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President and Fellows of Harvard College (Harvard University) and Harvard University Police Association. Case 01–CA–354044

July 23, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

On December 23, 2025, Administrative Law Judge Paul Bogas issued the attached decision. The Respondent filed exceptions with a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order as modified and set forth below.³

ORDER

The National Labor Relations Board orders that the Respondent, President and Fellows of Harvard College (Harvard University), Cambridge, Massachusetts, its officers, agents, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Harvard University Police Association (the Union) by failing and refusing to furnish, or unreasonably delaying in furnishing, the Union with requested information that is relevant and necessary to the Union's performance of its functions as

the collective-bargaining representative of the employees in the following bargaining unit:

All University-employed police officers, but excluding office personnel, temporary or less than half-time employees, persons of higher rank, or students who may be employed at the discretion of the University.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish to the Union in a timely manner the written report—with the option to redact any personal identifying information regarding the alleged victim or the accused student—that it requested via email on October 31, 2024.

(b) Within 14 days after service by the Region, post at its Cambridge, Massachusetts facility copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 1, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former

¹ The Respondent has implicitly excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings. Additionally, the Respondent has implied that the judge's rulings, findings, and conclusions demonstrate bias and prejudice. On careful examination of the judge's decision and the entire record, we are satisfied that the Respondent's contentions are without merit.

² We adopt the judge's conclusion, for the reasons he states, that the Respondent violated Sec. 8(a)(5) and (1) by failing to furnish the Union with the report that it requested on October 31, 2024. In doing so, we reject the Respondent's argument that the report was not relevant because it did not result in disciplinary action against any bargaining-unit member. As the judge explained, the report was presumptively relevant because it concerned an inquiry into a unit employee's performance and how supervisors oversaw her work, and it was directly relevant to that unit employee's pending sex discrimination complaint that she had filed with the Respondent's Office of Dispute Resolution. Additionally, we

reject the Respondent's argument that the judge failed to properly apply the confidentiality balancing test set forth in *Detroit Edison Co. v. NLRB*, 440 U.S. 301 (1979). The judge cited other cases in lieu of *Detroit Edison*, and because he accurately found that the Respondent did not satisfy the first step of the test, there is no actual confidentiality interest to balance. And the judge correctly cited cases establishing that the Respondent would have failed a balancing test even if it did satisfy the first step, as the Respondent did not even acknowledge the Union's suggested accommodations, let alone propose accommodations of its own in a timely manner.

³ We amend the judge's remedy to clarify, consistent with the Union's October 31, 2024 request, that in providing the requested report, the Respondent may redact "any personal identifying information regarding the alleged victim or the accused student." We shall modify the judge's recommended Order and substitute a new notice to conform to this change and the Board's standard remedial language.

⁴ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

employees employed by the Respondent at any time since October 31, 2024.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 1 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 23, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with Harvard University Police Association (the Union) by failing and refusing to furnish, or unreasonably delaying in furnishing, the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of employees in the following bargaining unit:

All University-employed police officers, but excluding office personnel, temporary or less than half-time em-

ployees, persons of higher rank, or students who may be employed at the discretion of the University.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL furnish to the Union in a timely manner the written report—with the option to redact any personal identifying information regarding the alleged victim or the accused student—that it requested via email on October 31, 2024.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE (HARVARD UNIVERSITY)

The Board's decision can be found at www.nlrb.gov/case/01-CA-354044 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



Nathaniel Shay, Esq., for the General Counsel.

Alan J. McDonald, Esq. and *Jason Powalisz, Esq.* (*McDonald, Lamond and Canzoneri*), of Southborough, Massachusetts, for the Charing Party.

Joseph P. McConnell, Esq. (*Morgan Brown and Joy, LLP*), of Boston, Massachusetts, for the Respondent.

