidence.]

20 HEARING EXAMINER: Is there anything else
21 before we get started?

22 MS. ROSENBERGER: Not from the Union.

23 MR. LANGE: Nothing.

24 HEARING EXAMINER: Do you want to call your
25 next witness?

1 MS. ROSENBERGER: Yes. Our next witness is
2 Art Hochner.

3 [The witness approaches and takes his seat
4 in the witness box.]

5 [The witness was sworn.]

6 Whereupon,

7 ARTHUR HOCHNER

8 having first been duly sworn, testified as follows:

9 HEARING EXAMINER: Can you state your name?

10 THE WITNESS: Arthur Hochner. It's A-R-T-
11 H-U-R, H-O-C-H-N-E-R.

12 DIRECT EXAMINATION

13 BY MS. ROSENBERGER:

14 Q. Are you employed by Temple University?

15 A. Yes.

16 Q. What's your position?

17 A. Associate Professor of Human Resource Management.

18 Q. And what's your educational background?

19 A. I have a Ph.D. from Harvard University and a Bachelor
20 of Arts from Queens College.

21 Q. Is there a Master's in between there?

22 A. No.

23 Q. Okay, how long have you worked for Temple?

24 A. Since 1978. This is my thirty-seventh year.

25 Q. Always as a faculty member?

- 1 A. Yes.
- 2 Q. And do you presently hold any role in TAUP?
- 3 A. Yes. I'm the President and chief negotiator.
- 4 Q. How long have you been President of TAUP?
- 5 A. Well, I've done it two terms -- two times, and the
- 6 total is about eighteen years.
- 7 Q. So you were present for awhile, and then there was a
- 8 break, and then you were back to being president?
- 9 A. Yes.
- 10 Q. And how long have you been president in this most
- 11 recent stint?
- 12 A. Eight years.
- 13 Q. You said you're chief negotiator. For how many --
- 14 that's for collective bargaining for contract
- 15 negotiations?
- 16 A. Yes.
- 17 Q. For how many contracts have you been chief
- 18 negotiator?
- 19 A. -- I think six.
- 20 Q. How long ago was the first one you were chief
- 21 negotiator for?
- 22 A. It was the '96 to 2000 agreement.
- 23 Q. Okay, and were you involved in negotiations, just not
- 24 as chief negotiator before that?
- 25 A. Yes, since 1986.

1 Q. Okay. You said you are Professor of Human Resource
2 Management. In what department are you employed?

3 A. Department of Human Resource Management, Fox School
4 of Business and Management.

5 Q. And where, in terms of Temple's various campuses, do
6 you teach?

7 A. Well, I rarely teach on the main campus. I usually
8 teach at the Center City Campus and other places as well,
9 other places where -- for instance, where the Executive
10 MBA program is in Center City, but not at Temple's Center
11 City Campus, -- and other locations including outside the
12 U.S.

13 Q. How many credits per semester do you normally teach?

14 A. I normally teach 3 credit hours per semester, but
15 sometimes I teach an overload beyond that.

16 Q. Are you teaching 3 this semester?

17 A. Actually I'm teaching on my regular load of $4\frac{1}{2}$
18 because I only taught $1\frac{1}{2}$ last semester, but I've got an
19 additional 3 credit course that I'm in the middle of right
20 now.

21 Q. That's off your normal load?

22 A. Yes.

23 Q. And what course or courses do you normally teach at
24 Temple?

25 A. Well, they're all about negotiation.

1 Q. Have you -- do adjunct faculty ever teach any of the
2 courses that you teach?

3 A. Yes, the undergraduate version of the course that I
4 teach, yes.

5 Q. And do you have any role besides teaching that
6 course?

7 A. Yes. For that undergraduate course I'm the course
8 coordinator.

9 Q. And what does that entail?

10 A. That basically entails helping adjuncts who would
11 like some help in figuring out how to teach the course, as
12 well as making sure that we're using the standard text
13 book.

14 Q. Okay. -- So as a full-time faculty member when you
15 are -- the portion of your role that is involved in
16 teaching negotiations related courses, and we'll get to
17 the rest a little later, but what's entailed in teaching
18 the course as a full-time faculty member?

19 A. Well, I choose a text book. I prepare the syllabus.
20 I prepare the assignments. I write the tests. I perform
21 the lectures. That may involve having the lectures
22 videoed so that they can be presented on-line. I conduct
23 the -- you know, if it's a face-to-face class I meet the
24 students in the classroom. If it's an on-line class I
25 meet the students on-line. And I manage all of the

1 activities in the classroom, grade the papers, submit the
2 final grades.

3 Q. Do you have to make yourself available to students
4 outside of class?

5 A. Yes. I have office hours, and I even have virtual
6 office hours.

7 Q. And where is your office located?

8 A. Alter Hall on Temple's main campus.

9 Q. And do you have any -- are there adjunct faculty who
10 you also run into there in Alter Hall?

11 A. Yes, there's an adjunct office in my department's
12 suite.

13 Q. Are there -- do you interact with part-time faculty
14 members aside from what you talked about with your role as
15 course coordinator? Do you interact with part-time
16 faculty members in the course of performing your work at
17 Temple?

18 A. Yes.

19 Q. In what capacity?

20 A. Well, there are various meetings of various groups of
21 faculty that I go to because I'm part of several different
22 programs, the on-line MBA program, the Executive MBA
23 program, and the core MBA faculty.

24 Q. Can you give some examples of the meetings that
25 you're referring to?

1 A. Yeah, we've had all three of those types of meetings
2 in the last three months, some of them within the last
3 couple of weeks.

4 MR. LANGE: It's post the filing of the
5 petition, last week, last month.

6 Q. Okay, can you restrict your examples to events that
7 occurred prior to December when the petition was filed?

8 A. Yes. We had those meetings last fall and last spring
9 as well.

10 Q. And what happened at those meetings?

11 A. Well, the faculty get together to hear about what's
12 going on in the program, to discuss teaching methods and
13 new developments, to discuss the curriculum and how to
14 teach it.

15 Q. And both full-time and adjunct faculty come to those
16 meetings?

17 A. Yes.

18 Q. Are there other kinds of meetings or venues in which
19 you interact with adjunct faculty as part of your work?

20 A. Yes. I -- for my department for the last two years,
21 including last year, I was part of -- I was the convener
22 or chair of the Awards Committee.

23 Q. What's the Awards Committee?

24 A. Well, the department has an annual banquet at which
25 we give out awards to people in the HR field,

1 distinguished alumni, -- and I forget what the other award
2 is. So we, together with a couple of other faculty, make
3 recommendations. We discuss them with the department
4 chair and then make a decision -- or the chair makes the
5 decision about which choice -- who we're going to give the
6 award to.

7 Q. Okay, do you -- in what way do you interact with
8 adjunct faculty? How is that an example of your
9 interaction with adjunct faculty?

10 A. Yes. One of the faculty that was on the committee
11 last year, and this year, was an adjunct who was -- who is
12 very tied in with the industry, the human resources field.
13 He knows a lot of people and has a lot of great ideas.
14 And, you know, I worked with him on his thoughts about who
15 should be nominated for an award, together with the other
16 faculty on the committee.

17 Q. What's his name?

18 A. Mike Guglielmo.

19 Q. Do you know how to spell Guglielmo.

20 A. G-U-G-L-I-E-L-M-O.

21 Q. Are there other examples of your interaction with
22 adjunct faculty in the Fox School?

23 A. There are occasional meetings about my department's
24 program, the Human Resource Management program at which
25 adjunct faculty are invited to come to discuss issues

1 having to do with, let's say the Master's program, because
2 they teach a course or two in the Master's program.

3 Q. And do they come?

4 A. Sometimes, yes.

5 Q. Who is your -- who do you report to? Who is your
6 supervisor?

7 A. The Dean of the Business School.

8 Q. We heard some testimony -- were you here at the first
9 day of hearing in this case?

10 A. Yes, I was. I couldn't stay for the whole thing.

11 Q. Okay. We heard some testimony at that hearing about
12 e-mails that go out advising adjunct faculty to take on-
13 line training. Did you hear that testimony?

14 A. I did.

15 Q. Do you receive such e-mails?

16 A. I receive e-mails telling me about training and
17 meetings to go to to learn about policies and what to do.
18 I can't say that I know that it's the exact same e-mail.

19 Q. What kind of trainings have you been advised by
20 e-mail to attend?

21 A. Oh, I believe it was one on sexual harassment, -- and
22 I think it was just general harassment, what to do if you
23 see it or if somebody reports it to you. That was a for
24 instance. And there's also about hazardous materials.

25 Q. Have you ever had to take one on the Clery Act?

1 A. I didn't have to take it. I remember an on-line
2 training about that, but I do remember going to meetings
3 where that was discussed.

4 Q. Just so the record is clear, what is the Clery Act?

5 A. It's a legal requirement that universities report
6 about campus crimes.

7 Q. Did you have -- getting back for a second to your
8 teaching. When you teach do your students do some form of
9 evaluation of your teaching?

10 A. Yes, there's an on-line -- well, it's now on-line.
11 It used to be on paper -- a student feedback form that
12 students are asked to fill out for every course.

13 Q. And is that what we referred to previously in this
14 case as an SFF?

15 A. Yes, Student Feedback Forms is the full name, and
16 SFF's are what we call them in short.

17 Q. Have you had any occasion to write references or
18 recommendations for students?

19 A. Oh, yes.

20 Q. Have you had any occasion to deal with -- we've heard
21 about rules relating to the students who are student
22 athletes or are in the ROTC, have you had to deal with
23 those rules in your teaching capacity?

24 A. Yes.

25 Q. Are you subject to policies about plagiarism, anti-

- 1 plagiarism policies?
- 2 A. As far as informing students about the Academic
- 3 Honesty Policy and about plagiarism, yes. I have to put
- 4 that on my syllabus like everybody else.
- 5 Q. Do you have to follow a syllabus policy too?
- 6 A. Yes.
- 7 Q. How about grading, are you subject to rules about
- 8 time lines for submitting grades and what have you?
- 9 A. Definitely, yes.
- 10 Q. Are you subject to the student grievance procedure?
- 11 A. Theoretically, yes.
- 12 Q. What do you mean by "theoretically"?
- 13 A. Well, I've never had a student grievance against me,
- 14 so...
- 15 Q. Okay.
- 16 A. That's what I mean.
- 17 Q. -- Back to the e-meeting that you've had about --
- 18 you mentioned about the Clery Act, or the trainings about
- 19 harassment or hazardous materials, trainings and meetings
- 20 about those sorts of policies. Are you a tenured faculty
- 21 member?
- 22 A. I am.
- 23 Q. Do faculty on the tenure track have to engage in
- 24 those, or take those trainings, or go to those meetings?
- 25 A. Yes.

1 Q. Do non-tenure track faculty have to?

2 A. Yes.

3 Q. How about librarians?

4 A. Yes.

5 Q. Academic professionals?

6 A. Yes.

7 Q. So let's switch gears a little bit and talk about the
8 bargaining unit. What category of employees are in your
9 collective bargaining unit, -- in TAUP's collective
10 bargaining unit?

11 A. Full-time faculty, librarians, and academic
12 professionals.

13 Q. And they are only in certain schools and colleges,
14 right?

15 A. Yes.

16 Q. We have a stipulation about that, so I won't have you
17 belabor that, but can you give us a ballpark for how many
18 -- how many bargaining unit members there are in each of
19 these categories, and specifically with regard to the
20 full-time faculty? If you would, break it up if you can
21 to tenure, tenure track and non-tenure track. That would
22 be helpful.

23 A. Well, I believe that there's approximately thirteen
24 hundred plus members of the bargaining unit currently, and
25 there are about six hundred non-tenure track faculty, a

1 hundred and fifty non-tenured tenure track faculty, and
2 about -- well more than five hundred, but I don't know the
3 exact number of tenured faculty. I don't want to sit here
4 and try to do the arithmetic.

5 Q. Okay.

6 A. And then for the academic professionals it's
7 approximately twenty-five, and for librarians it's
8 approximately twenty-five.

9 Q. I'm going to get back to the faculty in a minute.
10 What does a librarian in your bargaining unit do?

11 A. Well, there are professional librarians who do a
12 number of different jobs, cataloguing, working with
13 students and faculty on research, helping them find
14 materials for their research. They get -- some of them do
15 what they call teaching, which is to go into classrooms
16 and to work with students and give them lectures about
17 library resources that are available. Some librarians do
18 computer work working with databases. The university's
19 library uses a lot of databases. So they have to maintain
20 them and, you know, upgrade them and manage them.
21 Sometimes they have to staff the Help Desk, the reference
22 desk. So there's a number of things that they do at
23 various places within the library.

24 Q. And at what campuses or locations do the librarians
25 that are in your bargaining unit work?

1 A. On main campus and at Ambler.

2 Q. Can you describe what the academic professionals in
3 your bargaining unit do?

4 A. Well, there are varied groups. You know, there are a
5 number of different job categories. There is a group of
6 academic advisors in the College of Liberal Arts. And
7 there is -- out of the twenty-five or so academic
8 professionals approximately ten are academic advisors.
9 And there are employees who assist in the Theater
10 Department with stage sets and so on, -- lighting. And
11 then there are a number of others who work in labs. It's
12 hard to remember all of the categories.

13 Q. Do they engage in teaching?

14 A. Umm -- some might, you know, who are working in labs.
15 The advisors may hold workshops for students.

16 Q. Do they have a teaching load?

17 A. No.

18 Q. Okay, so what's the difference, if you would with
19 regard to faculty, what's the difference between tenured,
20 tenure track and non-tenure track?

21 A. Well, tenured are those who have passed a long
22 probationary period and been granted tenure by the
23 university. They are evaluated on the basis of their
24 scholarship or creative activity and their teaching
25 primarily, and in relation to their service activities

1 secondarily. And those that meet the standards, or exceed
2 the standards, may be granted tenure. Then there are the
3 ones on the tenure track who are probationary employees on
4 that -- hoping to get tenure. They're hired with the
5 expectation that they will come up for tenure review
6 within -- probably within the sixth year of their
7 employment at Temple. And then the non-tenure track
8 faculty are those who are ineligible to get tenure. They
9 are hired for fixed periods of time.

10 Q. You said that the non-tenure track are not eligible
11 for tenure?

12 A. Right.

13 Q. And for the fixed period of time that they are hired
14 for, of what duration is that period of time?

15 A. Well, it could be one semester. It could be a year.
16 It could be up to five years.

17 Q. And where do the full-time faculty librarians -- you
18 talked about where the librarians perform their work.
19 Where do the academic professionals perform their work,
20 the ones that are in the bargaining unit?

21 A. They're in buildings mostly on the main campus.

22 Q. And where do the faculty, the full-time faculty that
23 are in your bargaining unit, perform their work?

24 A. On the main campus, at Center City, in Harrisburg,
25 and the other locations that Temple offers courses.

- 1 Q. Ambler?
- 2 A. Ambler, Fort Washington, -- overseas at times, you
- 3 know, on short assignments.
- 4 Q. When they are -- do you teach overseas at times?
- 5 A. Yes.
- 6 Q. When you or your colleagues are teaching overseas are
- 7 you in the bargaining unit for that work?
- 8 A. I would say, yes, because we are paid from the main
- 9 campus. We're not paid by a foreign entity or anything.
- 10 Q. Are there also faculty who are just attached to those
- 11 overseas' campuses?
- 12 A. There are some.
- 13 Q. Are they in your bargaining unit?
- 14 A. No.
- 15 Q. -- Have you been involved in the search process for
- 16 faculty for hiring faculty in your department?
- 17 A. Yes.
- 18 Q. Are you familiar based on that experience with the
- 19 education and skills requirements for bargaining unit
- 20 members in your department?
- 21 A. Yes.
- 22 Q. What are the requirements?
- 23 A. Well, typically someone who is hired on a full-time
- 24 faculty line is expected to have a terminal degree. And
- 25 if they don't have a terminal -- well, if they don't have

1 a Ph.D. maybe they have a J.D., and extensive experience
2 in industry.

3 Q. Do you know whether faculty have ever been hired in
4 your department with less than a Ph.D., but not a J.D. as
5 the other example you gave, with a Master's say?

6 A. Yeah, there are adjunct faculty who hired with
7 Master's Degrees.

8 Q. Are there full-time faculty who are hired with
9 Master's Degrees?

10 A. Umm -- yes, definitely. Maybe they're on their way
11 to getting a Ph.D., but they haven't achieved it yet.

12 Q. Are you familiar with something called tripartite
13 type mission.

14 A. Yes. I referred to it a bit earlier, teaching,
15 research and service.

16 Q. And teaching is I assume what you've described as
17 teaching, your experience teaching?

18 A. Yes.

19 Q. What is -- is the tripartite mission something that
20 you have been -- that has been discussed with Temple
21 administration officials say in negotiations, or
22 elsewhere, that you have discussed?

23 A. Many times.

24 Q. Okay, so what is understood to be the second piece of
25 that tripartite mission. You said, research, but I think

1 you also used the term scholarship or creative activity.

2 A. Yes.

3 Q. What constitutes -- I'm going to say, research, just
4 for short?

5 A. Well, there's a variety of criteria that are used,
6 but typically publication in academic journals or books
7 published by university presses or other prestigious
8 presses, -- and research grants, application for research
9 grants. That's the typical currency of research, but
10 there are other criteria as well, because in the creative
11 arts they may not be as important as performance is, or as
12 exhibits, or recordings.

13 Q. Recordings of music I assume that would be?

14 A. Yes. -- Or the production of a play, the authorship
15 of a play.

16 Q. And then the third thing that I think you mentioned
17 was service?

18 A. Yes.

19 Q. What at Temple constitutes service with that
20 tripartite mission, what kinds of activities?

21 A. There are several different levels that are looked
22 at. One is to the department, departmental service. Then
23 there's service to the college and service to the
24 university, as well as service to your profession, and
25 service to the community. So departmental service would

1 be, for instance, like my service as chair of this
2 subcommittee on awards. And I've also been the chair for
3 several years of our departmental merit pay committee.

4 Q. I'm sorry to interrupt you, but you've mentioned the
5 awards committee. Is it also considered service to serve
6 on the committee, but not as the chair?

7 A. Yes, it's a form of service definitely. There are
8 expectations that you will perform such duties for your
9 department, and there are curriculum groups within my
10 department. For instance, the field of undergraduate with
11 master's level and with doctoral level studies, and making
12 sure we understand what we're offering, that it is
13 cohesive and coherent and relates to the industry. Then
14 there are service opportunities at the college which have
15 to do with similar types of committees, say on curriculum,
16 and collegial shared governance committees of a variety of
17 types. And there are also committees like that at the
18 university level, the Faculty Senate being one of them. I
19 am one of -- I've been elected as a representative Faculty
20 Senator for many years. So I attend Faculty Senate
21 meetings. And there are various Faculty Senate committees
22 having to do with the library, the university press, the
23 personnel committee, the University Tenure and Promotion
24 Advisory Committee, the sabbaticals committee. There are
25 a number of these committees that the faculty -- the full-

1 time faculty staff perform various duties. Some are more
2 time-consuming than others. Then there's service to the
3 profession which would be in your disciplinary body, --
4 serving as an officer, serving as program head, --
5 arranging for conferences and for panels at conferences,
6 those sorts of things. And there is service to the
7 community, which could be a variety of things.

