

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 01**

SECTEK, INC.

Employer

and

UNITED FEDERATION LEOS-PBA

Petitioner

Case 01-RC-347432

and

**INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA)**

Intervenor

DECISION AND DIRECTION OF ELECTION

SecTek, Inc. (the Employer) provides security services at locations throughout the United States.

On August 2, 2024, United Federation LEOS-PBA (Petitioner) filed the petition in the above-captioned matter seeking to represent the following bargaining unit of approximately 18 employees, which is presently represented by incumbent union International Union, Security, Police and Fire Professionals of America, (Intervenor):

Included: All full-time and regular part-time armed or unarmed security officers performing guard duties as defined in Section 9(b)(3) of the Act employed by the Employer at its Boston Consolidated TRACON in Merrimack, New Hampshire and ARTCC in Nashua, New Hampshire.

Excluded: All office clerical employees, confidential employees, managers, professional employees, and supervisors as defined in the Act.

The parties stipulated, and I find, that this bargaining unit is appropriate under the Act.

The Intervenor contends that the Petitioner filed its petition within the 60-day “insulated period” preceding expiration of the Intervenor’s collective-bargaining agreement with the Employer and urges that I should dismiss the petition pursuant to the Board’s contract-bar doctrine. The Petitioner maintains that it filed the petition on the last day of the 30-day open period preceding the 60-day insulated period, and that the petition validly raised a question concerning representation of the unit, which should be resolved by a secret-ballot election. The Employer does not take a position as to whether the petition was timely filed. The Petitioner’s and Intervenor’s

disagreement regarding the timeliness of the petition turns on their different readings of the following language in the collective-bargaining agreement's Scope of Agreement Article: "The Agreement shall remain in force and effect until 2400 hours on October 1, 2024." The Intervenor contends that the agreement was in effect only through September 30, 2024, whereas the Petitioner maintains that the agreement was effective until the end of the day October 1, 2024.

As will be discussed in greater detail below, I find that the contract was in effect until the end of the day on October 1, 2024, and that the Petitioner timely filed its petition during the open period. Accordingly, I shall direct an election in the petitioned-for unit.

FACTS

When the petition was filed, there was a collective-bargaining agreement in effect between the Employer and the Intervenor, which on its front stated "August 14, 2023 to October 1, 2024" as the effective dates. Article 20, the Scope of Agreement Article, states: "The Agreement shall remain in force and effect until 2400 hours on October 1, 2024." That agreement, received in evidence, is in writing, was executed by the parties prior to the filing of the petition, and contains substantial terms and conditions of employment.

The Intervenor and the Employer have since negotiated a successor collective-bargaining agreement, effective September 13, 2024, through September 12, 2027. The Scope of Agreement article in the successor agreement provides that the agreement "shall remain in force and effect until 2359 hours on September 12, 2027."

DISCUSSION AND ANALYSIS

The Board fashioned the contract bar doctrine in order to achieve "a finer balance between the statutory policies of stability in labor relations and the exercise of free choice in the selection or change of bargaining representatives." *Appalachian Shale Products*, 121 NLRB 1160, 1161 (1958); see also *Direct Press Modern Litho, Inc.*, 328 NLRB 860, 860-61 (1999). For contracts of up to three years duration¹ outside the healthcare industry², a rival union's representation petition may be timely filed during a 30-day period that begins 90 days and ends 60 days before such a contract expires. *Leonard Wholesale Meats, Inc.*, 136 NLRB 1000, 1001 (1962). This 30-day period is commonly known as the "window period" or "open period." The subsequent 60-day period preceding and including the expiration date is known as the "insulated period," and no petition can be timely filed during that span. *Mountaire Farms, Inc.*, 370 NLRB No. 110, slip op. at 1 (2021).

¹ The Board deems contracts with terms greater than three years to be of "unreasonable duration." *The Hertz Corp.*, 265 NLRB 1127, 1128 (1982). While the Petitioner and Intervenor disagree as to precisely when the contract term concluded, the term was less than 14 months under either party's view, and was not a contract of unreasonable duration.

² For collective-bargaining agreements to which health care institutions are parties, the insulated period is 90 days; thus, the 30-day window period that begins 120 days and ends 90 days prior to contract expiration. See *Trinity Lutheran Hospital*, 218 NLRB 199 (1975).