DECISION

STATEMENT OF THE CASE

PAUL BOGAS, Administrative Law Judge. I heard this case on September 16, 2025, in Boston, Massachusetts. The Harvard University Police Association filed the charge on November 4, 2024. The Regional Director for Region 1 of the National Labor Relations Board (the Board) filed the complaint on April 3, 2025. The complaint alleges that the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) by failing and refusing to provide the Union with the information it has requested since at least October 31, 2024. The Respondent filed a timely answer in which it admitted that it refused to provide the requested information, but denied that this refusal violated the Act. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

I. JURISDICTION

The Respondent, is a nonprofit university of higher education whose main facilities are located in Cambridge, Massachusetts. In conducting its operations it annually derives gross revenues available for operating expenses in excess of \$1 million and purchases and receives goods at its Cambridge, Massachusetts, facility valued in excess of \$50,000 directly from points outside the Commonwealth of Massachusetts. The Respondent admits, and I find, that at all relevant times it has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

II. RESPONDENT'S REFUSAL TO PROVIDE INFORMATION REQUESTED BY THE UNION

Kelsey Whelihan, a detective with the police department of Harvard University (Respondent, Employer, or University), was interviewed by a Respondent-retained consultant about Whelihan's performance of her duties during the investigation of an alleged sexual assault between two students. The interviewers explained that they were looking into "the interaction between Detective Whelihan and the supervisors in the conduct of the investigation of the student sexual assault." Transcript at Page(s) (Tr.) 19–20, 41. The outside consultant, Edward Davis Company, completed a report regarding its inquiry, and submitted it (the Davis Report or the Report) to the Respondent. (Tr. 21–22.)

All of the University-employed police officers, including Whelihan, are represented by the Harvard University Police Association (Charging Party, Union, or Association).¹ On January 31, 2024,² the Union's attorney, who had been present when the Davis Company interviewed Whelihan (Tr. 39), made a written request that the Respondent provide him with a copy of the Davis Report (GC Exh. 3). The request stated that the Union needed the Davis Report to "ensure that Detective Whelihan's prior and current rights in the matter are protected and that that the investigation will not adversely impact her in the future" and also because members needed to "have access to investigational reports of complaints involving them." The Union was concerned, *inter alia*, about the possibility that the Davis Report included statements reflecting negatively on bargaining unit employees and that such statements could be used in the future. (Tr. 35.) In its information request, the Union proposed that, before providing the Report, the Respondent redact any "identifying information regarding the alleged victim [of a sexual assault] or the accused student." (GC Exh. 3.)

Over a month passed and the Respondent made no response at all to the Union's request for the Davis Report. On March 4, the Union requested the information again. (Tr. 30; GC Exh. 3.) At this point in time, two complaints were pending before the Re-

spondent's Office of Dispute Resolution (ODR) that related to the student sexual assault investigation. One of the ODR complaints was submitted by Whelihan herself, who contended that, because she was a woman, two of her supervisors had unduly criticized her handling of the sexual assault case. The other ODR complaint was submitted by one or more students who raised concerns about how the Respondent handled the sexual assault allegation. (Tr. 62–63.)

On March 6, Zachary See, the Respondent's associate director of the office of labor and employee relations,³ answered the Union's request for the Davis Report. He did not provide the report, and stated:

The report you've requested is a confidential internal document that is not provided to employees. Is there a more specific reason needed to obtain a copy of this report?

(GC Exh. 3.) Despite See's assertion that the Davis Report was "confidential" he conceded at trial that he had never read the Report—not at the time he first declined to provide it, or at any time since. (Tr. 68.) The Respondent did not present testimony establishing that any other official responsible for withholding the Davis Report had read it. See knew on March 6 that the Davis Report concerned an investigation that Whelihan had conducted, but he did not propose any accommodations under which he would permit Whelihan or the Union to review the Report. (Tr. 61.) Although he had still not read the report at the time of trial, he testified that no accommodation would have been possible since the "entire" report was confidential and no confidentiality agreement regarding it "would have sufficed." (Tr. 61, 65.)

On the same day that See first refused to provide the Davis Report, the Union's attorney responded to See that the Union needed the Davis Report for the reasons articulated in its January 31 request. The Union also stated that it was "willing to consider a confidentiality agreement that would allow access to [the Davis Report] for Association leadership, Detective Whelihan and me at this time, but prohibiting its use without further process." (GC Exh. 3.) As indicated, above, the Union had already proposed redacting the names of the alleged victim and alleged perpetrator of the sexual assault. Neither See, nor anyone else from the Respondent, responded to the Union's March 6 communication or to the accommodations the Union proposed there. (Tr. 32, 53, 65.)