8 Q. Could you give some examples of those, -- for service
9 to the community?

10 A. Yeah. It would normally have to do with your job
11 duties, you know, -- not just being a Boy Scout leader or
12 something, but, -- you know, perhaps serving on a board.
13 In my case I put down on my forms that part of my
14 community service is serving as a Vice President at Large
15 for the American Federation of Teachers of Pennsylvania.

16 Q. Do activities like representing a particular school
17 or college at an event outside of Temple -- does that
18 constitute service?

19 A. Yes.

20 Q. What about -- you mentioned panels at conferences.
21 What about panels at Temple?

22 A. They can be considered service to the university --
23 or to the profession, depending on what -- you know, what
24 the aim is.

25 Q. What about activities involved in recruitment, open

1 houses, that sort of thing at Temple?

2 A. Yes, there's regular -- there are expectations that
3 people go to open houses or receptions for admitted
4 students. Sometimes these are exclusively written into an
5 appointment letter, and sometimes they are just general
6 expectations, -- attending commencement ceremonies.

7 Q. How about involvement with student organizations?

8 A. Yes. In the Business School every department has at
9 least one -- what's called a Student Professional
10 Organization which relates the students to the profession.
11 In my department we actually have I think three student
12 professional organizations. And there are faculty
13 advisors to those and they -- you know, that's a major
14 service activity.

15 Q. So you're a tenured faculty member. Do you have the
16 tripartite mission? Are you charged with the tripartite
17 mission?

18 A. Yes.

19 Q. And you mentioned I think earlier that to get tenure
20 you're reviewed based on those three elements, teaching
21 and research if I recall correctly?

22 A. Yes, teaching, research and service.

23 Q. And do tenure track faculty have the tripartite type
24 mission?

25 A. Yes.

1 Q. How about non-tenure track faculty?

2 A. They may have parts of it. Typically teaching is
3 their most important duty, but there are other duties that
4 they perform, and they generally perform at least a
5 minimal amount of service.

6 Q. -- Do librarians in the bargaining unit have the
7 tripartite mission?

8 A. They have a different mission, but it includes -- it
9 may include scholarship and service.

10 Q. And what about the academic professionals in the
11 bargaining unit, do they have the tripartite mission?

12 A. No.

13 Q. A little bit ago you mentioned in connection with
14 service activities something called -- that you referred
15 to as shared governance. Can you describe for the Hearing
16 Examiner what shared governance is?

17 A. Well, it's a system by which faculty and
18 administrators work together on issues. The faculty has,
19 through these various committees, the -- is empowered to
20 make recommendations on various issues subject to the
21 approval of the administrators or the relevant
22 administrator.

23 Q. You mentioned at one point the Faculty Senate, and
24 that you serve as a senator. What is -- is that one way
25 in which shared governance is carried out?

1 A. Yes. That's at the university level. Each college
2 has a collegial assembly and that's where it takes place,
3 and through the various committees of the college.

4 Q. And who -- I think you mentioned that the full-time
5 faculty participate in the senate, right?

6 A. Yes.

7 Q. Do librarians participate in the Faculty Senate?

8 A. No.

9 Q. Do academic professionals participate in the Faculty
10 Senate?

11 A. No.

12 Q. -- The various -- let's talk about -- to get to
13 specifics, so that we're not just talking about the
14 university in general. In the Fox School of Business and
15 Management do you participate in the school level
16 committees that you've described?

17 A. I have in the past. I haven't been participating. I
18 haven't been asked to participate on certain committees,
19 but because we have all of these different programs, you
20 know, -- I am part of the MBA Core Committee of faculty,
21 and I'm also part of the on-line MBA Faculty Committee.
22 There are a lot of other committees I don't -- you know,
23 it's more oriented towards curriculum that I'm involved
24 in.

25 Q. And are those committees of the Fox School of

1 Business Management?

2 A. Yes.

3 Q. So do you know who -- based on your experience in the
4 past or your experience on these committees do you know
5 who participates in, for example, the Fox School of
6 Business and Management Collegial Assembly?

7 A. All of the full-time faculty.

8 Q. Do librarians participate in that?

9 A. No.

10 Q. Do academic professionals participate in that?

11 A. No.

12 Q. How 'bout within your department, the Department of
13 Human Resource Management, are there promotion or tenure
14 committees as part of the committee structure that you
15 have?

16 A. Yes.

17 Q. Let's talk about tenure committees in particular.
18 Who can participate on those?

19 A. Tenured faculty.

20 Q. So the non-tenure track faculty in the bargaining
21 unit can't participate?

22 A. No.

23 Q. How about promotion committees for tenured or tenure
24 track faculty, who can participate in those?

25 A. Tenured faculty.

1 Q. Are there committees -- in your department is there a
2 committee for promotion of non-tenure track faculty?

3 A. There may be an ad hoc process, but there's no formal
4 committee.

5 Q. Have you ever participated on that committee or on an
6 ad hoc committee of that nature?

7 A. No.

8 Q. Is there a promotion process for librarians in the
9 bargaining unit?

10 A. Yes.

11 Q. And does that involve a committee?

12 A. It does.

13 Q. And who sits on those committees?

14 A. Librarians.

15 Q. Is there a promotion process for academic
16 professionals in your bargaining unit?

17 A. Not really. There -- I mean, there is no specified
18 process.

19 Q. To your knowledge are there promotions that can occur
20 for academic professionals?

21 A. Yes.

22 Q. And is there a committee that gets used?

23 A. No.

24 Q. Okay, I want to switch gears again. We've heard some
25 testimony about an organization called the United

1 Academics of Philadelphia, and I'd like you to turn first
2 of all to -- there's a stack of exhibits -- there's a
3 couple of stacks of exhibits in front of you. One of them
4 is Temple exhibits. Do you see that?

5 A. Yes.

6 Q. If you would turn to Temple Exhibit 9.

7 A. Okay.

8 Q. I think Mr. Langel the last time referred to the
9 blurbs that are in there as "testimonials." Have you seen
10 those testimonials before?

11 A. Yes, I have.

12 [Whereupon, a document was marked as

13 Union Exhibit No. 13 for identification.]

14 [Document provided to the witness, Hearing
15 Examiner and Mr. Langel.]

16 Q. -- I've handed you a brochure that I've marked Union
17 Exhibit 13. Have you seen that before?

18 A. Yes.

19 Q. What is it?

20 A. It's a brochure about why there should be an adjunct
21 union at Temple.

22 Q. Okay, and if you open the brochure on the right-hand
23 side and on the back page it looks like that's the same
24 testimonials. I mean, we could compare them word-for-
25 word, but it looks like the same testimonials that are on

1 Temple Exhibit 9, is that right?

2 A. Yes.

3 Q. And on the left side there inside the cover there's
4 some text with a picture underneath it. Is that you?

5 A. It is.

6 Q. And what is the text?

7 A. Well, it's a letter I wrote to the adjuncts saying
8 that we welcome their unionization to TAUP.

9 Q. And do you know to what purpose this brochure was
10 put?

11 A. It was used in talking one-to-one -- in one-to-one
12 conversations with adjuncts.

13 MR. LANGE: Objection, foundation.

14 MS. ROSENBERGER: I'll---

15 MR. LANGE: He's talking about one-to-one
16 conversations. He would only know about his own
17 conversations. He wouldn't know about more general
18 conversations.

19 MS. ROSENBERGER: I'll ask a slightly
20 different question.

21 Q. Did you engage in one-on-one conversations with
22 adjunct faculty about the organizing?

23 A. Some of them, yes.

24 Q. And did you use this brochure?

25 A. I did.

1 Q. So in your experience what did you use this brochure
2 for?

3 A. I used it as information for adjuncts to consider
4 when I asked them to sign authorization cards.

5 Q. Okay, and if you wrote this letter were you part of
6 preparing this brochure?

7 A. Yes.

8 Q. Was there a purpose that you had in having this
9 brochure prepared?

10 A. Yes, something attractive to give the views of a
11 number of adjuncts, as well as of our union, TAUP.

12 Q. What is United Academics of Philadelphia in relation
13 to TAUP?

14 A. Well, in relation to TAUP United Academics of
15 Philadelphia serves as our organizing committee.

16 Q. You said you were here at the last hearing. I want
17 to ask you about some statements that were attributed to
18 you by the University -- by Temple. First of all, when
19 was the most recent round of contract negotiations with
20 Temple?

21 A. They were concluded in October. Most of them took
22 place from early summer to -- through October 16th.

23 Q. Of 2014?

24 A. Of 2014.

25 Q. Okay, and in that round of negotiations did you --

1 were you TAUP'S chief negotiator?

2 A. Yes.

3 Q. Did you tell -- who was the university's chief
4 negotiator?

5 A. Sharon Boyle.

6 Q. And what's her role at Temple?

7 A. She's the Associate Vice President for Human
8 Resources.

9 Q. Did you tell Miss Boyle that any flexibility the
10 university needed to have in order to decide to hire fewer
11 faculty it got from the flexibility it had to hire or not
12 hire adjuncts?

13 A. No.

14 Q. Did you say -- did you recommend, or did anyone from
15 your team recommend increasing full-time faculty at the
16 expense of adjuncts?

17 A. No.

18 Q. -- Did you take the position in that round of
19 bargaining in support of a proposal for job security for
20 non-tenure track faculty that the university always has
21 more flexibility to get rid of adjuncts, so they should
22 give non-tenure track faculty job security?

23 A. No.

24 Q. -- Did you in the course of bargaining with the
25 university recommend increasing the number of full-time

1 faculty while decreasing the number of adjuncts?

2 A. No.

3 Q. -- Did you tell Temple that it -- or did anyone on
4 your team tell Temple that it should give non-tenure track
5 faculty greater job security because Temple was always
6 free to get rid of adjuncts?

7 A. No.

8 Q. Did you tell Temple to increase full-time faculty
9 rights and decrease adjunct faculty rights?

10 A. No.

11 Q. Did you respond to Temple's statement that they need
12 flexibility by saying, "You have that flexibility. You
13 can always get rid of the adjuncts."?

14 A. No.

15 Q. Did TAUP advocate that adjunct faculty not be hired
16 in the summer so that full-time faculty could be hired?

17 A. No.

18 Q. Did you have a conversation in the negotiations in
19 2014 about -- with Temple about increasing job security
20 for non-tenure track faculty?

21 A. Yes.

22 Q. What was TAUP seeking in that regard?

23 A. TAUP was seeking guaranteed multi-year contracts for
24 non-tenure track faculty who had been there for a
25 reasonable probationary period. We weren't calling it

1 "probationary," but that would be the effect.

2 Q. First of all, did you get that when you asked for it?
3 Did Temple agree to it?

4 A. No.

5 Q. Was there a conversation in connection with that
6 proposal regarding Temple's stated need for flexibility?

7 A. Yes.

8 Q. Describe what that was. Who said what?

9 A. Well, there were a number of conversations about this
10 issue that took place between June and October, and
11 initially the discussion was -- it was a discussion about,
12 you know, what we saw as the issues and what the
13 administration saw as the issues. It wasn't a
14 presentation of proposals, but it was a back and forth
15 discussion. And some of the NTT's, that's what we call
16 them, on our committee, you know, talked about their
17 concerns and their concerns particularly about a long-term
18 future at Temple, even though some of them have been
19 teaching at Temple for many years, -- that they always
20 felt very insecure and there was no career letter. So on
21 the other side the administration talked about, among
22 other things, about having flexibility to deploy faculty
23 where they needed, or when they're needed, and to having
24 too many people who are unnecessary because they have
25 long-term contracts. So we discussed the issue of

1 flexibility and I know that I said that we were mindful of
2 that concern and we thought it was important, but that we
3 felt that -- even our thoughts about it would give them a
4 great deal of flexibility in the use of non-tenure track
5 faculty. And when we came down to making proposals we did
6 make proposals about, -- for instance, that you would get
7 -- an NTT would get a multi-year appointment after a
8 certain period, -- let's say three years of initial
9 appointment, unless there were programmatic changes; that
10 is, changes to the curriculum that they had been teaching
11 in that would then eliminate their need, or some -- like
12 if a tenure track faculty member was hired to perform the
13 teaching duties that were formerly for an NTT; and also in
14 case of enrollment declines so that there was less need
15 for faculty in the program; or because of poor performance
16 that was documented by various measures including the feed
17 back forms, but other measures as well. So we talked
18 about flexibility and allowing management -- you know,
19 saying that we understood that management had flexibility
20 -- or wanted flexibility. So we were trying to build into
21 our proposal flexibility in dealing with non-tenure track
22 faculty so that they would not be getting something
23 equivalent to tenure, but they would be getting more job
24 security. -- And the response was that that wasn't
25 reasonable, or that that wasn't doable, -- and, you know,

1 we, at the union, questioned how much flexibility that the
2 administration really needs, because we've had this
3 conversation many times over the years. I know we -- at
4 least since 2000 we were having this kind of conversation
5 with management at the bargaining table, and we understand
6 what their needs are, but we think that there is -- you
7 know, that it doesn't have to be all or nothing, -- that
8 it would have to be all flexibility all the time. And we
9 pointed out that they already have a great deal of
10 flexibility when it comes to adjunct faculty, that we
11 don't represent those faculty, or that we didn't at the
12 time, and we still don't, and therefore we can't negotiate
13 for them, and that that was not the purpose of this
14 negotiation, -- but adjuncts are at will employees
15 essentially hired for a specific class, and that it was up
16 to management to decide who to hire in what types of
17 positions, and that we -- that there was a -- that we knew
18 that that was not a mandatory subject of collective
19 bargaining. So we couldn't -- and we tried. It's been
20 negotiated in the past, and we were unsuccessful in
21 getting management to agree. So we felt that in that
22 argument, in that discussion, that management already had
23 all the flexibility it could need because there were
24 regular courses that needed to be met, students that
25 needed to be taught, and that there was no need for such a

1 wide latitude of flexibility.

2 Q. Let me ask you about -- you spoke awhile ago now
3 about approximately how many non-tenure track versus
4 tenure track and tenured faculty that are in your
5 bargaining unit, and that it's roughly half-and-half in
6 terms of faculty, right?

7 A. Yeah. I think I understated the number of tenured
8 faculty. I did some arithmetic in my head and it was too
9 low. It's probably closer to seven hundred, but, yeah,
10 there's a very large proportion. I know the last time I
11 did the calculation that non-tenure track faculty were 45%
12 of the full-time faculty in our bargaining unit.

13 Q. And has that always been true over the years that
14 you've worked as -- that you've been President of TAUP or
15 chief negotiator?

16 A. No. It's been as low as 15%. I know it was about
17 18% fifteen years ago, and the numbers have gone up a lot.
18 The proportion has gone up a lot.

19 Q. Just so that the record is clear. The category of
20 people that we now call NTT, or non-tenure track faculty,
21 have they always gone by that title?

22 A. No. For a long time they were called dean's
23 appointments as opposed to presidential faculty, --
24 presidentially appointed faculty. Those are the tenured
25 or tenure track faculty that had the designation

1 "presidential." And the non-tenure track faculty were
2 called dean's appointments, -- but things changed over
3 time.

4 MS. ROSENBERGER: That's all I have on
5 direct.

6 MR. LANGE: Can we take about fifteen
7 minutes?

8 HEARING EXAMINER: Sure. Off the record.

9 [Whereupon, at 11:15 a.m., April 21, 2015 the hearing
10 recessed.]

11 [Whereupon, at 11:31 a.m., April 21, 2015 the hearing
12 reconvened.]

13 HEARING EXAMINER: All right, we're back
14 on. Cross, Mr. Lange.

15 MR. LANGE: Thank you.

16 CROSS-EXAMINATION

17 BY MR. LANGE:

18 Q. Hi, Art. How are you?

19 A. I'm fine. How are you?

20 Q. I'm good. Thank you. -- What do you mean when you
21 say, "United Academic Professionals is TAUP's organizing
22 committee"?

23 A. Well, they serve as our organizing committee. They
24 have other functions as well.

25 Q. What are the other functions?

1 A. Well, they're trying to talk with adjuncts all over
2 the metropolitan area.

3 Q. Are they a union?

4 A. Not really.

5 Q. They're not a union? Are they----

6 A. They aspire to be a local, but they're not yet.

7 Q. All right, and are they affiliated with AFT?

8 A. Yes.

9 Q. Okay, and what's their affiliation with AFT?

10 A. They are a project of the AFT.

11 Q. And what does that mean, "they're a project of the
12 AFT"?

13 A. AFT has a project organizing adjuncts in the
14 Philadelphia metropolitan area, and Temple is one of those
15 -- you know, one part of that project.

16 Q. Do you know what their legal status is?

17 A. What their legal status is?

18 Q. Yes.

19 A. I'm not sure----

20 MS. ROSENBERGER: I'm going to object. I
21 don't know what that means, "legal status."

22 MR. LANGE: Are they a corporation? Are
23 they----

24 MS. ROSENBERGER: Oh.

25 Q. Are they a nonprofit? Are they tax exempt? Do you

1 know what their legal status is?

2 A. They're part of the American Federation of Teachers
3 which is a nonprofit.

4 Q. Okay. And do you know what part of the American
5 Federation of Teachers they are from a legal standpoint?

6 A. From a legal standpoint, no, I don't know.

7 [Whereupon, a document was marked as
8 Temple Exhibit No. 16 for identification.]

9 Q. -- Let me show you what was marked as Temple Exhibit
10 16.

11 [Document provided to the witness, Hearing
12 Examiner and Ms. Rosenberger.]

13 Q(Con't) This is a Temple Association of University
14 Professionals e-Bulletin with your name at the bottom,
15 correct?

16 A. Yes.

17 Q. What is a TAUP e-Bulletin?

18 A. It's a communication we send out to the members of
19 our bargaining unit on-line, -- and we post it on-line as
20 well.

21 Q. When you say you post it on-line where do you post
22 it?

23 A. On our web site.

24 Q. And you also send it to your----

25 A. To the members of the bargaining unit as an e-mail.

- 1 Q. Now, when you say, "the members of the bargaining
2 unit," are those all bargaining unit employees?
- 3 A. Everybody we represent.
- 4 Q. Okay, whether they're dues paying or not?
- 5 A. Correct.
- 6 Q. And this is dated September 16th, 2014, correct?
- 7 A. Yes.
- 8 Q. It begins, "Dear Colleagues." Who did you mean by
9 "colleagues" here?
- 10 A. The members of the bargaining unit.
- 11 Q. And if you look at the second paragraph it says that
12 the organizing drive started this week, correct?
- 13 A. Yes.
- 14 Q. -- And you're telling your colleagues that,
15 "Starting this week adjunct professors on campus are
16 organizing for a union voice with TAUP and United
17 Academics of Philadelphia, AFT's citywide contingent
18 faculty union in Philadelphia." Correct?
- 19 A. Yes.
- 20 Q. And by, "this week," you meant the week of September
21 16th, 2014, correct?
- 22 A. Correct.
- 23 Q. And you also say in the second paragraph of this, "We
24 are pleased to stand in solidarity with their effort to
25 establish a collective bargaining agreement for adjunct

1 faculty at Temple, just like our colleagues at Rutgers,
2 Illinois-Chicago, SUNY," and that's S-U-N-Y, "and other
3 universities." Correct?