To constitute a bar, a contract must be in writing, must be signed by all parties prior to the filing of a petition, and must contain substantial terms and conditions of employment. *Appalachian Shale Products*, supra at 1162-63; see also *Television Station WVTM*, 250 NLRB 198, 199 (1980). I find that the contract meets these requirements.

The Board has held that in the absence of specific expression to the contrary, a collective-bargaining agreement in effect until a given day is to be construed as not including the date named after the word “until” or “to.” *Hemisphere Steel Prod., Inc.*, 131 NLR.B 56 (1961); *Williams Laundry Co.*, 97 NLRB 995 (1952). By this measure, the Intervenor submits, its contract with the Employer was last effective on September 30, 2024, and the petition was untimely filed on August 2. The Petitioner maintains that the ordinary rule does not apply to the “to October 1” language on the front of the contract because it is contradicted by a specific expression to the contrary – the Scope of Agreement Article, which states that the agreement shall remain “in force and effect until 2400 hours on October 1, 2024.”

The Petitioner’s and Intervenor’s positions distill to agreement that the contract’s expiration was midnight October 1, 2024, but disagreement as to *which* midnight October 1, 2024. “Midnight” represents a boundary between days, rather than a time included wholly within a day. Thus, each day begins at midnight and ends at different midnight. Where parties to a contract choose “midnight” on a certain date to conclude the contract’s term, it creates ambiguity. The National Institute of Standards and Technology (NIST), a non-regulatory agency with the United States Department of Commerce, has recognized this problem and proposed strategies to avoid that ambiguity on its “Time of Day FAQs” page on its public website:

Is midnight the end of a day or the beginning of a day?

When someone refers to "midnight tonight" or "midnight last night" the reference of time is obvious. However, if a date/time is referred to as "at midnight on Friday, October 20th" the intention could be either midnight the beginning of the day or midnight at the end of the day.

To avoid ambiguity, specification of an event as occurring on a particular day at 11:59 p.m. or 12:01 a.m. is a good idea, especially legal documents such as contracts and insurance policies. Another option would be to use 24-hour clock, using the designation of 0000 to refer to midnight at the beginning of a given day (or date) and 2400 to designate the end of a given day (or date).³

The successor contract the Intervenor negotiated with the Employer uses the first option NIST suggests for avoiding the ambiguity of “midnight” – setting the expiration to occur at 11:59 p.m. The collective-bargaining agreement that was in effect when the petition was filed uses language aligned with the second NIST option for avoiding the ambiguity of “midnight” references – “2400 hours on October 1, 2024.” This language supports Petitioner’s contention that the

³ See <https://www.nist.gov/pml/time-and-frequency-division/times-day-faqs>. Last retrieved April 22, 2026.

contract was effective until the midnight that concluded October 1, 2024, not the one that commenced it.

The burden of proving that a contract is a bar falls on the party asserting that it has that effect. See *Road & Rail Services, Inc.*, 344 NLRB 388, 389 (2005); *Roosevelt Memorial Park, Inc.*, 187 NLRB 517 (1970). Here, the Intervenor bears the burden. When determining the timeliness of filing where more than one construction is cognizable, the Board endeavors to choose the construction that “avoids, or at least minimizes the possibilities of, a suspension, loss, or extinguishment of the right.” *The Baltimore Transfer Company of Baltimore City, Inc.*, 94 NLRB 1680, 1682 (1951) (quoting *Ohio Oil Company*, 91 NLRB 759, 762 (1950)). Section 7 of the Act confers to employees the right “to bargain collectively through representatives of their own choosing.” The Board’s processing of representation petitions, such as the instant matter, effects realization of that Section 7 right, which the Board’s contract bar balances against statutory policy interest in the stability of labor relations.

Informed by NIST’s guidance, quoted above, and considering the logical meaning of “2400 hours” as referring to the end of October 1, rather than the beginning of it, I conclude that, by its terms, the contract was not to expire until the conclusion of the day on October 1, 2024. Therefore, the petition, filed August 2, 2024, was timely filed during the open period and the Intervenor has not met its burden to show that its contract with the Employer barred the petition. While not necessary to my determination, this result comports with the Board’s policy of avoiding suspension, loss, or extinguishment of right – here employees’ rights to choose their collective-bargaining representative.