On October 31—6 months later—the Respondent continued to withhold the Davis Report from Whelihan and the Union. At that time, Whelihan's allegations that she was a victim of sex discrimination during her investigation of the student sexual assault case were still pending with the Respondent's ODR. (Tr. 33.)⁴ The ODR does not proactively obtain information about complaints, but rather relies on the information submitted to it by the parties. (Tr. 24.) The Union wanted the Davis report in order

¹ The Union has a decades long bargaining relationship with the Respondent. Tr. 18–19. The bargaining unit consists of: "All University-employed police officers, but excluding office personnel, temporary or less than half-time employees, persons of higher rank, or students who may be employed at the discretion of the University."

² All other dates in this decision are in 2024 unless otherwise specified.

³ In its answer to the complaint, the Respondent admitted that See was a supervisor and agent of the Respondent.

⁴ The record does not show whether the ODR complaint filed by students regarding the Respondent's handling of the sexual assault case was also still pending.

to present it to the ODR, especially given that the two supervisors who Whelihan had accused of sex discrimination were not only contesting her version of events, but, according to Whelihan, accusing her of misconduct. (Tr. 24, 26, 33–34.) The Union also wanted to review the information in order to decide whether to file a grievance under the sex discrimination clause of the parties' collective-bargaining agreement. Tr. 35.⁵

On October 31, the Union's attorney made a third written request for the Davis Report. In the request, the Union repeated the same reasons given previously for requesting the Report, and also stated "[a]t this time, the production of the report is critical as the University's Office of Dispute Resolution (ODR) is nearing the end of its investigation of Detective Whelihan's complaint of sex discrimination in which the matter at issue in the Davis Report is prominent." (GC Exh. 4.) See answered on behalf of the Respondent on November 1, once again declining to provide the information and asserting that "there is no basis to believe the report is relevant" given that "[t]he ODR process to our knowledge has not reviewed and does not have access to the internal Davis Report you request, nor have there been impacts on members based on the report." Aside from its statements in the written responses, the Respondent did not provide the Union with any reason for refusing to provide the requested Report. (Tr. 36.)

Whelihan resigned her position with the Respondent in March 2025, but, as of the time of the hearing before me, her complaint to the Respondent's ODR was still pending. (Tr. 57–58, 74.) The Respondent has still not provided the Union with the Davis Report. There was hearsay testimony that about 2 weeks before the hearing in this matter—over a year after the Union's initial information request, and about 5 months after the General Counsel filed the instant complaint—the Respondent offered to settle this litigation by providing the Union with the "recommendations" section of the Davis Report, but none of its other contents. (Tr. 45.) The Union did not agree to settle on those terms. Aside from the purported settlement offer, the Respondent has not offered to provide anything to the Union in response to its requests for the Davis Report. (Tr. 46, 68.)

DISCUSSION

The complaint alleges that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to provide the Union with the Davis Report in response to the Union's October 31, 2024, request.⁶ An employer's obligation to bargain in good faith under Section 8(a)(5) of the Act includes the obligation to furnish the employees' bargaining representative, upon request, with information relevant to and necessary for the performance of the Union's statutory duty as the employees' bargaining representative. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435–436 (1967). Where the request is for information about unit employees, it is presumptively relevant. *Beverly Health & Rehabilitation Services*, 328 NLRB 885, 888 (1999); *Samaritan Medical Center*, 319 NLRB 392, 397 (1995).

The Davis Report is presumptively relevant to the Union's duties because it concerns an inquiry into a unit employee's per-

formance and how supervisors conducted their oversight of unit employees. Even if one assumes that the Davis Report is not presumptively relevant, the record would establish its actual relevance because, *inter alia*, it had probable or potential relevance to Whelihan's ODR sex discrimination complaint and to the Union's decision about whether to file a sex discrimination grievance under the collective bargaining agreement. *Acme Industrial*, 385 U.S. at 433, 437–438 (employer has "the obligation to furnish information that allows a union to decide whether to process a grievance"); *Olean General Hospital*, 363 NLRB 561, 567 (2015) (union's request for a survey and list of deficiencies was relevant for possible disciplinary situations); *Disneyland Park*, 350 NLRB 1256, 1257 (2007) (employer has a duty to provide information relevant to a union's decision to file grievances); *North Star Steel Co.*, 347 NLRB 1364, 1368–1369 fn. 22 (2006) (employer has a duty to provide information upon "a showing of possible or potential relevance" to the union's representational duties); *Schrock Cabinet Co.*, 339 NLRB 182, 182 fn. 6 (2003) ("[A]n employer is required to provide such information [to investigate a contemplated grievance] regardless of the potential merits of any particular grievance."). Since the Davis Report was both presumptively and demonstrably relevant to the Union's statutory duty as the unit employees' bargaining representative, the Respondent should have provided it without delay.