4 A. Yes.

5 Q. Are you aware of the union structure at Illinois-
6 Chicago?

7 A. There are two bargaining units there.

8 Q. Two bargaining units?

9 A. Yes.

10 Q. And what do you mean by, "there are two bargaining
11 units"?

12 A. One for the tenured and tenure track faculty and one
13 for the non-tenure track faculty.

14 Q. So that's not what you seek to have here, one
15 bargaining unit that would, if you were successful in this
16 petition, include full-time faculty, adjuncts, librarians
17 and academic professionals? At Illinois-Chicago there are
18 actually two separate bargaining units.

19 A. Yes.

20 Q. All right. And are you aware of the union structure
21 at Rutgers?

22 A. Yes.

23 Q. And what is that structure?

24 A. To the best of my knowledge the adjuncts are a
25 separate bargaining unit.

1 Q. And are you aware that the adjuncts at Rutgers have a
2 separate collective bargaining agreement?

3 A. Yes.

4 Q. And do negotiations separately?

5 A. Yes.

6 Q. So in this letter you write that, "Starting this week
7 adjunct professors on campus are organizing for a union
8 voice with TAUP and United Academics of Philadelphia."
9 Correct?

10 A. That's what it says, yes.

11 Q. And you also say you want them to do just what
12 Illinois-Chicago and Rutgers do.

13 MS. ROSENBERGER: Objection. That's not
14 what it says. The document says what it says.

15 Q(Con't) It says, "We are pleased to stand in solidarity
16 with their effort to establish a collective bargaining
17 agreement for adjunct faculty at Temple, just like our
18 colleagues at Rutgers, Illinois-Chicago" and so on.
19 Correct?

20 A. It says that, yes.

21 Q. And "just like Rutgers" would mean two separate
22 bargaining units?

23 A. No, that's not what it means.

24 Q. What does it mean then?

25 A. It means that we----

1 Q. What does it mean then if it's to be just like
2 Rutgers?

3 A. Our colleagues at Rutgers have all faculty unionized.
4 That includes full-time faculty and adjunct faculty.

5 Q. But at Rutgers there are two separate bargaining
6 units?

7 MS. ROSENBERGER: Objection, asked and
8 answered.

9 HEARING EXAMINER: Sustained.

10 Q(Con't) At the end of the second paragraph you say,
11 "Having a fully organized faculty will benefit us all."
12 Correct?

13 A. Yes.

14 Q. But in fact the petition seeks a less than fully
15 organized faculty, right?

16 A. I don't know what you mean.

17 Q. The petition you have filed seeks a less than fully
18 organized faculty. Isn't that correct?

19 A. -- I still don't know what you mean.

20 Q. Well, adjuncts in the Schools of Law, Medicine,
21 Dentistry and Podiatric Medicine would not be organized if
22 you are successful in this petition, correct?

23 A. Right, correct.

24 Q. So you would not have a fully organized faculty,
25 correct?

1 A. In that sense, yes.

2 Q. But you would not? The faculty at the college, at
3 the university would not be organized?

4 A. We already have faculty at the university who are not
5 organized.

6 Q. I understand that. What I am saying is, if your
7 petition is successful you would not have a fully
8 organized faculty.

9 A. Within our bargaining unit we would.

10 Q. Within your TAUP bargaining unit, the schools and
11 colleges you represent?

12 A. Yes.

13 Q. But you would not have a fully organized faculty at
14 the college, correct?

15 MS. ROSENBERGER: At the college?

16 Q(Con't) At the university?

17 A. We wouldn't represent all faculty at the university,
18 no.

19 Q. -- You say, "We are pleased to stand in solidarity
20 with their effort to establish a collective bargaining
21 unit for adjunct faculty at 'Temple" in this letter,
22 correct?

23 A. Yes.

24 Q. What do you mean by, "stand in solidarity"?

25 A. I mean that we support the efforts of adjunct

1 faculty.

2 Q. -- The sentence begins with, "adjunct faculty," with
3 adjunct professors, we stand in solidarity with them. Let
4 me try to get some things clear. -- This petition does
5 not seek a separate adjunct bargaining unit, correct?

6 A. That's right.

7 Q. Let me show you, and I'd like this marked for the
8 record, and it may not have to be because it's been filed,
9 but I'd like to show you Exhibit 17, 18 and 19, which are
10 the Petitions and Amended Petitions.

11 [Whereupon, the documents were marked as
12 Temple Exhibit Nos. 17, 18 and 19 for
13 identification.]

14 A. Are they up here in this pile here?

15 Q. I'm going to give them to you.

16 A. Oh.

17 MS. ROSENBERGER: Are you distributing
18 copies, John?

19 MR. LANGE: Yes.

20 [Documents provided to the Hearing
21 Examiner and Ms. Rosenberger.]

22 THE WITNESS: I don't have a copy of them.

23 MR. LANGE: Oh, I'm sorry.

24 [Documents provided to the witness.]

25 MR. LANGE: Nothing personal.

1 BY MR. LANGEL:

2 Q. Art, who is Rochelle Fiore?

3 A. She's an employee of the American Federation of
4 Teachers.

5 Q. So she's not affiliated with TAUP?

6 A. I work very closely with Rochelle and have for a few
7 years.

8 Q. Art, that's not the question I asked you. Is she
9 affiliated with TAUP?

10 MS. ROSENBERGER: I'm sorry, I'm going to
11 object. That is the question you asked, and he answered
12 that question.

13 MR. LANGEL: He said that he works closely.

14 A. We are affiliated with the American Federation of
15 Teachers, and therefore, yes, she is affiliated with us.

16 Q. Okay, and you are affiliated with AFT how?

17 A. They are our national affiliate.

18 Q. And is she an employee of TAUP?

19 A. She is not.

20 Q. Now, you explained to us your understanding of what
21 Rutgers and Illinois-Chicago is, and what you meant by
22 your letter when you said, "just like." Because----

23 MS. ROSENBERGER: Objection. He didn't
24 say, "just like."

25 MR. LANGEL: Or "like".

1 MS. ROSENBERGER: Or that way.

2 MR. LANGE: Whatever the letter says.

3 Q(Con't) And because TAUP is seeking an accretion in this
4 case, full-time faculty would have to ratify any changes
5 to their collective bargaining agreement that would cover
6 adjuncts, correct?

7 A. For a collective bargaining agreement, yes. Under
8 our constitution we require members to vote on the
9 collective bargaining agreement.

10 Q. Now, Art, you've used "members" a couple of times
11 now. When you said, "members" -- before you said
12 "everybody in the bargaining unit." When you say,
13 "members to vote" who would actually get to vote?

14 A. Dues paying members of the union in good standing.

15 Q. All right. So they would have to approve a
16 collective bargaining agreement that would cover adjuncts?

17 A. Yes.

18 Q. And by virtue of the petition in this case adjuncts
19 would be in one unit with full-time faculty under your
20 petition?

21 A. Yes.

22 Q. All right. And you agree that through your petition
23 adjuncts would have a voice in TAUP, correct?

24 A. Correct.

25 Q. And you also agree that your petition makes no

1 mention of what I'll call, "UAP," United Academic
2 Professionals?

3 A. The petition, which one is that?

4 Q. 17, 18 and 19, any of your petitions.

5 [Witness peruses documents.]

6 MS. ROSE BERGER: We'll stipulate that the
7 petitioner is TAUP.

8 Q(Con't) And it makes no mention----

9 A. It doesn't, no.

10 Q. It makes no mention of UAP?

11 A. Well, I don't see it, -- so I guess it's not there.
12 I just don't want to be tripped up.

13 Q. Go back to 16, please.

14 A. 16?

15 Q. Yes. And take a look at the fifth paragraph that
16 starts, "TAUP pledges".

17 A. Yes.

18 Q. In that paragraph you say, "Even though many
19 decisions about structure have not yet been made, the
20 Executive Committee and I share a commitment to full
21 representation of all Temple's educators that gives
22 adjuncts the final say over their own working conditions."
23 Correct?

24 A. Yes.

25 Q. Okay, what do you mean when you reference,

1 "structure"?

2 A. The internal organizational structure of the local.

3 Q. Okay, and when you say, "that gives adjuncts the
4 final say over their own working conditions," how would an
5 adjunct have the final say over their working conditions
6 if they become part of TAUP and its relationship with
7 Temple?

8 A. That's yet to be determined, but they would have a --
9 you know, this doesn't say that they would not -- that it
10 would not be a combined unit. It doesn't say that any
11 collective bargaining agreement wouldn't be subject to a
12 vote of all of the members. How the internal structure is
13 set up is an internal matter.

14 Q. All right, but right now, based on what you've told
15 us today, the existing members who have the right to vote
16 would have to approve the collective bargaining that
17 included adjuncts. Correct?

18 A. Under the existing structure, yes.

19 Q. All right, so under the existing structure,
20 notwithstanding what you've said here, adjuncts would not
21 have the final say, would they?

22 A. -- But the first part of the sentence says that
23 decisions have not been made yet. So we're committed to
24 this, and it doesn't say that we have decided exactly how
25 it's going to happen, -- because we haven't.

1 Q. As it stands now, and certainly as it stood when you
2 wrote this letter, they would not have the final say.

3 Correct?

4 A. Not all alone.

5 Q. Right, not all alone. So again, they would not have
6 all alone the final say?

7 A. That's what I just said.

8 Q. All right. -- What they will get by virtue of this
9 petition is a voice?

10 A. Mainly.

11 Q. Correct?

12 A. Yes.

13 Q. At the end of the letter you ask the reader to "show
14 your solidarity with the organizing effort" by signing a
15 mission statement in support of meaningful representation
16 of adjunct voices at Temple, correct?

17 A. Yes.

18 [Whereupon, a document was marked as
19 Temple Exhibit No. 20 for identification.]

20 Q. All right, let me show you a copy of the mission
21 statement.

22 [Document provided to the witness, Hearing
23 Examiner and Ms. Rosenberger.]

24 Q. This has been marked as Temple Exhibit 20. Are you
25 familiar with this?

- 1 A. Yes. I signed it.
- 2 Q. You signed the mission statement in support?
- 3 A. Yes.
- 4 Q. There is a web page where the embedded hyper link in
5 your letter takes the reader, correct, and your letter is
6 the letter we previously marked?
- 7 A. Yes.
- 8 Q. All right. The heading shows UAP's logo, correct?
- 9 A. Correct.
- 10 Q. TAUP is never mentioned on this page, is it?
- 11 A. I don't see it, no.
- 12 Q. And according to your e-Bulletin, Temple 16, this is
13 the adjunct mission statement, correct?
- 14 A. Yes.
- 15 Q. And the gray area indicates where the mission
16 statement begins, correct, or what appears gray yellow?
- 17 A. Yes.
- 18 Q. All right. And it starts with, "We the adjunct
19 instructors of Temple University," correct?
- 20 A. Yes.
- 21 Q. And then it goes on to say, "we are forming a union,"
22 right?
- 23 A. Right.
- 24 Q. And then it says, "As adjunct instructors, we seek
25 solutions to issues such as job security, fair pay, class

1 sizes, class cancellations, benefits, and professional
2 advancement. Our union will focus on," and it continues.
3 Correct?

4 A. Yes.

5 Q. And although it says, "we are forming a union," and
6 although it says, "our union," by virtue of the petition
7 that you filed in this case the adjunct faculty will not
8 have their own union, correct?

9 A. Correct.

10 Q. This statement, this mission statement, doesn't say
11 anything about accreting or joining the full time faculty
12 unit, does it?

13 A. No.

14 Q. Would you read the last paragraph?

15 A. "Together we can accomplish what we cannot"----

16 Q. No, "United Academics," all the way at the bottom.

17 A. Oh. "United Academics is a local of the American
18 Federation of Teachers with membership that includes
19 adjunct faculty, tenure and non-tenure track faculty and
20 academic staff at colleges and universities in the
21 Philadelphia metro area."

22 Q. So this says that it's an AFT local, correct?

23 A. Yes.

24 [Whereupon, a document was marked as
25 Temple Exhibit No. 21 for identification.]

1 Q. All right, let me show you what we've marked as
2 Temple Exhibit 21.

3 [Document provided to the witness, Hearing
4 Examiner and Ms. Rosenberger.]

5 Q(Con't) So Temple Association of University
6 Professionals, TAUP, has an official Facebook page,
7 correct?

8 A. Yes.

9 Q. And this is a Facebook post on TAUP's Facebook wall
10 on September 16th, 2014, correct?

11 A. Yes.

12 Q. And it says, "Support our adjunct colleagues in their
13 drive for unionization at Temple." Do you see that?

14 A. Right.

15 Q. It says, "their drive"?

16 A. Yes.

17 Q. It doesn't say, "our drive," meaning TAUP's drive,
18 does it?

19 A. Well, I don't know where you get that it doesn't mean
20 TAUP, but it says, yes, "their drive."

21 Q. It's all under the UAP -- it's all right above the
22 UAP logo. You'll read it and have your interpretation,
23 and the Hearing Examiner will read it and have his, and
24 I'll read it have mine. This was posted on the same day
25 as your e-Bulletin, correct?

1 A. Right.

2 Q. And in this post there's a banner with UAP's emblem
3 and the words, "UAP at Temple University, a Chapter of AFT
4 Local # 9608." Correct?

5 A. Correct.

6 Q. And it also has a hyper link to the UAP web site that
7 appears under those words, correct?

8 A. Yes.

9 [Whereupon, a document was marked as
10 Temple Exhibit No. 22 for identification.]

11 Q. Let me show you what we've marked as Temple Exhibit
12 22.

13 [Document provided to the witness, Hearing
14 Examiner and Ms. Rosenberger.]

15 Q(Con't) Have you seen this before?

16 [Witness briefly peruses document.]

17 A. I'm not sure where it's from, but I've seen the words
18 before, sure.

19 Q. Art, in fact you've mentioned before -- well, you may
20 not have mentioned it before. This is the authorization
21 card packet----

22 A. Okay.

23 Q. That was sent to Temple adjuncts during the
24 organizing drive, correct?

25 A. I don't know if it was sent to them, but it was

1 certainly distributed to them.

2 Q. Do you know who sent out the packet or distributed
3 the packet?

4 A. The organizers for the -- from the organizing
5 campaign on the organizing committee.

6 Q. Pardon me?

7 A. The organizers who were working with the organizing
8 committee.

9 Q. So was that UAP?

10 A. Yes, they were the organizing committee for TAUP.

11 Q. Take a look at the first page.

12 A. Okay.

13 Q. This opening letter says, "adjunct faculty are coming
14 together to form a union." Do you see that?

15 A. Yes.

16 Q. And the last sentence in that first paragraphs says,
17 "We are forming a union," correct?

18 A. Yes.

19 Q. Neither of these says anything like, "We, Temple
20 adjuncts, seek to become part of TAUP," correct?

21 A. It doesn't say it exclusively, no.

22 Q. It doesn't say, "We adjuncts are coming together with
23 the full-time faculty," correct?

24 MS. ROSENBERGER: Objection. It says what
25 it says. and it doesn't say lots of things. We don't have

1 to belabor this by saying all the things it doesn't say.

2 Q{Con't} It doesn't say that, correct?

3 HEARING EXAMINER: I think you've made your
4 point. Can we move on from this?

5 Q{Con't} It said -- the second paragraph refers to "our
6 union," doesn't it? And it says, "Our union will."

7 A. I'm not sure what you're trying to drive at frankly.

8 Q. I'm trying to drive at the position you've taken in
9 the case, Dr. Hochner, that the organizing card refers to
10 TAUP and UAP and these refer -- the sentences I'm
11 referring you to refer to "our union" under a UAP logo and
12 a UAP/TAUP logo, and it's not just TAUP. That's what I'm
13 trying to point out Dr. Hochner. It says, "our union."

14 A. Yes.

15 Q. It doesn't say, "We seek to become part of TAUP."

16 A. It says, "in solidarity," and TAUP is listed there.
17 As I said, the UAP serves as the organizing committee for
18 TAUP in this case.

19 Q. It doesn't say that anywhere. It doesn't say, "UAP
20 serves as an organizing committee." In fact it says,
21 "Temple adjunct faculty organizing committee, United
22 Academics of Philadelphia and TAUP."

23 A. Yes, it does.

24 Q. And it talks about forming our separate union,
25 correct?

1 A. It does not say, "our separate union." I don't see
2 that.

3 Q. It talks about forming "our union," correct?

4 A. It says that----

5 MS. ROSENBERGER: We'll stipulate that it
6 says what it says.

7 MR. LANGE: He asked me what point I was
8 making. I was explaining it to him.

9 Q. Turn to the----

10 THE WITNESS: I think "our union" is----

11 Q. There's no question. Turn to the second page,
12 please. At the top it says, "To vote for a union at
13 Temple, please." Do you see that?

14 A. Yes.

15 Q. And then it continues with a bullet list of
16 instructions, correct?

17 A. Right.

18 Q. And it says -- the first bullet says, "Remember to
19 sign and date the authorization card," correct?

20 A. Yes.

21 Q. And then it says, "Fill out the membership card for
22 the union. Dues will not be deducted until a contract has
23 been negotiated and ratified by the adjuncts at Temple
24 University." Correct?

25 A. Right.

1 Q. Again, with things as they stand right now, the
2 adjuncts wouldn't get to ratify an agreement, would they?

3 A. Yes, they would.

4 Q. They would be part of a much larger body that would
5 get to ratify the agreement, correct?

6 A. -- They would be part of the TAUP.

7 Q. They would be part----

8 A. They would be subject to TAUP rules.

9 Q. All by themselves they would not get to ratify an
10 agreement, correct?

11 A. As I said, that's not been determined by our
12 organizational structure yet.

13 Q. As it stands right now, if they were accreted
14 tomorrow by organizational structure they would not get to
15 ratify an agreement?

16 HEARING EXAMINER: Mr. Langel, haven't we
17 covered this?

18 MR. LANGEL: Well, I----

19 HEARING EXAMINER: I don't know how many
20 different times you can ask this question.

21 MR. LANGEL: If adjuncts are accreted into
22 a full-time unit -- I'll withdraw that.

23 Q{Con't} The fourth bullet instructs adjuncts to mail the
24 authorization card, membership card, and signed mission
25 statement in the self addressed envelope back to United

- 1 Academics of Philadelphia, correct?
- 2 A. Yes.
- 3 Q. They are instructed to send them to UAP, correct?
- 4 A. Yes.
- 5 Q. And TAUP's name doesn't appear on this entire page of
- 6 instructions, correct?
- 7 A. No.
- 8 Q. The next page is the mission statement that was
- 9 included as part of the packet. This is the same as
- 10 Temple 17, correct? I'm sorry, 16. Correct?
- 11 A. Except this time it has a TAUP logo on it.
- 12 Q. It has TAUP and what other logo?
- 13 A. It has TAUP's logo on it I said.
- 14 Q. Is there any other logo?
- 15 A. Yes, UAP.
- 16 Q. And it references, "We, the adjunct instructors of
- 17 Temple University" and then says, "we are forming a
- 18 union," correct?
- 19 A. Where? Which page?
- 20 Q. Page 3, the mission statement.
- 21 A. Yes.
- 22 Q. It says, "we are forming a union," right?
- 23 A. Right.
- 24 Q. And they were not forming a union, correct?
- 25 A. [No response.]

1 Q. The union was already formed, right?

2 A. Not with them in it.

3 Q. Not with them in it, but this action, meaning the
4 petition in this case, does not form a union, does it?
5 The union already exists, right, Dr. Hochner?

6 A. That they would be accreted into, yes.

7 Q. Now, pages 6 and 7 have testimonials from adjuncts
8 about wanting a union. -- Correct? It starts with your
9 letter, which is page 5, and then pages 6 and 7, "Why We
10 Want a Union."