CONCLUSION

Accordingly, I shall direct an election in the petitioned-for unit.

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer’s rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁴
3. The Petitioner and the Intervenor are labor organizations within the meaning of Section 2(5) of the Act and claim to represent certain employees of the Employer.

⁴ The Employer, SecTek, Inc., is a Virginia corporation that provides security services at the following locations: Boston TRACON, 25 Robert Milligan Pkwy, Merrimack, New Hampshire, and ARTCC, 35 Northeastern Blvd, Nashua, New Hampshire. Annually, the Employer provides services valued in excess of \$50,000 directly to customers located outside the State of New Hampshire.

4. The Petitioner and Intervenor are qualified under Section 9(b)(3) of the Act to represent the security officers employed by the Employer.
5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
6. The following employees of the Employer constitute an appropriate unit for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time armed or unarmed security officers performing guard duties as defined in Section 9(b)(3) of the Act employed by the Employer at its Boston Consolidated TRACON in Merrimack, New Hampshire and ARTCC in Nashua, New Hampshire.

Excluded: All office clerical employees, confidential employees, managers, professional employees, and supervisors as defined in the Act.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by UNITED FEDERATION LEOS-PBA; or INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA).

A. Election Details

The election will be held via United States Mail.⁵

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30 p.m. on **Tuesday, May 19, 2026**, ballots will be mailed to voters from the National Labor Relations Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 1002, Boston, MA 02222-1001. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **Tuesday, May 26, 2026**, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617) 565-6700 or our national toll-free line at 1-844-762-6572.

All ballots will be commingled and counted at the National Labor Relations Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 1002, Boston, MA 02222-1001 on

⁵ The parties stipulate that a mail ballot election is appropriate.

Tuesday, June 9, 2026, at 2:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 1 Office prior to the counting of the ballots.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Saturday, April 11, 2026**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(1) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties **by Monday, April 27, 2026**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing

electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: April 23, 2026

A handwritten signature in black ink that reads "John D. Doyle, Jr." with a stylized flourish at the end.

John D. Doyle, Jr., Acting Regional Director
National Labor Relations Board, Region 01
Thomas P. O'Neill Jr. Federal Building
10 Causeway St, Room 1002
Boston, MA 02222-1001

Attachments



United States of America
National Labor Relations Board
NOTICE OF ELECTION



PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See VOTING UNIT in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail *Instructions to Employees Voting by United States Mail*, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the VOTING UNIT during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

CHALLENGE OF VOTERS: An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB

METHOD AND DATE OF ELECTION: The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30 pm on Tuesday, May 19, 2026, ballots will be mailed to voters from the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 1002, Boston, Massachusetts. Voters must sign the outside of the envelope in which the ballot is returned. **Any ballot received in an envelope that is not signed will be automatically void.**

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by Tuesday, May 26, 2026, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617) 565-6700 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 01 Office on Tuesday, June 09, 2026, at 2 pm. In order to be valid and counted, the returned ballots must be received in the Region 01 Office prior to the counting of the ballots.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government and does not endorse any choice in the election.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All full-time and regular part-time armed or unarmed security officers performing guard duties as defined in Section 9(b)(3) of the Act employed by the Employer at its Boston Consolidated TRACON in Merrimack, New Hampshire and ARTCC in Nashua, New Hampshire, who were employed during the payroll period ending April 11, 2026.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: All office clerical employees, confidential employees, managers, professional employees, and supervisors as defined in the Act.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



UNITED STATES OF AMERICA
National Labor Relations Board
01-RC-347432
OFFICIAL SECRET BALLOT
For Certain Employees of
SECTEK, INC.



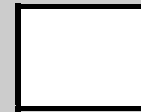
Do you wish to be represented for collective-bargaining purposes by
**UNITED FEDERATION LEOS-PBA; INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA (SPFPA); or NEITHER?**

MARK AN 'X' IN THE SQUARE OF YOUR CHOICE.