The Respondent argues that it is acting lawfully by withholding the Davis Report because the Report is not relevant to the Union's duties as bargaining representative and because any relevance is outweighed by the "extremely confidential" and "highly confidential" nature of the Report. Brief of Respondent at Pages 3–5. Regarding relevance, there is no basis at all for the Respondent's claim that the Report is not relevant. The Report concerned the investigation of a bargaining unit member's (Whelihan's) performance and how supervisors conducted their oversight of her performance, and was also relevant to Whelihan's pending internal ODR complaint (of which the Respondent were aware), and potential grievance, regarding alleged sex discrimination by her supervisors. See's claim that the Report was not relevant because the ODR did not possess the Report is nonsensical. Indeed, an important reason for requesting the Report, clearly articulated by the Union, was so that the ODR *could* receive and consider it. The Report's relevance to the Union's representational duties is obvious and See's testimony that he somehow failed to understand that relevance brings to mind a child who covers both ears and hums to avoid understanding an unwelcome communication. At any rate, obtuseness is not a defense to production where, as here, the relevance of the information should have been apparent to the Respondent under the circumstances. *Atlantic Veal and Lamb, LLC*, 373 NLRB No. 19, slip op. at 2 and 3 (2024) (requester's burden is met when "the relevance of the information should have been apparent to the employer under the circumstances").

Even less convincing is the Respondent's assertion that it can lawfully withhold the Davis Report because the document is "extremely" and "highly" confidential. As the party asserting a

⁵ The collective-bargaining agreement incorporates legal prohibitions on sex discrimination. GC Exh. 2 at p. 4 (Art. 1)

⁶ The complaint does not allege a violation based on the Union's January 31 and March 4, 2024 requests for the same information.

confidentiality defense, the Respondent has the burden of proving a legitimate and substantial confidentiality interest in the information withheld. *Postal Service*, 356 NLRB 483, 486 (2011), remanded by 660 F.3d 65 (1st Cir. 2011); *Northern Indiana Public Service Co.*, 347 NLRB 210, 211 (2006). To meet that initial burden the Respondent “must establish confidentiality . . . , not merely raise a naked confidentiality claim.” *Lasher Service Corp.*, 332 NLRB 834, 834 (2000) (emphasis in original). Here a “naked confidentiality claim” is precisely what the Respondent has proffered. The only evidence that the Respondent provides to support its claim that the Davis Report is extremely confidential are the statements of See. However, See admitted on the stand *that he had not even read the Report*. The Respondent did not present testimony from anyone else who *had* read it. Nor did the Respondent provide the Davis Report to me for review, in camera or otherwise, to support its claim that the Report, or even any part of the Report, was legitimately and substantially confidential. The Respondent has utterly failed to satisfy its burden of establishing a confidentiality defense.

Even if one presumes, despite the absence of record evidence, that the Davis Report contains some legitimately confidential material concerning students, that confidentiality interest would be outweighed by the Union’s need for the Report, especially given that the Union offered both to allow redaction of any information identifying the involved students and to accept strict limits on dissemination of the remaining report content. *Northern Indiana Public Service*, 347 NLRB at 211 (if the party withholding information shows a “legitimate and substantial confidentiality interest” the information must still be provided unless that interest outweighs the requester’s need for the information). The Union’s proposal for accommodations, however, did not even elicit a counterproposal from See. *Palace Station Hotel & Casino*, 368 NLRB No. 148, slip op. at 1 (2019) (party withholding information forfeits its confidentiality defense if it does not offer to bargain over accommodations), *enfd.* 1 F.4th 12 (D.C. Cir. 2021); *A-1 Door & Building Solutions*, 356 NLRB 499, 501(2011) (“party refusing to supply information on confidentiality grounds has a duty to seek an accommodation”); *Northern Indiana Public Service*, *supra* (even if a party shows a confidentiality interest that outweighs the requestor’s need for the information, “the party may not simply refuse to provide the requested information, but must seek an accommodation”).⁷ A legitimate and substantial confidentiality interest was not shown here, but any interest that one might arguably presume from the record, and which would survive the Union’s offered accommodations, is far outweighed by the Union’s need for information pertaining to alleged supervisory mistreatment and undue

criticism of unit employees. See *Olean*, *supra* (a union’s request for a survey and list of deficiencies was relevant for possible disciplinary situations, and outweighed the employer’s confidentiality interest).

