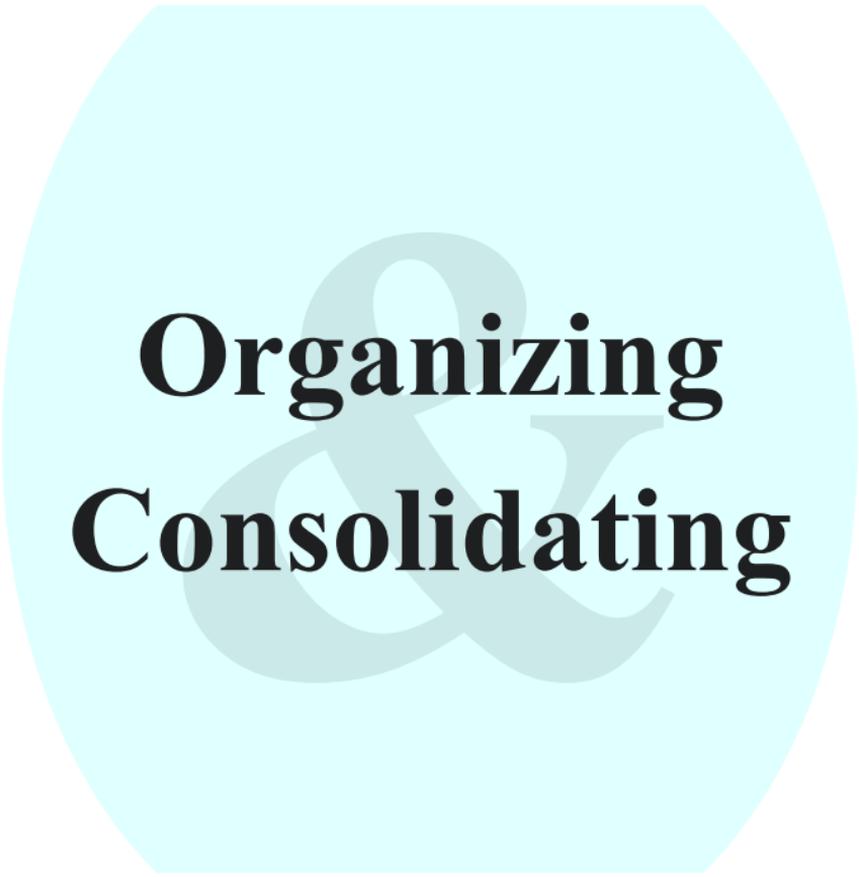


Organizing & Consolidating



U.S.C.S.O.

The Plan That Benefits You



**Organizing
&
Consolidating**

Table of Contents

Organizing Within the Court Security Officer Program.....	2
The Structure of U.S.C.S.O.....	6
U.S.C.S.O. Representation.....	8
Consolidating with U.S.C.S.O.....	10
Resources and Contact List.....	11

The founders of U.S.C.S.O. are working Court/Special Security Officers. They believe that **only Court/Special Security Officers** can best serve the interest of working CSO's; both at the bargaining table and before management.

U.S.C.S.O is the best solution for providing current information and practical solutions within a reasonable dues structure for CSO/SSO's in the various districts. No guard union can provide this level of local autonomy or this level of experience and expertise. It just makes sense; at present – contractors travel about the country imposing CBA's instead of bargaining in good faith. While CSO/SSO's continue to think of themselves as separate individual groups, they facilitate this ineffective process. Enhanced CBA's are possible. U.S.C.S.O dues are only one and one half hours pay a month. This includes the services of a labor, deadly physical force and civil attorneys as needed. It is long past time for local Presidents to be open-minded—talk to your members about U.S.C.S.O; give them the option to join U.S.C.S.O. today.

History of Organizing in the Court Security Program

Overview

Court/Special Security Officers (CSO's) perform a special function within the federal court system. As Special Deputy U.S. Marshals they—while on duty—possess limited law enforcement powers and are federal officers. This authority makes Court/Special Security Officers unique; while they are different from municipal law enforcement in general; they are also clearly different from the typical uniformed security officer. In fact, some states have ruled that CSO/SSO's are not security officers at all; they more closely resemble law enforcement.

Court/Special Security Officers are also unique in that their duties and responsibilities are to some extent controlled by four separate entities: 1) the contractor, acting as employer, 2) the U.S. Marshals Service, who administers the Court Security Officer Program, 3) the Administrative Office of the U.S. Courts, who funds this program, 4) Probation, U S Attorney's Office and other governmental agencies that can request the service that this program provides. It is this unique set of circumstances that often necessitates Court Security Officers seeks union representation in the interest of protecting their collective rights.

Court/Special Security Officers Seek Representation

Court/Special Security Officers initially sought representation for the purpose of collective bargaining in the early 1990's. These efforts were motivated by a growing inconsistency in the

Federal Wage Determination schedules issued by the Department of Labor, and what many saw as unfair labor practices committed by the contractors and/or the U.S. Marshals Service.

CSO/SSO's found that they could not rely on the uncertainties of the Service Contract Act (wage determinations), and attempted to represent themselves for the purpose of collective bargaining with the contractors, or attempted to find some compatible labor organization willing to represent them. Many sought out so-called guard unions for representation; unfortunately they believed that guard unions were the only unions experienced enough to represent them.

Guard Unions

Some believed that by joining a "guard union" they could receive effective representation while enjoying the benefit of fair wages and benefits. Regrettably they soon discovered that guard unions share no community of interest with Court/Special Security Officers. The past ten years provide ample evidence that so-called "guard unions" simply cannot achieve any semblance of effective representation for Court/Special Security Officers. The record here is quite clear, guard unions sought to expand their membership and dues base providing generous salaries for full time union officers at the expense of the working Court/Special Security Officer.