11 A. Yes.

12 Q. Does anything on these two pages indicate that
13 adjuncts want to join the full-time faculty union?

14 MS. ROSENBERGER: Are you asking him to
15 read the whole document and answer that question, rather
16 than having the parties be able to read the document and
17 it says what it says?

18 MR. LANGE: Well, you know, unfortunately
19 I had the experience of trying a number of cases, and I've
20 had a number of judges say, "I want the documents read
21 into the record because don't think I will go back and
22 read every page of every document." And that's----

23 HEARING EXAMINER: Is there really a
24 factual dispute here on this point? I mean, isn't this a
25 legal argument you're raising. Aren't you going to point

1 all of this stuff out in your post-hearing brief?

2 MR. LANGEL: We will.

3 HEARING EXAMINER: So why do we need to
4 have him answer about every line of this exhibit, what it
5 does and what it does not say?

6 MR. LANGEL: Because we're establishing a
7 record.

8 HEARING EXAMINER: This is in the record,
9 isn't it?

10 MR. LANGEL: Yes.

11 HEARING EXAMINER: Did you not just submit
12 this as an exhibit?

13 MR. LANGEL: Well, I haven't yet offered it
14 as an exhibit, but I will at the end of my case. I don't
15 offer exhibits during their case.

16 HEARING EXAMINER: Did she not just
17 stipulate to what it says in here?

18 MR. LANGEL: I didn't hear that. She said
19 we could read it. If we stipulate that nowhere is TAUP
20 mentioned other than a logo, then I can dispense with this
21 line of questioning, but I didn't hear that.

22 MS. ROSENBERGER: Well, actually it
23 wouldn't be true to say that nowhere in this entire
24 document is TAUP mentioned other than a logo. But if
25 you're talking about specifically the brochure it's going

1 to be in the record because it's our exhibit unless you're
2 going to object to it.

3 BY MR. LANGE:

4 Q. Take a look at the authorization card which is the
5 next page.

6 A. Yes.

7 Q. And this card states, "By signing below I hereby
8 authorize Temple Association of University Professionals,
9 United Academics of Philadelphia, AFT-PA, AFT, AFL-CIO to
10 be my exclusive representative." Correct?

11 A. Yes.

12 Q. And by virtue of the petition you filed UAP would not
13 be the exclusive representative, correct?

14 A. UAP is an organizing committee of TAUP.

15 Q. So TAUP, UAP would not be the exclusive
16 representative, correct?

17 A. UAP doesn't exist as a separate entity.

18 Q. Let's try it again. TAUP, UAP would not be the
19 exclusive representative as the card states, correct?

20 A. To the extent that UAP is a part of TAUP it would.

21 Q. And what -- so are you then saying that this petition
22 would have TAUP, UAP be the exclusive bargaining
23 representative in connection with Temple University?

24 A. Well, TAUP would be the exclusive bargaining
25 representative.

1 Q. Okay. And UAP would not be a bargaining
2 representative or would it be a bargaining representative?

3 A. It would be a part of TAUP, -- just like TAUP is a
4 part of AFT-PA, AFT and AFL-CIO.

5 Q. So then TAUP, United Academics of Philadelphia would
6 not be the exclusive representative, correct?

7 A. TAUP would be the legal entity.

8 [Whereupon, at document was marked as
9 Temple Exhibit No. 23 for identification.]

10 Q. -- Let me show you what we've marked as 23.

11 [Document provided to the witness, Hearing
12 Examiner and Ms. Rosenberger.]

13 Q(Con't) Again this is an e-Bulletin. -- Correct?

14 A. Yes.

15 Q. And the top says, "Temple Adjuncts File for
16 Election"?

17 A. Right.

18 Q. And the second paragraph reads, "Adjunct faculty
19 filed authorization cards on December 17th with the
20 Pennsylvania Labor Relations Board seeking union
21 representation with TAUP and the United Academics of
22 Philadelphia, which is the AFT's Philadelphia area local
23 for adjunct faculty." Right?

24 A. That's what it says yes.

25 Q. And the authorization card says, "TAUP, UAP," right?

1 A. Yes.

2 Q. And in fact UAP----

3 MS. ROSENBERGER: I'm going to object to
4 the relevance of this exhibit since, based on the date, it
5 doesn't relate to Temple's argument that the showing of
6 interest is inappropriate here, because the showing of
7 interest -- whatever was signed after this would have been
8 publicized and isn't what is presented to the Board as a
9 showing of interest. What was presented to the Board as a
10 showing of interest is what was with the petition when it
11 was filed.

12 THE WITNESS: Excuse me, sir. Can I take a
13 bathroom break?

14 HEARING EXAMINER: Yeah. One second. Do
15 you have a response to that?

16 MR. LANGE: I don't know what the
17 objection is.

18 MS. ROSENBERGER: Relevance.

19 MR. LANGE: The relevance is that in real
20 time at the time this was -- at the time the petition in
21 this case was filed it says that adjunct faculty -- it
22 told its community that adjunct faculty filed a petition
23 seeking union representation with TAUP and the United
24 Academics of Philadelphia, which is the AFT's Philadelphia
25 local for adjunct faculty. This----

1 MS. ROSENBERGER: And my objection is that
2 the fact that this was dated on the day that the petition
3 was filed -- or, no, I'm sorry -- a month after the
4 petition was filed is irrelevant to Temple's argument or
5 anything else in this hearing. Their argument is that the
6 showing of interest was obtained by misrepresentation.
7 This couldn't have affected the showing of interest.

8 HEARING EXAMINER: I'm going to sustain the
9 objection. Off the record.

10 [Whereupon, at 12:10 p.m., April 21, 2015 the hearing
11 recessed.]

12 [Whereupon, at 12:14 p.m., April 21, 2015 the hearing
13 reconvened.]

14 HEARING EXAMINER: All right, we're back
15 on.

16 MR. LANGE: If I could? Today TAUP has
17 taken the position that there was no confusion in this
18 case, and we've taken the position that there is
19 confusion. This, which was sent out by TAUP one month
20 after the petition was filed, and months before the
21 hearing in this case, underscores that TAUP believed, and
22 was stating that TAUP and UAP would be the union
23 representing the adjuncts. It is inconsistent with the
24 testimony that we've heard already from Dr. Hochner and
25 from adjuncts because it says, "TAUP and UAP," and it's an

1 admission of a party in this case. I think it's highly
2 relevant because it contradicts the position that they all
3 of a sudden are taking in March of 2015.

4 HEARING EXAMINER: The objection is
5 sustained. I'm going to leave it in the record marked as
6 Temple Exhibit 23 for purposes of appeal.

7 MR. LANGEL: Could you tell us the basis of
8 the objection -- or of the----

9 HEARING EXAMINER: It's not relevant.

10 MR. LANGEL: Why is it not relevant?

11 HEARING EXAMINER: If you don't like it,
12 Mr. Langel, you can file exceptions. Let's move on.

13 MR. LANGEL: I'm just asking because I----

14 HEARING EXAMINER: It post-dates the date
15 of the cards.

16 MR. LANGEL: But predates the testimony
17 that we've heard.

18 HEARING EXAMINER: If you don't like it you
19 can file exceptions.

20 MR. LANGEL: I just wanted to know so I
21 could dispense with certain other questions. I wanted to
22 understand it.

23 [Whereupon, a document was marked as
24 Temple Exhibit No. 24 for identification.]

25 BY MR. LANGEL:

1 Q. Let me show you what we've marked as Temple 24.

2 [Document provided to the witness, Hearing
3 Examiner and Ms. Rosenberger.]

4 Q(Con't) Do you see this, Art?

5 A. Yes.

6 Q. And this is a screen shot showing that you liked a
7 video posted on the UAP Facebook page, correct?

8 A. Right.

9 Q. You saw -- you watched that video?

10 A. I have.

11 Q. And that was a video of the UAP Facebook page,
12 correct?

13 A. Yes.

14 Q. And that was a video taken immediately following the
15 filing of the petition in this case, correct?

16 A. I don't know exactly when it was made.

17 MR. LANGEL: We'd like to show the video.
18 We were prepared to show it on the wall in the other
19 hearing. Because of the wall here we can't. We'd like to
20 show it to the witness, to you and the other side. It's
21 thirty seconds.

22 MS. ROSENBERGER: I would like an offer of
23 proof as to what the video will show because I think it's
24 irrelevant.

25 MR. LANGEL: The video is a statement from

1 the people who filed the petition of what they believe
2 they were filing when they filed the petition moments
3 after they filed the petition.

4 HEARING EXAMINER: I'll allow it. Do we
5 all need to move over to see this?

6 MR. LANGEL: We'll put it up there and the
7 other side can watch it also. I apologize, but we thought
8 we were going to have a white wall to show it on.

9 [Lap top computer placed on edge of
10 Hearing Examiner's bench just above
11 witness box so that Hearing Examiner,
12 witness and Ms. Rosenberger are able to
13 view lap top screen.]

14 HEARING EXAMINER: Do we all need
15 [Video played on lap top.]

16 PERSON SPEAKING ON VIDEO: Okay, wait. All
17 right, go ahead. United Academics of Philadelphia is in
18 Harrisburg today filing for [inaudible] election at Temple
19 University for [inaudible] adjuncts. We're here in front
20 of the Pennsylvania Labor Relations [inaudible]. We're
21 really excited and...

22 [Video ends.]

23 MR. LANGEL: Do you need us to show -- to
24 listen to it again so you could catch it? We'll take it
25 to the reporter.

1 [Video play commences on lap top
2 computer.]

3 PERSON SPEAKING ON VIDEO: Wait. Okay,
4 wait. All right, go ahead. United Academics of
5 Philadelphia is in Harrisburg today filing for a unit
6 election at Temple University for Temple adjuncts. We're
7 here in front of the Pennsylvania Labor Relations Board.
8 We're really excited and...

9 [Play of video stops.]

10 MR. LANGEL: The video would be Temple 25.

11 MS. ROSENBERGER: Temple 25.

12 HEARING EXAMINER: Are you going to make a
13 CD of that or something?

14 MR. LANGEL: Yes, we will.

15 [Whereupon, sequentially Temple Exhibit No.
16 25 for identification was reserved for a
17 DVD of the video to be submitted to the
18 Hearing Examiner.]

19 BY MR. LANGEL:

20 Q. Art, you talked about what you're currently teaching
21 and you said you're teaching 4½ credits. Is that correct?

22 A. 4½ credits is my teaching load this semester.

23 Q. And normally it's just 3?

24 A. Yes.

25 Q. And you mentioned getting release time.

1 A. I don't know if I mentioned it, but I do get release
2 time, yes.

3 Q. And what do you get release time for?

4 A. I get 6 hours of release time each semester in
5 connection with the Collective Bargaining Agreement for
6 being union president and chief negotiator.

7 Q. That's 6. A normal workload -- a full would be 12,
8 correct?

9 A. It would.

10 Q. And so you have 3 and 6. What do you get your other
11 3 for?

12 A. For research productivity.

13 Q. And, Art, you mentioned teaching overload. What do
14 you mean by that?

15 A. I get paid extra to do additional teaching.

16 Q. And are you doing that now?

17 A. Yes.

18 Q. So are you teaching -- are you actually teaching more
19 than 4½?

20 A. Yes.

21 Q. All right. -- And what's your overload class?

22 A. It's a negotiation class for the Executive MBA
23 program. It's 3 credits.

24 [Whereupon, a document was marked as

25 Temple Exhibit No. 26 for identification.]

1 Q. I'm showing you what we've marked as Temple 26.

2 [Document provided to the witness, Hearing
3 Examiner and Ms. Rosenberger.]

4 Q(Con't) Art, how did it come about that you're teaching
5 that overload class?

6 A. I was asked to by the Executive MBA program and given
7 an appointment letter from the Dean that I had to sign,
8 and I did.

9 Q. What do you mean when you say you were asked by the
10 Executive MBA program?

11 A. There's a Director of the Executive MBA program.

12 Q. And who is that?

13 A. His name is Michael Rivera.

14 Q. And is he a faculty person?

15 A. Yes.

16 Q. And a faculty person in your college?

17 A. Yes.

18 Q. Take a look at Temple Exhibit 26.

19 A. Um-hunh.

20 Q. What's the Temple News?

21 A. It's the student newspaper.

22 Q. In the second paragraph it states that adjunct
23 professors filed authorization cards with the Pennsylvania
24 Labor Relations Board for unionization with the Temple
25 Association of University Professionals and the United

1 Academics of Philadelphia. Do you see that?

2 A. Yes, I do.

3 Q. That's not true, correct?

4 A. Well, the petition was for Temple Association of
5 University Professionals.

6 Q. Turn to page 3 the second paragraph. You state that
7 some faculty that are currently part of TAUP are concerned
8 that more benefits for adjuncts will mean less for them.
9 Correct?

10 A. That's what the article says. It's not a direct
11 quote.

12 Q. Well, I'm not asking what the article says. Did you
13 say words to that effect?

14 A. I said a lot of things. I'm not sure what exactly --
15 what statement she's referring to. I mean, that they're
16 referring to. There were two. One of them interviewed
17 me. Two of them wrote the article.

18 Q. Are you saying that you didn't say anything to the
19 effect that some faculty that are currently part of TAUP
20 are concerned that more benefits for adjuncts will mean
21 less for them?

22 A. I'm not saying that I didn't say that or say
23 something like that, but I don't know whether that's an
24 accurate characterization of just what I did say.

25 Q. All right. Some faculty that are currently part of

1 TAUP have expressed concern to you that more benefits for
2 adjuncts will mean less for them. Correct?

3 A. Actually I didn't say that they had expressed concern
4 to me. I heard that some people may have been saying this
5 from -- I heard this from some colleagues.

6 Q. Okay. Faculty have also expressed a concern that
7 adjuncts receive summer course assignments at the expense
8 of the full-time faculty. Correct?

9 A. Where is that?

10 Q. I didn't say it was there. I said that they've also
11 expressed that concern to you. Correct?

12 A. Maybe. We get people having concerns about all kinds
13 of things. I don't remember specifically anybody telling
14 me that, but I know that -- I've heard that issue come up
15 here in these hearings.

16 Q. Well, have you also heard outside of these hearings
17 that full-time faculty have expressed concern that they
18 are not receiving the opportunity to teach some summer
19 courses because the courses are going to adjuncts?

20 A. Some people -- a couple of people may have said that
21 to me, and I've said that that's just not true as far as
22 I'm concerned.

23 Q. Okay. The article goes on, "Unionization will mean a
24 voice, mainly. And what they want to use that voice for
25 is up to them." That's your quote.

1 A. Yes.

2 Q. And, "Typically, they want to negotiate for regular
3 pay increases and some access to benefits and for some
4 measure of job security. What exactly these adjuncts at
5 Temple want is something we're going to have to find out."
6 Do you see that?

7 A. Yes.

8 Q. So as of February you were saying that you didn't
9 know what adjunct faculty at Temple were specifically
10 seeking, correct?

11 A. Right.

12 Q. You went through the numbers. It is your
13 understanding that this petition -- and when I say,
14 "numbers" I mean numbers of full-time faculty. Is it your
15 understanding that this petition would result in
16 approximately thirteen hundred part-time faculty accreting
17 into a unit of approximately fourteen hundred full-time
18 faculty?

19 A. Yes, -- you know, approximately.

20 Q. Wouldn't the addition of so many adjuncts change
21 TAUP's focus away from full-time faculty?

22 A. I think it would add the focus onto adjunct issues.
23 It wouldn't take away from anything.

24 Q. What if a majority of dues paying adjunct faculty in
25 your bargaining unit wanted to propose elimination of the

1 tenured system?

2 A. I'd look at----

3 Q. Do you know----

4 A. It's not going to happen.

5 Q. Do you know that that issue has been suggested by
6 adjuncts, doing away with tenure, don't you?

7 MS. ROSENBERGER: Objection. By adjuncts
8 where?

9 Q. Well, it's been suggested by -- in articles that have
10 been posted on UAP's web site, correct?

11 A. I don't recall seeing any of that myself.

12 Q. You weren't here for Miss Shanker's testimony were
13 you?

14 A. No, I wasn't.

15 HEARING EXAMINER: Let's go off the record.

16 [Whereupon, at 12:29 p.m., April 21, 2015 the hearing
17 recessed.]

18 [Whereupon, at 12:39 p.m., April 21, 2015 the hearing
19 reconvened.]

20 HEARING EXAMINER: Okay, we're back on.

21 BY MR. LANGE:

22 Q. Would you review for me again what the percentage of
23 the current bargaining unit is of tenure and tenure track
24 faculty?

25 A. It's about 55% of the number of full-time faculty.

- 1 Q. Okay, and so the NTT's are about 45%?
- 2 A. Yes.
- 3 Q. So if you add adjuncts to this unit tenure and tenure
- 4 track faculty would be in the minority for the first time
- 5 since this unit was certified in the 1970's, correct?
- 6 A. Right.
- 7 Q. And standing alone adjuncts would be a greater
- 8 percentage of the bargaining unit than any other type of
- 9 classification, correct?
- 10 A. Correct.
- 11 Q. And is it your understanding that if there's an
- 12 election in this case your full-time faculty won't get a
- 13 vote as to whether the adjuncts should be accreted into
- 14 the bargaining unit?
- 15 A. That's my understanding of the legal process.
- 16 Q. Now, would you agree that adjunct faculty are
- 17 generally appointed for specific purposes such as to teach
- 18 a specific course?
- 19 A. They're hired for specific courses, yes.
- 20 Q. I'll repeat it. Do you agree that adjunct faculty
- 21 are generally appointed for specific purposes such as to
- 22 teach a specific course?
- 23 A. Yes.
- 24 Q. All right, would you agree that adjunct faculty --
- 25 would you agree that department chairs and other faculty

1 select individuals to fill adjunct faculty positions?

2 A. Department chairs, yes. I don't know about other
3 faculty.

4 Q. You don't. All right, one more thing -- well, two
5 more things. Would you agree that as part of the
6 selection process for adjuncts it's determined whether a
7 current adjunct will be renewed?

8 A. Could you repeat that?

9 Q. Would you agree that part of the selection process
10 for adjuncts is also determining whether a current adjunct
11 will be renewed?

12 A. Oh, yes.

13 Q. And would you agree that full-time faculty, including
14 chairs, may observe adjunct faculty in order to inform
15 renewal decisions?

16 A. Yes.

17 Q. Is it your position that faculty do not select
18 individuals to fill adjunct faculty positions?

19 A. That faculty do not?

20 Q. Yes.

21 MS. ROSE BERGER: Objection, asked and
22 answered, -- I think.

23 A. Yeah, I thought I already said----

24 Q. I just want to make sure.

25 A. Chairs do.

1 Q. Okay, let me show you what we'll mark as Temple
2 Exhibit 27.

3 [Whereupon, a document was marked as
4 Temple Exhibit No. 27 for identification.]
5 [Document provided to the witness, Hearing
6 Examiner and Ms. Rosenberger.]

7 Q(Con't) Would you turn to page 11?

8 MR. LANGE: Now, what I'll represent for
9 the record is that this is an original of the -- or that
10 this is a copy of the post-hearing brief filed by TAUP in
11 PLRB Case Number PERA-R-12-323-E.

12 MS. ROSENBERGER: And I will offer the
13 stipulation that it appears to be exactly that and you can
14 check the docket, -- and that it says what it says if that
15 will streamline things.