I find that the Respondent violated Section 8(a)(5) and (1) of the Act beginning on October 31, 2024, by failing and refusing to provide the Union with the requested Davis Report.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Charging Party Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(a)(5) and (1) of the Act by refusing to provide the Union with the Davis Report requested by the Union on October 31, 2024.

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

REMEDY

Having found that the Respondent engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Although the evidence shows that Whelihan has resigned her position with the Respondent, the Respondent still must be required to provide the Union with the requested information. At the time of the hearing, Whelihan’s ODR complaint was still pending. The record does not demonstrate that a resolution of that complaint will have no meaningful effects for Whelihan (in the form, for example, of favorable or neutral letters of reference) or for other unit employees still subject to supervision by the same alleged sexual discriminators. I do not limit the remedy to ordering accommodative bargaining over the information request inasmuch as the Respondent has not presented evidence showing a legitimate and substantial confidentiality interest. Cf. *Palace Station Hotel & Casino*, slip op. at 5 and 7 (where employer shows a legitimate confidentiality interest in the disputed information, it will be ordered to engage in accommodative bargaining, but where no such showing has been made, employer is ordered to produce the information).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended Order.⁸

ORDER

The Respondent, President and Fellows of Harvard College (Harvard University) its officers, agents, successors, and assigns, shall

1. Cease and desist from

⁷ As noted in the statement of facts, there was hearsay testimony that, 2 weeks prior to the trial in this matter, the Respondent offered to provide the Union with the “recommendations” section of the Davis Report in exchange for the Union settling this litigation. Any such offer did not address why the far less extreme limitations offered by the Union were not adequate to address any legitimate and substantial confidentiality interests. Moreover, the Respondent’s settlement offer did not allow the Union a reasonable basis on which to ascertain what, if any, relevant information it would be giving up by accepting the settlement. Cf. *Olean General Hospital*, 363 NLRB at 567 (“inability to identify specific relevant information in the report can hardly be held against the Union, which

has never seen the report”). In more general terms, the Respondent’s eleventh hour settlement offer, to the extent it could be considered an offer of accommodation, would be, as the General Counsel notes, “far too little and far too late.” Brief of the General Counsel at Pages 19–20, citing *A-1 Door & Building Solutions*, 356 NLRB 499, 501 fn. 10 (2011) (employer’s offer of accommodation “was untimely, coming 4 months after the Union’s [information] request”).

⁸ If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Refusing to bargain collectively with the Harvard University Police Association (the Union) by failing and refusing to furnish it with requested information that is relevant to and necessary for the Union's performance of its functions as the exclusive collective-bargaining representative of the Respondent's employees in bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) Immediately provide the Union with the Edward Davis Company Report requested by the Union on October 31, 2024.

(b) Within 14 days after service by the Region post at its facility in Cambridge, Massachusetts, copies of the attached notice marked "Appendix."⁹ Copies of the notice, on forms provided by the Regional Director for Region 1 of the National Labor Relations Board, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to bargaining unit employees are customarily posted. In addition to physical posting of paper notices, the notice shall be distributed to all bargaining unit employees electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed any portion of its operation staffed by bargaining unit employees, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former bargaining unit members employed by the Respondent at any time since October 31, 2024.

(c) Within 21 days after service by the Region, file with the Director for Region 1 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 23, 2025.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT delay furnishing, or refuse to furnish, the Harvard University Police Association (the Union) with requested information to which it is entitled as the exclusive collective bargaining representative of our employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL immediately provide the Union with the Edward Davis Company Report requested by the Union on October 31, 2024.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE
(HARVARD UNIVERSITY)

The Administrative Law Judge's decision can be found at [www.nlrb.gov/case/ 01-CA-354044](http://www.nlrb.gov/case/01-CA-354044) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



⁹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the