**UNITED FEDERATION
LEOS-PBA**

**INTERNATIONAL UNION,
SECURITY, POLICE AND
FIRE PROFESSIONALS
OF AMERICA (SPFPA)**

NEITHER



**DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT
WOULD REVEAL YOUR IDENTITY. MARK AN "X" IN THE SQUARE OF YOUR
CHOICE ONLY.**

**If you make markings inside, or anywhere around, more than one square, you may request a new
ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or
anywhere around, more than one square, your ballot will not be counted.**

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot
have not been put there by the National Labor Relations Board.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot
or anywhere on this notice have been made by someone other than the National Labor Relations Board and have not been put there by the National
Labor Relations Board. The National Labor Relations Board is an agency of the United States Government and does not endorse any choice in the
election.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law

Anyone with a question about the election may contact the NLRB Office at (617) 565-6700 or visit the NLRB website www.nlr.gov for assistance.

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.

**United States of America
National Labor Relations Board**



**INSTRUCTIONS TO ELIGIBLE EMPLOYEES VOTING
BY UNITED STATES MAIL**

1. MARK YOUR BALLOT IN SECRET BY PLACING AN X IN THE APPROPRIATE BOX. DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY.
2. IF YOU SUBMIT A BALLOT WITH MARKINGS INSIDE, OR ANYWHERE AROUND, MORE THAN ONE SQUARE, YOUR BALLOT WILL NOT BE COUNTED. YOU MAY REQUEST A NEW BALLOT BY CALLING THE REGIONAL OFFICE AT THE NUMBER BELOW.
3. IT IS IMPORTANT TO MAINTAIN THE SECRECY OF YOUR BALLOT. DO NOT SHOW YOUR BALLOT TO ANYONE AFTER YOU HAVE MARKED IT.
4. PUT YOUR BALLOT IN THE BLUE ENVELOPE AND SEAL THE ENVELOPE.
5. PUT THE BLUE ENVELOPE CONTAINING THE BALLOT INTO THE YELLOW ADDRESSED RETURN ENVELOPE.
6. SIGN THE BACK OF THE YELLOW RETURN ENVELOPE IN THE SPACE PROVIDED. TO BE COUNTED, THE YELLOW RETURN ENVELOPE MUST BE SIGNED.
7. DO NOT PERMIT ANY PARTY – THE EMPLOYER, THE UNION(S), OR THEIR REPRESENTATIVES, OR AN EMPLOYEE-PETITIONER – TO HANDLE, COLLECT, OR MAIL YOUR BALLOT.
8. MAIL THE BALLOT IMMEDIATELY. NO POSTAGE IS NECESSARY. For further information, call the Regional Office at: (617) 565-6700 or email to nathaniel.shay@nlrb.gov

TO BE COUNTED, YOUR BALLOT MUST REACH THE REGIONAL OFFICE

BY **Monday June 8, 2026**

RIGHTS OF EMPLOYEES

Under the National Labor Relations Act, employees have the right:

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for non representational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both employers and unions to know what is expected of them when it holds an election.

If agents of either unions or employers interfere with your right to a free, fair, and honest election, the election can be set aside by the Board. Where appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in the setting aside of the election:

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes.

The National Labor Relations Board protects your right to a free choice

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law. The National Labor Relations Board as an agency of the United States Government does not endorse any choice in the election.



NATIONAL LABOR RELATIONS BOARD
an agency of the
UNITED STATES GOVERNMENT

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 01**

SEKTEC INC.

Employer

and

UNITED FEDERATION LEOS-PBA

Petitioner

Case 01-RC-347432

and

**INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA)**

Intervenor

**AFFIDAVIT OF SERVICE OF: Decision and Direction of Election and a copy of the
Notice of Election**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 23, 2026, I served the above-entitled document(s) by electronic mail, as noted below, upon the following persons, addressed to them at the following addresses:

Jeanelle Wilson, Director of Human Resources
SekTec Inc.
1650 Tysons Blvd. Suite 925
McLean, VA 22102
jwilson@sectek.com

Amy E. Smith Esq.
IslerDare, PC
1111 East Main Street, Suite 1605
Richmond, VA 23219
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Ramana Briggs, Esq.
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rbriggs@islerdare.com
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Date

Elizabeth C. Person, Designated Agent of NLRB

Name

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Signature