16 Q(Con't) Would you take a look at paragraph 22?

17 MS. ROSENBERGER: I guess I don't get that
18 stipulation.

19 A. Yes, I'm looking at it.

20 Q. Do you see -- would you read it?

21 A. "Adjunct faculty are generally appointed for specific
22 purposes, such as to teach a specific course. Department
23 Chairs and other faculty select individuals to fill
24 adjunct faculty positions, and then those individuals are
25 hired by the Dean's office." Do you want me to continue?

1 Q. No, that's fine. -- Do you know what the AFT's FACE
2 Initiative is?

3 A. Yes.

4 Q. And do you know what FACE stands for?

5 A. I've forgotten frankly. It's fallen into disuse.

6 Q. Are you suggesting that it's not a current program?

7 A. Right.

8 MR. LANGE: No further questions.

9 MS. ROSENBERGER: I have just a little on
10 redirect.

11 **REDIRECT EXAMINATION**

12 **BY MS. ROSENBERGER:**

13 Q. Art, you have in front of you -- you should have in
14 front of you Temple Exhibit 22, which is packet.

15 A. -- Yes.

16 Q. Okay, I want to ask you about the final two pages of
17 that document which Mr. Lange did not ask you about. So
18 if you go to the second to last page. It looks like this
19 [holding up document].

20 A. Yep, got it.

21 Q. Do you know what that page is?

22 A. Well, it's the other side of the authorization card
23 and the membership card, and it looks like a post card
24 type of thing.

25 Q. It's the back of the post card?

- 1 A. Yes.
- 2 Q. Do you recognize the address that's listed on there,
3 1215 North 29th Street?
- 4 A. Yes, I do.
- 5 Q. Whose address is that?
- 6 A. UAP's.
- 7 Q. And is it also American Federation of Teachers as
8 indicated on this document?
- 9 A. Oh, yes, because they're paying for it.
- 10 Q. I'm sorry?
- 11 A. Yes, because they're paying for it.
- 12 Q. Okay, and what's the last page of that exhibit -- if
13 you know?
- 14 A. It's a -- it looks like a stamped envelope addressed
15 to the AFT.
- 16 Q. At that same address?
- 17 A. Yes.
- 18 Q. And I think you testified to what this entire packet
19 that is Exhibit 22 is. What is it?
- 20 A. It's used for talking to people to sign up as members
21 of -- well, to sign up for the authorization for the union
22 and to sign up as members.
- 23 Q. Okay, and was this -- was an envelope that looked
24 like what the last page of this exhibit is included in
25 that packet that was given to people?

1 A. To the best of my knowledge, yes.

2 Q. You also have -- you should have in front of you
3 Temple Exhibit 21.

4 A. -- Yes.

5 Q. I think you said that's a posting and portions of
6 some postings that was on TAUP's Facebook page. Right?

7 A. Yes.

8 [Whereupon, a document was marked as

9 Union Exhibit No. 14 for identification.]

10 [Document provided to the witness, Hearing
11 Examiner and Mr. Langel.]

12 Q. I've handed you a document that's marked Union
13 Exhibit 14, and I'd like you to -- well, first of all, do
14 you recognize what that is?

15 A. Yeah, this comes from our Facebook page.

16 Q. And when you say, "our" you mean----

17 A. TAUP's Facebook page.

18 Q. And if you turn to the second page of that
19 exhibit----

20 A. Um-hunh, yes.

21 Q. In the middle there is a post that looks to be
22 identical to the one on Temple Exhibit 21 that Mr. Langel
23 asked you about.

24 A. Yes.

25 Q. Okay, and above that is another post that -- it looks

1 like it continues back on the first page if you're sort of
2 following it backwards.

3 A. Right.

4 Q. Is that right?

5 A. Yes.

6 Q. And what does that post that is immediately above the
7 one that Mr. Langel showed to you say at the beginning --
8 the first line of it.

9 A. "We all win with adjuncts and full-time faculty
10 together."

11 Q. And what was the date of that post that you just
12 read?

13 A. September 16th, 2014.

14 Q. And what was the date of the post that Mr. Langel
15 asked you about?

16 A. The same date.

17 Q. Mr. Langel asked you some questions about some
18 statements you made in one of the exhibits about the
19 structure of TAUP. Do you remember that line of
20 questioning?

21 A. Yes.

22 Q. So if the adjuncts are accreted into the bargaining
23 unit what's the process by which the structure of TAUP
24 could be changed?

25 A. Well, we would have to propose to the members, the

1 dues paying members of TAUP, a set of constitutional
2 changes and by-law changes, and that would require a two-
3 thirds vote of approval.

4 Q. You said that UAP is TAUP's organizing committee for
5 this petition. Did UAP file your petition for you?

6 A. No. Some members -- some of the organizers, some of
7 whom are Temple employees, adjuncts that is, were the ones
8 who took the petition to Harrisburg.

9 Q. Okay, that's what I meant. That's not what I said.
10 So some of the organizers -- you said some of whom were
11 employed by Temple, and some of whom are employed by who?

12 A. UAP.

13 Q. And they brought the petition to Harrisburg to where
14 in Harrisburg?

15 A. To the PLRB.

16 Q. Okay. -- Do librarians get release time?

17 A. No.

18 Q. Do academic professionals get release time?

19 A. No.

20 Q. Do full-time faculty like yourself have any
21 enforceable right to teach a course during the summer?

22 A. No.

23 Q. If a full-time faculty member does not have a full
24 load during the academic year do they have a right to
25 teach a course during the summer?

1 A. No.

2 MS. ROSENBERGER: That's all I have on
3 redirect.

4 MR. LANGE: Nothing further.

5 HEARING EXAMINER: You can step down, sir.
6 Thanks.

7 THE WITNESS: All right.

8 [The witness departs the witness box.]

9 MS. ROSENBERGER: We'd move for admission
10 of Union Exhibits 1 through 14.

11 HEARING EXAMINER: Any objection?

12 MR. LANGE: No objection.

13 HEARING EXAMINER: Union 1 through 14 are
14 admitted into the record.

15 [Whereupon, the documents previously marked
16 as Union Exhibit Nos. 1 through 14 for
17 identification were received in evidence.]

18 MS. ROSENBERGER: And we would rest on our
19 direct case subject to rebuttal obviously.

20 HEARING EXAMINER: Understood. Do you want
21 to take a break for lunch now?

22 MR. LANGE: Yes.

23 HEARING EXAMINER: Okay. Off the record.

24 [Whereupon, at 12:53 p.m., April 21, 2015 the hearing
25 recessed.]

1 [Whereupon, at 2:04 p.m., April 21, 2015 the hearing
2 reconvened.]

3 HEARING EXAMINER: All right, we're back on
4 the record. Does Temple want to call its first witness?

5 MS. FARMER: Yes. Thank you. We would
6 call Sharon Boyle.

7 [The witness approaches the witness box
8 and takes her seat in the witness box.]

9 [The witness was sworn.]

10 Whereupon,

11 SHARON BOYLE

12 having first been duly sworn, testified as follows:

13 HEARING EXAMINER: Can you state your name
14 for the record. Sharon Boyle, B-O-Y-L-E.

15 DIRECT EXAMINATION

16 BY MS. FARMER:

17 Q. Miss Boyle, by whom are you employed?

18 A. Temple University.

19 Q. How long have you worked for Temple University?

20 A. About nineteen years.

21 Q. What is your current position.

22 A. Associate Vice President for Human Resources.

23 Q. How long have you held that position?

24 A. About three years.

25 Q. What was your previous position?

1 A. Assistant Vice President for Labor and Employee
2 Relations.

3 Q. What are your job responsibilities in your current
4 position?

5 A. I'm responsible for the oversight of the entire human
6 resources' functions which includes labor-employee
7 relations, employment, payroll, learning development,
8 benefits.

9 Q. Are you generally familiar with the benefits that
10 adjuncts receive at Temple University?

11 A. Yes.

12 Q. Are there different benefits for adjuncts in
13 different schools and colleges?

14 A. No.

15 Q. Are you generally familiar with the benefits of the
16 full-time faculty in the current bargaining unit
17 represented by TAUP?

18 A. Yes.

19 Q. Can you please give us an overview of the pay
20 structure of the full-time faculty and the adjuncts?

21 A. Full-time faculty are paid a salary. There is a
22 minimum established by the Collective Bargaining Agreement
23 based on rank. Adjunct faculty are paid -- if they're
24 teaching they're paid a minimum amount established by
25 university policy based on credit hours taught, or they're

1 paid by their assignment based on an hourly equivalent.

2 MS. ROSENBERGER: I didn't hear the end of
3 your sentence.

4 A(Con't) It's like an hourly equivalent calculation.

5 Q. Are there adjuncts who are appointed without pay?

6 A. Yes.

7 Q. How does that come about?

8 A. Generally they are individuals who have full-time
9 employment outside of Temple and agree to take on a
10 teaching role for a specific purpose within the university
11 without pay.

12 Q. Okay, attached to the stipulation in front of you is
13 Joint Exhibit 5 which is the Adjunct Faculty Policy.

14 [Witness locates exhibit.]

15 Q(Con't) Do you have that in front of you?

16 A. I do.

17 Q. And what is the purpose of the Adjunct Faculty
18 Policy?

19 A. The Adjunct Faculty Policy is issued by the Office of
20 the President and governs the employment terms for adjunct
21 faculty at Temple University.

22 Q. Does it talk about adjunct appointments without
23 compensation?

24 [Witness pages through and peruses
25 exhibit.]

1 A. Yes.

2 Q. And can you point us to where it says that?

3 A. Yeah. It's under "Definitions," second paragraph,
4 "Persons may be appointed as adjunct faculty members with
5 or without compensation."

6 Q. And does it also talk about that in Section V under
7 "Compensation" which is on page 4?

8 [Witness briefly peruses document.]

9 A. Yes. The above compensation guidelines do not apply
10 to adjuncts. -- Is that what I'm looking at -- under
11 Compensation on number 5.

12 Q. On number 1.

13 A. Oh, without or without compensation.

14 Q. Are full time faculty appointed without -- to serve
15 without compensation?

16 A. No.

17 Q. What health benefits do full-time faculty receive in
18 a general sense?

19 A. Full-time faculty are eligible for single or family
20 coverage for health and prescription, vision, dental, --
21 long-term disability, short-term disability in the form of
22 sick leave, -- and life insurance.

23 Q. And do the adjuncts receive the same benefits?

24 A. No.

25 Q. Okay, can you give us an overview of the benefits

1 that the adjuncts receive?

2 A. Adjunct faculty are entitled to a subsidy for health
3 benefits for single coverage ranging from 25% to 50% based
4 on longevity of service and number of courses taught.

5 Q. I'll show you what we're going to mark as 28.

6 [Whereupon, a document was marked as
7 Temple Exhibit No. 28 for identification.]

8 [Document provided to the witness, Hearing
9 Examiner and Ms. Rosenberger.]

10 Q(Con't) Temple Exhibit 28, can you identify the
11 document?

12 A. Yes. This is from the Human Resources Benefits site,
13 and it describes the adjunct faculty benefits.

14 Q. Does the plan for adjuncts cover prescriptions,
15 dental or vision care?

16 A. No.

17 Q. Are there voluntary benefits that adjuncts are
18 eligible for in addition to the health benefits you've
19 described?

20 A. Yes.

21 Q. Can you give some examples of voluntary benefits that
22 they'd be eligible for?

23 A. They're eligible for discounts on insurance for home
24 owners, auto insurance. I think we have pet insurance,
25 cellular phone discounts, health club discounts. I might

- 1 have missed one or two in there.
- 2 Q. Who pays for these voluntary benefits?
- 3 A. The adjunct faculty member.
- 4 Q. And the voluntary benefits that you've described, are
- 5 these things that other employees of the university are
- 6 eligible for as well?
- 7 A. All other employees are eligible for them, yes.
- 8 Q. Is there a parking benefit for adjuncts?
- 9 A. Yes.
- 10 Q. What is it?
- 11 A. They can park for free.
- 12 Q. Is that something that full-time faculty get?
- 13 A. No.
- 14 Q. Are there other employees that get this benefit?
- 15 A. No.
- 16 Q. What are the retirement benefits for adjuncts through
- 17 the university, if any?
- 18 A. Adjuncts are eligible to contribute towards a 403(b)
- 19 plan. They can contribute whatever amount they choose and
- 20 there's no matching contribution from the university.
- 21 Q. And how does that compare to benefits available to
- 22 full-time faculty?
- 23 A. The full-time faculty, NTT's and tenure track right
- 24 now have slightly different plans, but essentially a
- 25 faculty member -- a full-time faculty member who

1 contributes 4½ gets an 8½ match from Temple University.

2 Anything in excess of a salary of a hundred and eighteen

3 and half thousand dollars is matched by Temple at 13%.

4 Q. Are there differences in the way that the university

5 administers benefits for adjuncts and full-time faculty?

6 A. Yes.

7 Q. What is that?

8 A. Benefits for full-time faculty -- the contributions

9 that a full-time faculty member makes towards his or her

10 benefits are done through payroll deduction. Adjunct

11 faculty are invoiced directly on a monthly basis.

12 Q. Why is that?

13 A. Because whether or not an adjunct faculty is

14 reappointed fluctuates from semester to semester.

15 Q. So starting and stopping payroll deduction would be

16 administratively challenging?

17 A. Correct.

18 Q. You've testified that the adjunct faculty policy

19 exists. Is there also a handbook that applies to the

20 adjunct faculty?

21 A. Yes.

22 Q. Okay, and if you can just take a look at Joint

23 Exhibit 6?

24 [Witness looks through exhibits.]

25 Q(Con't) It's been previously marked as the Adjunct

1 Faculty Handbook.

2 A. Is that under the Stipulations also?

3 Q. It is. I'm sorry. It's attached to the Stipulations
4 as well.

5 A. Okay.

6 [Witness pages through exhibits and locates
7 document.]

8 Q. Does this Adjunct Faculty Handbook apply to all
9 adjuncts at the university?

10 A. Yes.

11 Q. Is that regardless of what school or college they
12 work in?

13 A. Yes.

14 Q. Is there also a Faculty Handbook?

15 A. Yes.

16 Q. And who does that Faculty Handbook apply to?

17 A. The Faculty Handbook applies to all full-time faculty
18 at Temple.

19 MS. FARMER: And that for the record has
20 previously been marked as Joint Exhibit 9.

21 Q. Is there a general employee handbook?

22 A. Correct, yes.

23 MS. FARMER: And that has previously been
24 marked as Joint Exhibit 7 for the record.

25 Q. What is the purpose of the general employee handbook?

1 A. The general employee handbook lays out policies and
2 procedures when there is -- it really crosses all employee
3 classifications. There are specific carve outs. Like
4 obviously if there's something that's in conflict with the
5 Collective Bargaining Agreement the bargaining agreement
6 supersedes. And some employees, depending on
7 classifications, are not eligible for everything that is
8 in the contract -- or in the handbook.

9 Q. Well, what are the kinds of policies that apply to
10 everyone at the university?

11 A. In the handbook specifically there's a section called
12 University Standards, and it's basic policies, things that
13 have to do with like sexual harassment policy or standards
14 of behavior and compliance issues.

15 Q. So things like non-discrimination, sexual harassment,
16 things like that for example?

17 A. Yes.

18 Q. Okay. Is there training that's provided to employees
19 of the university?

20 A. Yes.

21 Q. Were you present at the first day of the hearing?

22 A. I was, yes.

23 Q. Did you hear the testimony of Donald Deeley that he
24 is required to participate in sexual harassment training?

25 A. Yes.

1 Q. Was that training provided to all employees of the
2 university?

3 A. Yes.

4 Q. Is that true regardless of what college or school
5 they're employed in?

6 A. Yes.

7 Q. And is that true regardless of what role they have
8 with the university?

9 A. Yes.

10 Q. Okay. Why is that kind of training provided to all
11 employees?

12 A. It's just important that all employees understand
13 what the policy is and understand what the standards of
14 behavior are, and also hopefully it limits some of
15 Temple's liability.

16 Q. Did you also hear Mr. Deeley's testimony that he was
17 required to take on-line training related to occupational
18 health and safety?

19 A. Yes.

20 Q. Is that training provided on employee safety to all
21 employees of the university?

22 A. Yes.

23 Q. Is that true regardless of the college or the school?

24 A. Yes.

25 Q. And regardless of their role?

1 A. Yes.

2 Q. And why is training on employee safety provided?

3 A. Three reasons. I mean, to provide a safe environment
4 for students and employees, so that employees are aware of
5 what the regulations and rules are on campus, and again to
6 limit liability.

7 Q. Did you hear the testimony of David White that he was
8 required to take anti-discrimination training for Temple?

9 A. Yes.

10 Q. Is that training provided to all employees of the
11 university regardless of the college or school or what
12 roles they play?

13 A. Yes.

14 Q. Did you hear the testimony of Carrie Young that she
15 was required to do on-line training regarding notification
16 and responsibilities under the Clery Act?

17 A. Yes.

18 Q. And you heard Dr. Hochner's testimony that the Clery
19 Act relates to reporting of crime on campus?

20 A. Yes.

21 Q. Is that training related to the Clery Act provided to
22 all faculty at the university?

23 A. Yes.

24 Q. And is it provided to more than just faculty?

25 A. Yes.

1 Q. Is it provided to all employees of the university?

2 A. All employees, yes.

3 Q. Are you familiar with the full-time faculty CBA, the
4 Collective Bargaining Agreement?

5 A. Yes.

6 Q. And that is in Joint Exhibit 3 which is Tab A to the
7 Stipulations, A-1 to the Stipulations.

8 [Witness pages through and peruses
9 exhibit.]

10 A. Okay.

11 Q. Did you play a role in negotiating the most recent
12 Collective Bargaining Agreement on behalf of Temple?

13 A. I did, yes.

14 Q. And is Joint Exhibit 4, which is A-2, Tab A-2 of the
15 Stipulations, the most recent Memorandum of Agreement?

16 A. Yes.

17 Q. When did you begin playing a role related to
18 negotiations for Temple?

19 A. It probably began around 2000 playing a role in
20 negotiations.

21 Q. And what was your role in the most recent round of
22 negotiations?

23 A. I was chief negotiator for Temple.

24 Q. When did those negotiations take place?

25 A. Between probably June or early July and October of

1 2014.

2 Q. Taking a look at the Memorandum of Agreement, which
3 is again Tab A-2, Joint Exhibit 4----

4 A. Yes.

5 Q. Please direct your attention to page 3 of the
6 document.

7 A. Okay.

8 Q. Where it says, "Side letter," the second paragraph
9 from the bottom. Do you see that?

10 A. Yes.

11 Q. And can you read that?

12 A. "Absent negotiation and specific agreement, it is
13 understood that neither 7.D. nor any other in this
14 collective bargaining agreement shall apply to any
15 employee classification added to the bargaining unit after
16 the date of ratification."

17 Q. And what is Article 7.D. of the Collective Bargaining
18 Agreement?

19 A. Article 7.D. is maintenance and membership -- it's an
20 agency -- the TAUP membership provision. I'm sorry, I'm
21 not sure what the actual----

22 Q. The Collective Bargaining Agreement is at Tab A-1 if
23 you want to look at it.

24 [Witness pages through documents.]

25 Q(Con't) And please feel free to take those apart if it's

1 easier.

2 [Witness continues to page through and
3 peruse documents.]

4 A. It's deduction of dues.

5 Q. So how did this Side Letter come about?

6 A. The university proposed a side letter that -- the
7 university understood that TAUP was involved in the
8 organization of adjuncts.

9 Q. This was in the fall of 2014?

10 A. In the fall, yes.

11 Q. So the organizing campaign that led to the current
12 petition was already underway?

13 A. Correct.

14 Q. Okay.

15 A. So the university made a proposal that should
16 adjuncts under their employee classification become part
17 of the unit they would not be part of the calculation
18 detailed in 7.D. that would trigger the collection of the
19 agency fee due.

20 Q. And can you just, for those who may not be familiar
21 with the agreement, when you're talking about triggering
22 the calculation, can you briefly explain what you're
23 talking about?

24 A. -- TAUP -- if TAUP reaches a threshold of 70% dues
25 paying membership.

- 1 Q. Okay.
- 2 A. They are entitled to collect an agency fee from all
- 3 members who have not elected to pay dues.
- 4 Q. So from any non-members of the union at that point?
- 5 A. Right.
- 6 Q. And so to date has that provision been triggered?
- 7 A. No.
- 8 Q. So the university's proposal was that if adjuncts
- 9 were added to the bargaining unit they wouldn't count
- 10 toward that 70% threshold in 7.D.?
- 11 A. Correct.
- 12 Q. And in response to that proposal what was the union's
- 13 position?
- 14 A. The union proposed that we expand that Side Letter to
- 15 specify that none of the provisions of the Collective
- 16 Bargaining Agreement would apply unless they were
- 17 [inaudible word] of the agreement.
- 18 Q. And that was the position that the university
- 19 accepted that led to this Side Letter?
- 20 A. Correct.
- 21 Q. Now, setting aside that Side Letter as you are
- 22 familiar with the Collective Bargaining Agreement are
- 23 there provisions in the Collective Bargaining Agreement
- 24 that would be inapplicable to adjuncts just by the nature
- 25 of their employment?

1 A. Yes.

2 Q. And can you just give us -- and again we're looking
3 at Tab A-1 of the Stipulations -- can you give us some
4 example of provisions that you believe, regardless of that
5 Side Letter, would not apply to adjuncts just based on the
6 nature of their employment?

7 A. Well, I have to pick up the table of contents that I
8 dropped. -- I'm sorry, could you repeat the question?

9 Q. The question was: Can you give us some examples of
10 provisions of the Collective Bargaining Agreement that
11 would not be applicable to adjuncts apart from the Side
12 Letter just because of the nature of the employment of
13 adjuncts?

14 A. Okay. -- Affirmative action.

15 Q. Okay, and that's on page 6 of the Collective
16 Bargaining Agreement?

17 A. Correct.

18 Q. Okay, it talks about the Affirmative Action Program.
19 Just briefly what is the Affirmative Action Program?

20 A. The Affirmative Action Program is a large program,
21 but essentially for these purposes it has to do with
22 guidelines that surround searches for full-time faculty,
23 and it provides that there is a diverse population as far
24 as recruitment, publications and other procedures.

25 Q. And why would a program like that not apply to

1 adjuncts?

2 A. Because there's not searches for adjuncts.

3 Q. So how are -- if there's not searches typically how
4 are adjuncts hired?

5 A. They are hired on the local level by department
6 chairs and departments.

7 Q. Can you give us another example of a provision of the
8 contract that wouldn't apply to adjuncts based on the
9 nature of their employment?

10 A. Promotion and tenure.

11 Q. Okay, so in Article 11, -- is that what you're
12 looking at?

13 A. Yes, I'm sorry, Article 11, Promotion and Tenure.

14 Q. And are there processes and standards for promotion
15 and tenure of full-time faculty?

16 A. Yes.

17 Q. Is that for both tenure track and non-tenure track?

18 A. Well, the promotion applies to both tenure and non-
19 tenure track. Tenure obviously only applies to tenure
20 track.

21 Q. So Article 11 then is specifically talking about
22 tenure track faculty. Are there standards for the
23 promotion and -- for the promotion of adjuncts?

24 A. No.

25 Q. Are there processes in place for promotion of

1 adjuncts?

2 A. Again that occurs on a local level.

3 Q. And is there any concept of tenure for adjuncts?

4 A. No.

5 Q. Is the concept of tenure contrary to the way in which
6 the university hires and uses adjuncts?

7 A. Yes.

8 Q. Why?

9 A. Adjuncts are hired as needed to fill a specific
10 purpose and usually for a finite period of time.

11 Q. And that finite period of time -- when you say a
12 finite period of time what are you talking about normally?

13 A. Mostly from a semester to a year. There are adjuncts
14 that are hired for shorter periods of time than a
15 semester.

16 Q. So would that be for example if somebody was -- hired
17 for a specific research project or something like that?

18 A. Exactly.

19 Q. Okay, and are there other examples of provisions of
20 the Collective Bargaining Agreement that wouldn't be
21 applicable?

22 A. Termination of Service and Discipline of Faculty for
23 Just Cause. That's Article 12.

24 Q. And why would that not be applicable to adjuncts?

25 A. The process in this Article is -- there's two

1 different processes depending on the classification of the
2 faculty to be disciplined or terminated, and then whether
3 or not the discipline is something less than termination
4 or suspension for a certain amount of time. The process
5 involves peer review. It involves a number of steps that
6 are quite lengthy. For an adjunct that's hired for a
7 semester their semester appointment would expire long
8 before that process is completed.

9 Q. And turning your attention to Article 14 which starts
10 on page 41.

11 A. Yes.

12 Q. Renewal or Non-renewal of Tenure Track Appointments.
13 Is that something that would be applicable to adjuncts?

14 A. No.

15 Q. Or a similar type of provision, would that be
16 applicable to adjuncts?

17 A. No.

18 Q. And why not?

19 A. This Article calls for a certain notice period and
20 reasons to be given for non-renewal of an appointment.

21 Q. And are adjuncts renewed?

22 A. Adjuncts receive a new contract every time their
23 previous one ends. So there's an end date within the
24 contract.

25 Q. Is there a notice that needs to be given to adjuncts

1 of whether they're going to get a new contract or not?

2 A. No.

3 Q. And when an adjunct is appointed is it always for a
4 fixed period?

5 A. Yes.

6 Q. Do adjuncts receive any form of severance if they're
7 not reappointed?

8 A. No.

9 Q. If full-time faculty and tenure track faculty under
10 Article 15 are not renewed are there provisions that
11 govern severance?

12 A. Yes.

13 Q. Turning your attention to Article 20, what does
14 Article 20 cover?

15 A. Salaries.

16 Q. Is the provision that governs salaries consistent
17 with the way adjuncts are paid?

18 A. No.

19 Q. Why not?

20 A. Adjuncts are not paid salaries. They're paid.

21 Q. Looking at 20 E which is on page 64, which is Outside
22 Compensation for Non-Temple Work.

23 A. Yes.

24 Q. Are there similar restrictions for adjuncts on work
25 outside of the university?

1 A. No.

2 Q. Why not?

3 A. Many, and probably most, adjuncts are employed
4 outside the university, if not full-time then probably in
5 some part-time capacity.

6 Q. Looking at Article 22 which covers Benefits you've
7 already talked about some of these areas, the health
8 insurance benefits and retirement benefits, but looking at
9 G, Sick Leave Policy which starts at the bottom of page
10 74----

11 A. Yes.

12 Q. Do adjuncts have sick leave similar to what is
13 described here for full-time faculty?

14 A. No.

15 Q. Why not?

16 A. This -- what full-time faculty is essentially
17 eligible for is a short-term disability benefit. It
18 allows them for a serious illness to take a leave of
19 absence with pay for a period of time that again would
20 exceed the length of the appointment for an adjunct
21 faculty member.

22 Q. And turning to Q on page 82, starting on page 82, it
23 talks about Leave of Absence, are there similar leaves of
24 absence that adjuncts are eligible for?

25 A. No.

1 Q. Again why not?

2 A. They're hired to fill a need. If they're not able to
3 fill that need then they're not hired.

4 Q. Turning to Work-Life Balance which is on page 85.

5 It's X.

6 A. Yes.

7 Q. What does that cover generally?

8 A. Work-Life Balance allows tenured and tenure track
9 faculty and non-tenure track faculty under certain
10 conditions to request release time for teaching for a
11 number of circumstances, generally for the birth of a
12 child or to care for a sick family member.

13 Q. Does it also allow a tenure track faculty member to
14 extend the period of time that they can be considered for
15 tenure?

16 A. Yes.

17 Q. And do any of these kinds of provisions apply to
18 adjuncts?

19 A. No.

20 Q. Turning your attention to the most recent Memorandum
21 of Agreement can you give some examples of provisions of
22 this that would not be applicable to adjuncts based on the
23 nature of their employment starting with the very top
24 provision related to Merit? Is there an example of a
25 provision that wouldn't apply to adjuncts based on the

1 nature of their employment?

2 A. Correct.

3 Q. Why is that?

4 A. They're hired at a certain rate and that rate would
5 apply to the number of credits they're teaching or for the
6 assignment that they're hired to fill. Merit is pay in
7 addition to the across the board component that rewards
8 outstanding performance in the areas of teaching, research
9 and/or service, -- and it's a pretty high standard.

10 Q. And how -- in a very general sense how are those
11 merit pools determined as to who is going to get those
12 merits?

13 A. There are a series of reviews. It's a multi-level
14 review and the recommendations begin at the departmental
15 level and go up through the college and to the Provost for
16 approval.

17 Q. And what positions are eligible to be included in
18 merit pools?

19 A. NTT faculty, non-tenure track faculty, tenured and
20 tenure track faculty.

21 Q. Is there any similar type of merit pool for adjuncts?

22 A. No.

23 Q. Is there any similar type of review process related
24 to their performance and service that you described is
25 used to determine the eligibility for merit for tenure and

1 non-tenure and tenure track?

2 A. No.

3 Q. -- Moving on to Article 11, which actually because
4 of the order in the MOU comes after Article 22 and the
5 Side Letters.

6 [Witness pages through documents.]

7 Q(Con't) We previously talked about -- when we were
8 talking about the Collective Bargaining Agreement you
9 talked about why this would not be applicable to adjuncts
10 because of a lack of defined promotion standards or
11 processes. Is this area of promotion and tenure an issue
12 that's regularly raised by TAUP in contract negotiations
13 for the full-time faculty?

14 A. Yes.

15 Q. Is this something that was a focus of the union in
16 contract negotiations over this latest agreement?

17 A. Yes.

18 Q. -- Turning next to Article 15, -- and looking at
19 Article 15.B.5 which appears at the top of the page, where
20 I assume there were changes in the MOU related to that?

21 A. Yes.

22 Q. Okay, in the process that's described in Article
23 15.B.5 related to the appointment of non-tenure track
24 faculty is that consistent with how adjuncts are employed
25 by the university?

1 A. Ask me that question again.

2 Q. Article 15.B.5, is that consistent with how adjuncts
3 are employed?

4 A. No.

5 Q. How is it different?

6 A. Well, most adjuncts are hired either for a semester,
7 some for maybe a year, or less than a semester. They
8 don't, as far as I know, in a lot of departments receive
9 regular evaluations. And that doesn't impact the way that
10 they're rehired, and they wouldn't be hired for multi-year
11 appointments.

12 Q. So in this Article 15.B.5 it's the concept that if
13 there is a satisfactory evaluation after a period of time
14 people will then get a multi-year appointment for non-
15 tenure track?

16 A. Yes, or a letter of explanation.

17 Q. Is there any similar concept for adjuncts that if you
18 have been doing well there is an entitlement to a multi-
19 year appointment?

20 A. No.

21 Q. With regard to 15.D. which talks about the promotion
22 standards and procedures, is there anything similar to
23 this for adjuncts?

24 A. No.

25 Q. Turning next to workload, which is in the next page,

1 which comes an Article 19 of the Collective Bargaining
2 Agreement, there's previously been testimony about this
3 concept of release time for full-time faculty, and that's
4 described in Article 19 of the Collective Bargaining
5 Agreement. Is there a defined workload for adjuncts?

6 A. No. Adjuncts who are teaching can teach a maximum of
7 8 credit hours in a semester, but again you're hired to do
8 a specific distinct task.

9 Q. So in any given semester the adjunct's workload is
10 determined by their appointment letter?

11 A. It's determined by the need, and the need is
12 reflected in the appointment letter, yes.

13 Q. Okay, in this most recent Memorandum of Agreement in
14 addition to the changes that were made to Article 19 on
15 the workload, is there also a Side Letter on workload that
16 was negotiated?

17 A. Yes.

18 Q. And that appears on page 4.

19 [Witness pages through documents.]

20 A. Yes.

21 Q. Okay, and it talks about members of the collegial
22 assembly in each school or college working to formulate
23 proposals for school or college workload guidelines to
24 which the Dean shall respond?

25 A. Yes.

1 Q. Are adjuncts members of the collegial assembly
2 typically?

3 A. No.

4 Q. Are there provisions of the Collective Bargaining
5 Agreement that you believe are inconsistent with the
6 interests of adjuncts?

7 A. Yes.

8 Q. And can you give some examples of that?

9 A. Yes. I think -- the first one I would say is the
10 Retrenchment article.

11 Q. Do you mean Article 13?

12 A. Yes, Article 13.

13 Q. What is Retrenchment?

14 A. Retrenchment is essentially layoff for full-time
15 faculty which can vary from an alternative assignment to a
16 complete layoff, which would be termination.

17 Q. Does the Collective Bargaining Agreement indicate
18 that hierarchy by which faculty will be moved or
19 terminated during a retrenchment?

20 A. Yes.

21 Q. And what is that?

22 A. Adjunct faculty members are retrenched first without
23 regards to seniority.

24 Q. Can you give another example of an area of the
25 Collective Bargaining Agreement that you believe is

1 inconsistent with adjuncts' interests?

2 A. I think the overload provision.

3 Q. And that would be in Workload in Article 19?

4 A. I think so, yes.

5 Q. Or in compensation and salaries?

6 A. You know what, let me look.

7 Q. Okay.

8 [Witness pages through and peruses
9 documents.]

10 Q(Con') The provisions that set the salaries for summer
11 and overload, is that what you're looking for?

12 A. Yes.

13 Q. Okay, page 63. -- Why do you believe that these
14 provisions are contrary to the adjuncts' interests?

15 A. Both the summer teaching or third academic semester
16 of teaching and the overload teaching incentivize full-
17 time faculty members to teach more than a standard
18 workload. There are a finite number of courses to be
19 taught, and if a full-time faculty member, whether an NTT
20 or tenure or tenure track faculty member are teaching, or
21 want to teach more courses than are part of their normal
22 load, then adjunct faculty don't have as many courses
23 available for them to teach.

24 Q. Let's look at, in the MOU, the provision on Article
25 19, page 4, and that's under the "Workload" heading.

1 [Witness pages through documents.]

2 Q{Con't} Do you have that?

3 A. Not yet, sorry.

4 Q. It's----

5 A. I've got it.

6 Q. Page 4.

7 A. Yes.

8 Q. Is this an area where you believe that the Collective
9 Bargaining Agreement is contrary to the interests of
10 adjuncts?

11 A. Yes.

12 Q. Okay, and why is that?

13 A. It's similar to overload. This provides a priority
14 for full-time faculty members to be assigned outside his
15 or her own department for other duties, and that again
16 would affect the availability of courses and assignments
17 for adjunct faculty.

18 Q. So if for some reason there were not enough courses
19 available for a faculty member to teach in their own
20 department to satisfy their workload that would allow
21 somebody to be temporarily assigned in another department
22 to teach a course that might otherwise be taught by an
23 adjunct?

24 A. Yes.

25 Q. Article 16 of the Collective Bargaining talks about

1 department chairs. Can tenured or tenure track faculty
2 members be department chairs?

3 A. Yes.

4 Q. Can an NTT be a department chair?

5 A. Yes.

6 Q. And does that happen?

7 A. Yes.

8 Q. Would it make sense for an adjunct to be a department
9 chair?

10 A. No.

11 Q. Why not?

12 A. Adjuncts are only appointed on a part-time basis.
13 They would only be at the university for a short period of
14 time, and not just -- I don't just mean like a time frame
15 during their appointment. I mean, maybe like on a weekly
16 basis, and they would then be required to supervise full-
17 time faculty and set strategic direction for the
18 department. They don't have that service component in
19 their job.

20 Q. And the service component, by that you mean similar
21 to the testimony of Dr. Hochner about all of the kinds of
22 service that full-time faculty provide to the university
23 in terms of committees, collegial assemblies and faculty
24 senate and all of the other kinds of things that they do?

25 A. Correct.

1 Q. And that's not something typically that adjuncts
2 would do?

3 A. Correct.

4 Q. Do you have concerns about having adjuncts
5 participate in a bargaining unit that currently contains
6 department chairs?

7 A. I do.

8 Q. Why?

9 A. Department chairs are their supervisors. They hire,
10 terminate, evaluate. A full-time faculty member also has
11 similar responsibilities under the policy.

12 Q. And when you say that full-time faculty members have
13 similar responsibilities under the policies are you
14 referring to the Adjunct Faculty Policy in part?

15 A. Yes.

16 Q. Okay, and that's Joint Exhibit 5?

17 [Witness pages through and peruses
18 documents.]

19 A. Yes.

20 Q. And where does the Adjunct Faculty Policy talk about
21 that?

22 A. If you go to page 5, number 6. the department chair
23 or dean must arrange each semester for an evaluation of
24 the teaching of adjunct faculty members who have teaching
25 assignments. This evaluation shall include university

1 and/or college or school standard evaluations of teaching
2 by students and also may include class visitation by
3 senior members of the faculty or academic administrators.

4 Q. And senior members of the faculty would just mean
5 tenured or tenure track faculty?

6 MS. ROSENBERGER: Objection, leading.

7 Q(Con't) Who would be considered senior members of the
8 faculty?

9 A. A senior member of the faculty is generally somebody
10 who is tenured, perhaps tenure track, and perhaps non-
11 tenure track in some cases I would think.

12 Q. Take a look at Side Letter number 7 of page 97 of the
13 Collective Bargaining Agreement.

14 A. Okay.

15 Q. And it says -- it's entitled, "Joint Statement of
16 Commitment to Tenure and the Tenure-track?

17 A. Yes.

18 Q. Okay. Do you recall how this came about?

19 A. Well, -- I believe that this came into the contract
20 in 2004, and at that time TAUP had made a couple of
21 proposals designed to limit non-tenure track faculty
22 growth as well as adjunct faculty growth. They made
23 proposals to have a proportion of non-tenure track to
24 tenure track faculty, as well as adjuncts to tenure track
25 faculty, that they would limit their numbers.

1 Q. I'm going to show you what we're going to mark as 29.

2 [Whereupon, a document was marked as

3 Temple Exhibit No. 29 for identification.]

4 [Document provided to the witness, Hearing

5 Examiner and Ms. Rosenberger.]

6 Q(Con't) Turning your attention first to Temple Exhibit

7 29 can you identify this, please?

8 A. This is a Bulletin that TAUP would have distributed

9 to its membership.

10 Q. And what's the date on it?

11 A. September 2004.

12 Q. And in this does it talk about what the bargaining

13 proposals were for TAUP in this contract?

14 A. Yes.

15 Q. So looking at page 9 does it summarize the proposal

16 that you described related to the use of tenured, non-

17 tenured and part-time faculty?

18 A. Yes.

19 Q. Where is that?

20 A. Under "Quality."

21 Q. And which ones are you pointing to specifically?

22 A. The first two bullets, "more tenure-track faculty"

23 and "reduced reliance on part-time faculty."

24 Q. And this is something that was put out by TAUP to

25 summarize its bargaining proposals to its members?

1 A. Correct.

2 Q. Was this during the midst of the negotiations that
3 this would have come out if it was September of 2004?

4 A. Yes. You know, I can't say exactly, but the
5 contracts would have expired in October of 2009.

6 [Whereupon, a document was marked as
7 Temple Exhibit No. 30 for identification.]

8 [Document provided to the witness, Hearing
9 Examiner and Ms. Rosenberger.]

10 Q. And turning now to Temple Exhibit 30.

11 A. Okay.

12 Q. What is Temple Exhibit 30?

13 A. It is TAUP's Executive Summary of their proposals for
14 the 2004 Collective Bargaining Agreement.

15 Q. Okay, and can you -- I know it's difficult to see on
16 the first page, but it's clear on the second and third
17 pages, what was the date of this?

18 A. June 11th, 2004.

19 Q. Okay, and this is something that was prepared by
20 TAUP?

21 A. Correct.

22 Q. And can you point us to where this talks about the
23 proposals that you identified related to the use of non-
24 tenure track positions and part-time or adjunct faculty?

25 A. On page 3, the last page, under "Composition of Full-

1 Time Faculty," -- "Ratio of full-time tenure track
2 faculty to full-time non-tenure track faculty shall be
3 75/25 by September 1, 2006. Full-time percentage to stay
4 at a minimum of 75%."

5 Q. And looking on page 2 is there also a proposal
6 related to limiting the amount of courses taught by
7 adjuncts?

8 A. -- Under "Professional Conditions," -- "No more
9 than 25% of the sections in TAUP schools and colleges will
10 be taught by non-bargaining unit faculty."

11 Q. And "non-bargaining unit faculty," what did you
12 understand that to refer to?

13 A. Adjunct faculty.

14 Q. Ultimately what was agreed to by the university as it
15 relates to the tenure track faculty?

16 A. None of these provisions were agreed to. The Side
17 Letter showing commitment to the tenure track faculty I
18 think was a result of that.

19 Q. And as a result of the Side Letter was Temple
20 required to provide reports to the union documenting the
21 number of NTT's and adjuncts that are teaching in the
22 schools and colleges where TAUP represents the full-time
23 faculty?

24 A. Yes.

25 Q. In previous years had TAUP sought to reduce the

1 number of adjuncts in favor of the full-time faculty as
2 well?

3 A. Yes.

4 MS. FARMER: This will be Temple Exhibit
5 31.

6 [Whereupon, the document was marked as
7 Temple Exhibit No. 31 for identification.]

8 [Document provided to the witness, Hearing
9 Examiner and Ms. Rosenberger.]

10 Q. I'm showing you what we've marked as Temple Exhibit
11 31. Can you identify this document?

12 A. It looks like it would have been TAUP's kind of
13 summary to its membership.

14 MS. ROSENBERGER: I guess I'm going to,
15 based on that, object to this witness' identification of
16 this document because it sounds like she doesn't know what
17 it is. She said, "it looks like." Is she competent to
18 authenticate this?

19 THE WITNESS: Well, I don't know whether it
20 was sent by e-mail at that time or whether it was
21 something distributed as a TAUP update.

22 HEARING EXAMINER: Have you seen it before?

23 THE WITNESS: Yes.

24 HEARING EXAMINER: I'll allow it.

25 Q. Does this reflect a proposal by the union related to

1 limiting part-time faculty?

2 A. Yes.

3 Q. And where is that?

4 A. Under "Union Issues" on the second page. The union
5 sought to define part time faculty as those teaching no
6 more than 6 credit hours in a semester.

7 Q. And how would that limit the use of adjuncts?

8 A. Well, it would be more restrictive than our current
9 policy which allows adjuncts to teach up to 8 credit hours
10 per semester.

11 Q. In negotiations with the university in the past has
12 TAUP taken positions that are contrary to adjuncts'
13 interests with regard to compensation?

14 MS. ROSENBERGER: Objection just in terms
15 of "in the past." Any time in the past in the history of
16 the world?

17 MS. FARMER: I will ask specifically. So
18 laying a foundation I'll ask specific questions.

19 A. Yes.

20 Q. Okay, going back to 2000 and looking at that exhibit
21 that's currently in front of you were there proposals
22 related to increasing the compensation for summer teaching
23 and overload teaching?

24 A. Yes.

25 Q. And do you consider those to be contrary to the

1 interests of adjuncts?

2 A. Yes.

3 Q. Why is that?

4 A. Both provisions incentivize full-time faculty to
5 teach either more than what their normal load would be or
6 during a period of time when they're not normally
7 appointed to teach.

8 Q. And turning to Temple Exhibit 30, which was the 2004
9 proposal, were there similar proposals about summer
10 teaching and overload teaching increasing the
11 compensation?

12 A. Yes.

13 Q. In 2004 was there also a provision that there be no
14 maximum of the credit hours that could be taught for
15 summer teaching?

16 A. Yes.

17 MS. FARMER: This will be Exhibit 32.

18 [Whereupon, a document was marked as
19 Temple Exhibit No. 32 for identification.]

20 [Document provided to the witness, Hearing
21 Examiner and Ms. Rosenberger.]

22 Q. I'm showing you what we've marked as Temple Exhibit
23 32. Can you identify this document?

24 A. This is a 2008 proposal from TAUP to Temple during
25 the 2008 negotiations.

1 Q. And are there proposals related to overload and
2 summer teaching and increasing the compensation?

3 A. There's provision to increase the compensation for
4 overload teaching.

5 Q. And the summer teaching, looking at the bottom of
6 page 3 and on to page 4?

7 A. Yes.

8 MS. FARMER: This will be Exhibit 33.

9 [Whereupon, a document was marked as

10 Temple Exhibit No. 33 for identification.]

11 Q. I'm showing you what we've marked as Temple Exhibit
12 33. Can you identify this document?

13 A. Yes. This is a document that I put together during
14 the time TAUP and the university, Art Hochner and I, were
15 discussing an extension to the existing Collective
16 Bargaining Agreement that would go for two years. This is
17 a document that I drafted for my group when we were
18 discussing the proposals that were on the table.

19 Q. So it was your summary of the proposals that Dr.
20 Hochner had made to you?

21 A. Correct.

22 Q. And does it reflect proposals related to increasing
23 summer pay and teaching for overload?

24 A. Yes.

25 Q. Okay, and where does that appear?

1 A. Under "Economics," numbers 2 and 3.

2 Q. Do you recall discussion in the most recent round of
3 negotiations about a union proposal for greater job
4 security for NTT's?

5 A. Yes.

6 Q. Can you summarize those discussions?

7 A. Yes. The union had proposals on the table to
8 increase the number of multi-year contracts provided to
9 NTT faculty, and much like Art had described they were
10 looking for NTT faculty who had completed satisfactorily a
11 number of years. They would receive multi-year contracts
12 the following year -- or an explanation.

13 Q. And what were the discussions that came out of that
14 proposal of the union?

15 A. Well, I mean there were lots of discussions, but
16 eventually, you know, we got to the point where the
17 university said -- I said, "There's really not much more
18 we can do because we need the flexibility. I mean, we're
19 in an RC environment. You know, there's going to be
20 fluctuations in enrollment."

21 Q. RCM environment, what does that mean?

22 A. It's Responsibility Centered Management.

23 Q. Can you explain to us what that means?

24 A. Yeah, it's a different budgeting model, and it really
25 is being applied this year for the first time at Temple.

1 It used to be that money was centrally budgeted and
2 distributed to the schools and colleges. Now the schools
3 and colleges are responsible for their own revenues and
4 their own expenses.

5 Q. So how does that affect the need for flexibility that
6 you were discussing with Dr. Hochner at negotiations?

7 A. Well, the needs and the ability of one school or
8 college vary greatly from those of another depending on
9 their financial circumstances, and, you know, the
10 enrollment prospects, you know, what they offer currently.
11 So there was not the ability to be able to say after X
12 amount of years all NTT's would receive multi-year
13 contracts. What I had said was essentially that, "We
14 can't do that. We need the flexibility."

15 Q. And what was Dr. Hochner's response?

16 A. Art said, you know, kind of, "How much flexibility do
17 you need? You have NTT's. The number of NTT's has been
18 growing, and you have all of the flexibility you need with
19 adjuncts."

20 Q. Previously marked was Temple Exhibit 15.

21 MS. FARMER: And I'm just going to ask, are
22 they all up there?

23 MS. ROSENBERGER: All the existing exhibits
24 are up there.

25 Q(Con't) Okay, that's the PBS Newshour article.

1 A. And it's Temple?

2 Q. It's Temple Exhibit 15.

3 A. 15, okay.

4 [Witness pages through exhibits.]

5 MS. FARMER: And that was from the first
6 day of hearing.

7 THE WITNESS: I feel like Art was able to
8 find these exhibits a lot better and faster than me.

9 [Witness pages through and locates
10 exhibit.]

11 A(Con't) Okay, 15, I've got it.

12 Q. This was -- based on the testimony at the first day
13 of hearing this was the article that was posted on the UAP
14 Facebook page. Have you had occasion to read this
15 article?

16 A. I have.

17 Q. And what does the author conclude about the tenure
18 system?

19 MS. ROSENBERGER: I'm going to object. The
20 article speaks for itself. I mean, it says what it says.

21 MS. FARMER: Again I'm going to ask her----

22 MS. ROSENBERGER: And she's going to
23 characterize it.

24 MS. FARMER: I mean she's going to testify
25 to her understanding of the article and how it relates to

1 these proceedings, and again this is something that was
2 posted on UAP's Facebook page.

3 MS. ROSENBERGER: Her understanding of the
4 article is irrelevant. If she has some relevant evidence
5 about how this article relates to these proceedings she
6 can---

7 MS. FARMER: As it goes to the issue of the
8 conflict where you have UAP posting an article that calls
9 for abolition of the tenure system.

10 HEARING EXAMINER: I'll allow it. I'll
11 decide what weight to give it.

12 THE WITNESS: Could you repeat the
13 question?

14 BY MS. FARMER:

15 Q. What does the author of the article conclude about
16 the tenure system?

17 A. That the tenure system creates conflict between full-
18 time and part-time faculty and should be abolished.

19 Q. And do you share the concern about the conflicts
20 between the interests of adjuncts and full-time faculty if
21 they're in the same bargaining unit?

22 A. Yes.

23 Q. Why?

24 A. Adjuncts would be in the same bargaining unit as
25 their supervisors who have authority to hire, terminate,

1 evaluate. There are limited classes. Priority is, at
2 least under the current Collective Bargaining Agreement,
3 going to be given to full-time faculty, or there is going
4 to be a push and pull between full-time and part-time
5 faculty over who has priority over assignment.

6 Q. And why would that create a conflict? If there is a
7 push and pull between full-time faculty and adjuncts over
8 who gets the course why is that a conflict?

9 A. Well, there are a limited number of courses. So if
10 they're in the same bargaining unit there is one group
11 who, under the arrangement that is being proposed, has
12 lesser numbers, far lesser numbers, being able to take
13 employment away from a group that has greater numbers.

14 Q. And does that affect the compensation of that group?

15 A. Yes.

16 Q. Because adjuncts are only getting compensated when
17 they get assigned?

18 A. True.

19 Q. Are there other areas where you believe that there is
20 a conflict?

21 A. Well, I mean there's limited resources, period. I
22 think that the natural -- any resource that becomes more
23 expensive needs to result in some sort of tightening on
24 some other end. So I don't know how you serve the best
25 interests of both.

1 Q. So if there are negotiations for increased
2 compensation for adjuncts that affects the amount of money
3 available to pay full-time faculty. Is that what you're
4 saying?

5 A. Yes, absolutely, sure.

6 Q. How long have you worked in labor relations in higher
7 education?

8 A. Ah -- nineteen years almost.

9 Q. And do you review literature in the field related to
10 adjunct unionization?

11 A. I do.

12 Q. The concerns that you've expressed related to
13 conflicts between the interests of adjuncts and full-time
14 faculty, are they reflected in literature that you've
15 reviewed?

16 MS. ROSENBERGER: Objection, hearsay and
17 irrelevant.

18 MS. FARMER: It's not hearsay talking about
19 literature in the field, and it's relevant as it relates
20 to the fact that this is not just an issue at Temple
21 University, but that this is an issue that is out there
22 and discussed heavily in the literature, in The Chronicle
23 of Higher Education, in higher education publications
24 about this conflict where you've got full-time faculty and
25 adjuncts, particularly where they're in the same

1 bargaining unit, and it's relevant. Obviously you're
2 going to decide if it's admissible and what weight to give
3 to it, and whether you believe that it goes to this issue
4 that there's an inherent conflict that exists, not just at
5 Temple, but in the nature of the positions. There are a
6 number of publications that discuss that, -- that echo the
7 same concerns that she has expressed in her testimony.

8 MS. ROSENBERGER: Which is irrelevant to
9 whether or not there's an identifiable community of
10 interest between the adjunct faculty and Temple
11 University, and the full-time bargaining unit members in
12 the current TAUP bargaining unit, within the meaning of
13 the Public Employee Relations Act.

14 MS. FARMER: And we believe that it is
15 relevant because the cases do talk about where there is
16 conflicts of interests it goes to whether there is a --
17 you can have a community of interest where you have
18 conflicts of interests between the groups, and we'll
19 obviously address that in our briefing.

20 HEARING EXAMINER: I'll allow it. Again
21 I'll decide what weight to give it. She didn't ask her
22 what the articles say, just if that concern is reflected.
23 So I'll allow it.

24 MS. FARMER: This will be 34. Actually I'm
25 just going to pre-number them one right after the other.

1 [Whereupon, documents were marked as
2 Temple University Exhibit Nos, 34 through
3 40 for identification.]

4 [Exhibits provided to the witness, Hearing
5 Examiner and Ms. Rosenberger.]

6 BY MS. FARMER:

7 Q. This is an article from The Chronicle of Higher
8 Education dated February 16th, 2015.

9 A. Yes.

10 Q. Entitled, "Unions Need to Step Up for Equality."

11 A. Yes.

12 Q. What is The Chronicle of Higher Education?

13 A. It's a publication dedicated to higher education.

14 Q. And have you reviewed this article?

15 A. I have.

16 Q. Does it express concerns similar to those that you
17 expressed?

18 A. Yes.

19 Q. Next turning to Exhibit 35, Inside Higher Education,
20 what is that?

21 A. Again a publication that addresses issues in higher
22 education.

23 Q. And this is an article dated April 27th, 2011
24 entitled, "Do Adjunct Votes Count?"

25 A. Yes.

1 Q. Have you reviewed this publication?

2 A. Yes.

3 Q. Does it express concerns similar to those that you
4 expressed in your testimony?

5 A. Yes.

6 Q. Temple Exhibit 36 is an article in The Chronicle of
7 Higher Education dated March 2nd, 2015 entitled, "Who Gets
8 a Vote in Departmental Decisions?"

9 A. Yes.

10 Q. Did you review this article?

11 A. I did.

12 Q. Does it express concerns similar to those that you
13 expressed?

14 A. Yes.

15 Q. Temple Exhibit 37 is a February 10th, 2011 article
16 from Inside Higher Education entitled, "A Shop Divided."?

17 A. Yes.

18 Q. Did you review this article?

19 A. Yes.

20 Q. Does it express concerns similar to those you
21 expressed in your testimony?

22 A. Yes.

23 Q. Temple Exhibit 38, a December 8th, 2011 article in
24 Inside Higher Education entitled, "Debate over "overload"
25 pay for professors." Have you reviewed this article?

1 A. Yes.

2 Q. Does it express concerns similar to those you
3 expressed?

4 A. Yes.

5 Q. Temple Exhibit 39 is an October 15th, 2013 article in
6 Inside Higher Ed entitled, "Essay on the many ways higher
7 education holds back those off the tenure track."

8 A. Yes.

9 Q. Did you review this article?

10 A. I did, yes.

11 Q. Does it express concerns similar to those that you
12 expressed in your testimony?

13 A. Yes.

14 Q. And, finally, Temple Exhibit 40, an August 11th, 2010
15 article in Inside Higher Ed entitled, "Who Gets Bumped?"
16 Have you reviewed this article?

17 A. I have, yes.

18 Q. Does it express concerns similar to those that you
19 expressed in your testimony?

20 A. Yes.

21 MS. FARMER: I have no further questions of
22 this witness on direct.

23 CROSS-~~EXAMINATION~~

24 BY MS. ROSENBERGER:

25 Q. Miss Boyle, are these, Temple Exhibits 34 through 40,

1 are they the only articles you read about adjuncts or are
2 they just the ones that agree with your opinions about the
3 conflicts between adjunct faculty and full-time faculty?

4 A. Well, they're not the only ones I've read. There are
5 many more that I have read that agree, and many more that
6 don't agree.

7 Q. Did you say at the beginning of your testimony that
8 you have responsibility over payroll at the university?

9 A. I do.

10 Q. Okay, and that includes faculty payroll?

11 A. Yes.

12 Q. So this semester how many overloads are there in the
13 TAUP bargaining unit?

14 A. I don't know.

15 Q. Do you have a ball park?

16 A. I don't.

17 Q. Does every faculty member have an overload?

18 A. No.

19 Q. It is rare? Is that safe to say?

20 A. I don't know if it's rare. It's -- every faculty
21 certainly -- it's not the norm.

22 Q. And does a faculty member have a right to have an
23 overload?

24 A. Can you ask that again? I'm not sure what you mean.

25 Q. Does a faculty member have any enforceable right

1 under the Collective Bargaining Agreement to have a
2 workload of more than 12 credit hours per -- or more than
3 24 credit hours per year?

4 A. No.

5 Q. Does a faculty member in the TAUP bargaining unit
6 have an enforceable right to teach any courses in the
7 summer?

8 A. No.

9 Q. You don't think that -- you don't believe your
10 concerns -- let me start that over. You don't believe
11 that any person who exercises any supervisory authority
12 over someone else should be in the same bargaining unit
13 with that person over whom they exercise supervisory
14 authority. Isn't that right?

15 A. Yes.

16 Q. So you disagree with the General Assembly's judgement
17 in Section 604 of Act 195 of the Public Employe Relations
18 Act that allows that to happen on occasion, right?

19 MS. FARMER: Objection. It calls for a
20 legal conclusion.

21 MS. ROSENBERGER: I'll withdraw it.

22 Q(Con't) When were you first on the university's
23 negotiating team? What's the first round of negotiations
24 you were involved in?

25 A. I think I was peripherally involved in 2000.

1 Q. What do you mean by "peripherally involved"?

2 A. I was at some meetings and I was in the prep
3 sessions, but I certainly wasn't as involved as I was from
4 2004 on.

5 Q. Okay, and when TAUP proposed at that time -- let's
6 say -- did you say 2000?

7 A. Yes.

8 Q. And I think you said that TAUP proposed at that time
9 some desire to have a preference for tenure track and
10 tenured -- to limit non-tenure track whether they be full-
11 time or part-time?

12 A. I think in 2000 they proposed to limit the amount of
13 teaching adjuncts do.

14 Q. To get more tenure track, isn't that right?

15 A. But that's not what they proposed. They proposed to
16 limit the adjunct faculty.

17 Q. Okay, did they get that in negotiations?

18 A. No.

19 Q. And in -- was it in 2004 a ratio of tenure track to
20 non-tenure track, and they proposed a ratio of tenure
21 track to adjuncts?

22 A. Yes.

23 Q. Did they get that in negotiations?

24 A. No.

25 Q. And they didn't propose either of those things in

- 1 2012, right?
- 2 A. Yes, that's correct.
- 3 Q. Or 2008?
- 4 A. Correct.
- 5 Q. Or 2014?
- 6 A. Correct.
- 7 Q. In your view if Temple proposed an increase for any
- 8 group of bargaining unit employees that means there's less
- 9 money if they get it. There's less money for anyone else
- 10 other than people they propose it for, right?
- 11 A. If Temple proposes an increase for any bargaining
- 12 unit?
- 13 Q. For anybody in the bargaining -- for any group of
- 14 people within the bargaining unit?
- 15 A. Yes.
- 16 Q. Then that means there's less money for anyone other
- 17 than that group?
- 18 A. Within that bargaining unit?
- 19 Q. Anywhere.
- 20 A. Well, sure, yes, yes. If you spend money one place
- 21 there's less money available for other things, sure.
- 22 Q. What was your position at Temple in 2008?
- 23 A. In 2008 I was Assistant Vice President for Labor-
- 24 Employee Relations.
- 25 Q. Okay, and did you have any role at that time with

- 1 regard to adjunct faculty?
- 2 A. No.
- 3 Q. When did you first take on a role vis-a-vis adjunct
4 faculty?
- 5 A. I'm not sure what you mean, "a role."
- 6 Q. Do you have a role -- do you have any responsibility
7 with regard to wages, hours and working conditions for
8 adjunct faculty now?
- 9 A. Do I make any determination about it?
- 10 Q. You cover their payroll. You handle their payroll,
11 right?
- 12 A. Yes.
- 13 Q. And you are involved in -- have you had any
14 involvement in drafting the adjunct policy?
- 15 A. With the adjunct -- the one that's in here, the
16 present policy?
- 17 Q. Yeah, isn't that the only adjunct policy?
- 18 A. Yes. I'm must trying to figure out what you're
19 asking me. I mean, did I review it at one point? Maybe.
- 20 Q. Yes.
- 21 A. I certainly wasn't involved in the actual drafting of
22 it.
- 23 Q. Do you know approximately how many adjunct faculty
24 there were in 2008? Do you know generally whether there
25 were fewer or more than there are now?

- 1 A. I think there were probably fewer.
- 2 Q. And so it's true that the number of adjunct faculty
3 have been growing, isn't that right?
- 4 A. I think so, yes.
- 5 Q. And it's true, isn't it, that TAUP negotiated, and
6 Temple agreed, to increase summer pay in the 2008 to 2012
7 contract?
- 8 A. Yes.
- 9 Q. Do you remember going to an arbitration with me about
10 that?
- 11 A. I don't. I've done a lot of arbitrations. Sorry.
12 No offense.
- 13 Q. Okay, okay. I thought you might remember.
14 [Laughing.]
- 15 A. I do now, yes.
- 16 Q. Okay.
- 17 A. I do remember now. We did.
- 18 Q. It was memorable for me.
- 19 A. That's right, we did.
- 20 Q. Just to make sure that the record is clear. On
21 Temple Exhibit 33, which you said was the Summary of
22 Proposals for the extension, those extension negotiations
23 were in 2012, isn't that right?
- 24 A. -- I think that we started negotiating before that,
25 but I mean it's possible. I'm not sure, Amy. I mean, the

1 contract expired in 2012, yes, -- so, yes.

2 Q. So since the date says December of 2010 are you
3 certain that that's the right date or -- I mean----

4 A. I'm not certain that that's the right date. It could
5 have been 2012. Actually, no, it wouldn't have been 2012
6 because the contract expired in 2012. So December 2012
7 would have been after that expiration. We started talking
8 about it beforehand. So it could have been, you know,
9 2011.

10 Q. The RCM environment that you described, the new
11 budgeting model, does it attribute to each college or
12 school or division an amount of overhead to cover the
13 administration, like your salaries or----

14 A. Yeah, non-revenue producing units like human
15 resources, yes, there's a [inaudible word].

16 Q. There's a what?

17 A. It's a stage of all of the----

18 Q. So it's not just that the college or school has to
19 cover its own expenses, they have to also cover all of the
20 non-revenue generating expenses.

21 A. Well, essentially what they're doing is buying our
22 services. So it is one of their expenses.

23 Q. You testified that you were concerned that if the
24 adjuncts are accreted into the TAUP bargaining unit there
25 would be one group with far lesser numbers that could take

1 away rights from a larger group. Who is the one group
2 with far lesser numbers that you're talking about?

3 A. Full-time faculty.

4 Q. And how many full-time faculty are there in the TAUP
5 bargaining unit?

6 A. There are about thirteen hundred.

7 Q. And how many adjunct faculty are there in the
8 bargaining unit -- if they were in the bargaining unit, in
9 the TAUP?

10 A. I mean, I guess it depends on who we counted.
11 Probably anywhere from fourteen hundred to two thousand --
12 or more.

13 Q. In 2000 what was the maximum number of credits that
14 an adjunct -- was there a maximum number of credits that
15 an adjunct faculty member could teach at that time?

16 A. I'm not sure.

17 Q. -- Can a bargaining unit librarian in the TAUP
18 bargaining unit serve as a department chair of an academic
19 department?

20 A. They're not in departments. They're part of the
21 library.

22 Q. So the answer to my question is, no, they can't?

23 A. Correct, the answer is, no.

24 Q. And neither can academic professionals, right?

25 A. Correct.

1 Q. -- Do you handle negotiations with all of the unions
2 at Temple?

3 A. For the most part, yes.

4 Q. So you also work with the unions that represent non-
5 professionals for example?

6 A. Yes.

7 Q. And some of them have full-time and part-time members
8 in the same bargaining unit, isn't that right?

9 A. Yes.

10 Q. And do any of those require that in the event of a
11 furlough part-time employees go first?

12 A. Yes.

13 Q. -- The rate of pay that adjunct faculty are paid is
14 a minimum, isn't that right?

15 A. Yes.

16 Q. And if an adjunct faculty member is particularly good
17 at what they do then they get paid more for Temple to be
18 able to retain them, isn't that right?

19 A. Yes.

20 Q. Do you know what the highest adjunct salary is that's
21 paid at Temple?

22 A. I don't.

23 Q. It's well above the minimum, many times the minimum,
24 isn't it?

25 A. I'm sure it's well above.

1 Q. You testified about the discount -- the voluntary
2 benefits -- or discounts on the various types of benefits
3 like insurance, etcetera. That's something that's
4 available to full-time faculty also, right?

5 A. It is.

6 Q. And they have to pay in just like adjuncts, right?

7 A. Correct, yes.

8 Q. You talked about adjunct faculty getting free
9 parking. That's not unlimited free parking, is it?

10 A. Well, I mean, for the semesters that they're
11 appointed.

12 Q. It's enough parking to cover the days when they
13 teach, isn't it?

14 A. I would assume that that's what it's for. I mean,
15 that's when they're coming to campus.

16 Q. I'm not saying what it's for. I'm saying it's
17 limited to -- so if they teach three days a week it's
18 three times the number of weeks that they teach, that's
19 how much parking they get, isn't that right?

20 A. I don't know.

21 Q. You don't know?

22 A. I don't know.

23 Q. Now, you testified about the contributory 403(b)
24 program that adjunct faculty may participate in. That was
25 the same program that NTT faculty could participate in

1 until that changed in 2004 in negotiations, isn't that
2 right?

3 A. That there was no matching contributions?

4 Q. Right.

5 A. Correct.

6 Q. And the matching contributions was negotiated by TAUP
7 with Temple, right?

8 A. Correct.

9 Q. And the matching contribution that is made -- not all
10 full-time faculty get the same match, isn't that right?

11 A. That's correct.

12 Q. And it's not just based on salary, right? The
13 difference----

14 A. Well, the percentage -- go ahead.

15 Q. The differences aren't just based on how much one
16 makes. It's based on the type of faculty that they are.
17 Isn't that right?

18 A. Yes.

19 Q. And NTT faculty get a lesser match than tenured and
20 tenure track faculty?

21 A. Correct, yes.

22 Q. -- If you would turn to Tab D, which is Joint
23 Exhibit 7 in the big packet that is Joint Exhibit 2?

24 A. Okay.

25 Q. And if you would turn to -- I guess just for

1 simplicity's sake turn to the Table of Contents, the third
2 page. You testified I think that the items under Section
3 11, University Employment and Standards, apply to
4 everybody including adjunct faculty?

5 A. I just want to make sure that there's nothing I'm
6 missing [peruses document]. -- Yes.

7 Q. Does Section 11.7, Conflicts of Interest: Faculty,
8 -- does that apply to anybody but faculty?

9 A. No.

10 Q. So that applies to full-time and part-time faculty?

11 A. Yes.

12 Q. It doesn't apply to librarians or academic
13 professionals?

14 A. I don't believe so, no.

15 Q. Do you want to look at it?

16 A. Yes.

17 Q. It's on page 46.

18 [Witness pages through and peruses
19 document.]

20 A. Yes, it's just full-time faculty.

21 Q. And Section 12 also applies to everybody at the
22 university including full-time and part-time faculty,
23 isn't that right?

24 A. Yes.

25 Q. And Section 12.4 applies specifically only to

- 1 faculty, isn't that right?
- 2 A. Correct.
- 3 Q. And both full-time and part-time?
- 4 A. Yes.
- 5 Q. -- And if you would go back under Section 11, I'm
6 sorry. Section 11.20, Policy for Misconduct in Research
7 and Creative Work. Does that apply to both full-time and
8 part-time faculty?
- 9 A. -- Yes.
- 10 Q. And it would apply to others involved in research and
11 creative work, right?
- 12 A. Right.
- 13 Q. But it wouldn't apply to say -- it wouldn't apply to
14 every Temple employee?
- 15 A. No.
- 16 Q. Joint Exhibit 8 which is behind Tab E there, if you
17 would turn to that? That's Temple's Rules of Conduct,
18 right?
- 19 A. Yes.
- 20 Q. And that applies to everybody who works at Temple,
21 doesn't it?
- 22 A. Yes.
- 23 Q. Including full-time, part-time faculty and everyone
24 else?
- 25 A. Yes.

1 Q. Not every provision of the Collective Bargaining
2 Agreement applies to every member of the TAUP bargaining
3 unit, isn't that right?

4 A. -- Yes.

5 MS. ROSENBERGER: Can I just take a minute
6 with my folks to -- I just want to make sure I get through
7 most of it.

8 HEARING EXAMINER: Yes. All right, off the
9 record.

10 [Whereupon, at 3:36 p.m., April 21, 2015 the hearing
11 recessed.]

12 [Whereupon, at 4:05 p.m., April 21, 2015 the hearing
13 reconvened.]

14 HEARING EXAMINER: All right, we're back on
15 the record.

16 MS. ROSENBERGER: I have just a few more
17 questions.

18 BY MS. ROSENBERGER:

19 Q. Non-tenure track faculty are also hired for fixed
20 periods, isn't that right?

21 A. Correct.

22 Q. And at the end of their -- and they get a contract
23 for that fixed period, right?

24 A. They do, yes.

25 Q. And it says the end date of the contract?

1 A. Yes.

2 Q. And if they are not renewed at the end of their
3 contract that's not subject to challenge under the Article
4 12 Procedures for Termination of Faculty, right?

5 A. As long as the other provisions for non-renewal are
6 followed.

7 Q. As long as they give them notice, isn't that right?

8 A. Correct.

9 Q. And you talked about adjunct faculty rates of pay.
10 They get paid based on the number of credits taught,
11 right?

12 A. Yes.

13 Q. Regardless of what additional work they may do
14 besides actually just teaching a class, right?

15 A. So there's lots of things that go along with
16 teaching. Is that what you're asking me? I mean, there's
17 things that go along with teaching a class, but----

18 Q. And that's not what I'm talking about.

19 A. Okay.

20 Q. I'm talking about that if they are asked to serve on
21 a committee, and they do that, they don't get paid for
22 that, do they?

23 A. Correct.

24 Q. It's all part of their compensation? They get paid
25 what they get paid?

1 A. Well, if they're not assigned to do it, but they
2 elect to do it, then, no.

3 Q. How about if they're assigned to do it by the Dean?

4 A. I don't know of a case where somebody was assigned by
5 a Dean and then not compensated. I don't know of any
6 cases like that.

7 Q. All right. -- With regard to the Side Letter that
8 you said -- that letter that you testified about that had
9 to do with Temple University providing information about
10 the number of faculty in various categories----

11 A. Yes.

12 Q. Temple doesn't actually provide that information to
13 TAUP, does it?

14 A. I believe we do.

15 Q. They provide TAUP with information about adjunct
16 faculty?

17 A. We provide a lot of information, and I believe that,
18 yes, we provide that as well.

19 Q. Okay. Now, you testified that evaluation of adjunct
20 faculty -- if I heard you correctly, that evaluation of
21 adjunct faculty doesn't factor into their renewal?

22 A. No, I don't think I said that.

23 Q. Okay, but they get evaluated, right?

24 A. I believe that they do.

25 Q. Well, that's required under the policy, isn't it?

1 A. It is.

2 Q. And the evaluation of the performance goes into a
3 decision about whether or not to renew them, doesn't it?

4 A. I don't know.

5 Q. Do you have any idea of what the basis is for
6 decisions about renewing them?

7 A. It occurs at the departmental level by the chair. I
8 don't know.

9 Q. Okay. You just don't have any basis to know whether
10 it does or does not factor in?

11 A. I really don't know.

12 Q. And with regard to the side letter in the last round
13 of negotiations that had to do with nothing in the
14 contract applying to any group that's accreted----

15 A. Yes.

16 Q. I'm going to ask you a little bit about that. You
17 said that Temple originally proposed that 7.D., the dues
18 deduction provision, -- that was the threshold, that that
19 wouldn't apply to any new groups accreted into the
20 bargaining unit, right?

21 A. Correct.

22 Q. And then after Temple proposed that, TAUP countered,
23 didn't they, with a proposal to have a lower threshold,
24 but only -- lower than the 70% threshold that you
25 testified about, but have it only apply to faculty who

1 were -- categories of faculty within the bargaining unit
2 as of October 2014, isn't that right?

3 A. So TAUP had a proposal on the table to eliminate the
4 threshold and just have an agency fee provision without
5 any threshold. They probably proposed a counter to that.
6 I don't know if that was -- if there was a counter I don't
7 know if that had to do with our side letter provision or
8 not. So is it possible that they provided a counter that
9 was a reduction of their original proposal for blanket
10 agency fee? Perhaps. I don't recall whether or not it
11 was in response to the side letter suggestions we had.

12 Q. So you don't recall that in response to that Temple
13 said, "No, we won't agree to that." and TAUP said, "Well,
14 we won't agree to your 7.D. proposal."?

15 A. That sound familiar. That sounds like a discussion
16 that took place. I don't recall the content of their
17 counter proposal. I distinctly remember Art saying,
18 "Well, then we're not agreeing to yours." So, yes.

19 Q. Okay. And then after that Temple came back with the
20 proposal that's included in the Side Letter the language
21 about 7.D., and nothing else in the contract applying to
22 anybody who is accreted. Isn't that right?

23 A. I don't remember. I'm not sure. I thought that it
24 was. If we made that counter proposal in response to
25 discussion that we had with Art about the fact that --

1 that not only the provision would not apply, but none of
2 it would apply. So that was the language that the union
3 was going to accept. So I don't know if that is kind of
4 the sequence or not.

5 Q. But your recollection is that there was a discussion
6 about whether the union would accept that kind of
7 language, and your understanding was that the union would,
8 and it made it into the proposal.

9 A. The language that we agreed on?

10 Q. Yes.

11 A. So again, I don't remember whether we proposed it or
12 not. I know that we had discussion about it. So if the
13 proposal came from us it would have been in response to
14 discussion regarding, "Well, we can't accept this the way
15 it is because it's true that none of it would apply." So
16 if we felt like that's what they would agree to it's
17 perhaps that we had the discussion and we knew what they
18 would agree to. We brought it to the table, but our
19 proposal was limited to 70.

20 Q. Your original proposal?

21 A. Yes.

22 MS. ROSENBERGER: That's all I have on
23 cross.

24 MS. FARMER: Just very briefly.

25 REDIRECT EXAMINATION

1 BY MS. FARMER:

2 Q. Ms. Boyle, in response to a question by the union's
3 counsel about reviewing articles you testified that you've
4 reviewed a number of articles, some of which agree with
5 such as the ones that were entered into evidence, and some
6 that took a different position. Do you recall that?

7 A. Correct, yes.

8 Q. And I wanted to make sure I understood what your
9 testimony was. You made a reference to more articles
10 agreeing with one position than the other. What's your --
11 do more articles that you've read agree with your
12 testimony and the articles that were put in, or do you
13 disagree?

14 A. What I meant to say was that many more agreed with
15 the articles that were put in. That was my testimony.

16 MS. FARMER: No further questions.

17 MS. ROSENBERGER: No questions.

18 HEARING EXAMINER: Does Temple have
19 anything else today?

20 MS. FARMER: No. What's your preference in
21 terms of moving in the exhibits, by day or at the end of
22 our case?

23 HEARING EXAMINER: That's up to you. If
24 you want to do them now we can do them now.

25 MS. FARMER: Why don't we just go ahead and

1 do them by day if you didn't keep track. So we would move
2 for admission of Temple Exhibits 1 through 40.

3 HEARING EXAMINER: I know that's a lot.

4 MS. ROSENBERGER: Yeah, let me----

5 HEARING EXAMINER: Do you need time?

6 MS. ROSENBERGER: Other than the one
7 exhibit that we already objected to and that you excluded,
8 which I'm now blanking on the number. I think it was 23
9 or 22.

10 MR. LANGE: It was 23, yes.

11 MS. ROSENBERGER: 23, okay. No objection.

12 HEARING EXAMINER: Okay, Temple Exhibits 1
13 through 40 are admitted into the record, with the
14 exception of 23 which was already objected to and
15 sustained.

16 [Whereupon, the documents previously marked
17 as Temple Exhibit Nos. 1 through 22 and 24
18 through 40 were received in evidence.]

19 HEARING EXAMINER: Is there anything else
20 today?

21 MS. FARMER: And our exception to that is
22 noted for the record as to 23?

23 HEARING EXAMINER: Yes.

24 MS. FARMER: Nothing else for us today.

25 HEARING EXAMINER: Okay. This hearing is

1 concluded. Off the record.

2 [Whereupon, at 4:15 p.m., April 21, 2015 the hearing
3 concluded.]

4 ***

5 C E R T I F I C A T E

6 I hereby certify, as the stenographic
7 reporter, that the foregoing proceedings were taken
8 stenographically by me, and thereafter reduced to
9 typewritten form by me, and that this transcript is
10 a true and accurate record to the best of my ability.

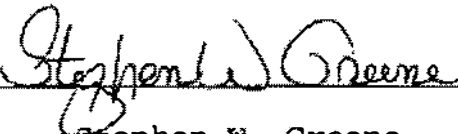
11

12 COMMONWEALTH REPORTING COMPANY, INC.

13

14

By:


Stephen W. Greene

15

16

17

18

19

20

21

22

23

24

25