Under guard union control, Court/Special Security Officers have made little or no overall progress in addressing the real issues that affect their employment. Clearly, the sole motivation of guard union are the salaries and retirement benefits paid to the International Officers; not the day to day representation of Court/Special Security Officers.

Realistically, representing Court/Special Security Officers can be an expensive and demanding

proposition—after retirement plans and generous salaries, there are usually very little left to effectively address the priorities of dues-paying CSO/SSO members. When the bulk of the dues are spent in operations; grievances etc, go unresolved for simple lack of money. **There is no doubt that contractions & USMS are well aware of this reality.**

As it stands now Court/Special Security Officers who belong to guard unions have no control over their future or the union that purports to represent them. CSO/SSO's involved with guard unions must answer to and receive direction from appointed employees and Presidents that have no background as CSO/SSO's. As a practical matter, most union officials were never involved in professional law enforcement, how can they understand the unique problems that CSO/SSO's experience. The key to improving representation for CSO/SSO's is control, "control over our own future".

Most CSO/SSO's who still belong to guard unions feel locked in an endless cycle of paying dues while receiving substandard representation. Inevitably, they may only see union representative once every three years at collective bargaining, or when they decide they had enough and want to change unions.. Should CSO/SSO's spend this kind of money for that sort of relationship?

Consider the following questions:

If so-called "guard unions" are the answer, then one should expect some significant difference in wages and benefits for those CSO/SSO's belonging to guard unions. The answer—there is essentially no difference in contracts.

When there is no difference between contracts for CSO/SSO's who belong to a guard union and

those that are independent; what then is the long-term plan for improving working conditions and wages for CSO/SSO's. Simply stated, there is no plan. As a practical matter, when guard unions take CSO/SSO dues money, it is often never seen again and the chances of it being spent on CSO/SSO issues is virtually nonexistent. Take medicals for example, guard unions never seriously addressed the medical issue. One national organization actually had their attorney post an option on their website asserting that in fact the Marshals Service could institute the new medical protocols. After almost one hundred (100) CSO/SSO's—who were represented by this same national organization—were terminated; then and only then did member outrage drive a halfhearted effort at litigation. Interestingly enough, this same organization—at that point—sought donations from members to fund this lawsuit. One wonders what happened to the years of dues money that had been paid.

A final thought about “guard unions for CSO/SSO's” Could any former law enforcement officer imagine seeking the advice or counsel of a security guard union? The answer is absolutely NOT. Then why is some still doing it now? Many former CSO/SSO's managed units, squads or even departments. Who better to look after our interests than ourselves?

Independent Local Unions

Some well-intentioned Court/Special Security Officers, elected to represent themselves, (admittedly a much better choice than joining a guard union, and certainly a step in the right direction). They quickly found that bargaining with large contractors was an expensive and a time-consuming process. Typically, new organizations have on average 25 to 75 CSO/

SSO's in their group and have not amassed the funds necessary to manage this process. Local independent unions, while autonomous: 1) lack financial wherewithal in initiate lengthy arbitrations and 2) are isolated from other CSO/SSO groups. Consider that they often spend money on issues that have already been addressed and resolved in other judicial districts etc. In and of itself, this is a powerful incentive to consolidate CSO/SSO's nationwide.

Relatively small independent CSO/SSO unions, feel that while they have made some ground—much more could be achieved by consolidating with others. Legitimate bargaining power only comes with numbers.

Independent unions soon find that they do not operate in a vacuum, what happens in Seattle today will surely happen eventually in Atlanta. The true interest of CSO/SSO's is best served when they are well informed and reasonably well prepared for potential problems. More often than not—you can best serve your members, as a Unit Vice President in a larger, well-funded, and well-informed professional group.

USCSO Structure

Structure

Obviously, pitfalls exist for organizing within the CSO program. The United States Court Security Officers (U.S.C.S.O) strives to be your preferred solution. We have been very successful in navigating this process.

U.S.C.S.O was specifically designed to eliminate as much unnecessary **union bureaucracy** as possible. Early on our founders addressed this question. Determining that U.S.C.S.O. is not in the union business, they found no need for an

endless cycle of bureaucracy, which often serves to exacerbate the immediate resolution of local problems. U.S.C.S.O. is committed to managing an organization that is both national and local, streamlined in managing our affairs, while committed to safeguarding the rights of all local members.

Local autonomy is essential. Each District elects a Unit Vice President. This locally elected officer is the chief operating officer in that District, and has an equal vote on the Executive Board. The UVP is elected only by the members in his/her district. Elections are held every three years, and every member has an equal vote for each position on the Executive Board. Not the “International delegate system,” that serves to re-elect a few loyal union members.

The entire U.S.C.S.O Executive Board is not compensated beyond out of pocket expenses, and a reimbursement for lost wages while conducting Union business.

All board members – like you – are working CSO/SSO’s. They know whatever affects you, ultimately affects them; not the typical guard union paradigm.

When CSO/SSO’s are in control of the union, they have the ability to change the structure to fit their needs, which means the ability to add representatives at any level; all without having to struggle with international guard union bureaucracy. As it stands, CSO/SSO’s cannot change the structure of guard unions in an effort to obtain responsive representation.

They are handed bogus “CSO” director positions with no power to initiate any type of arbitration or legal process.

Since we will all belong to the same organization we have the ability to negotiate in larger groups,

multiple districts or circuit bargaining which gives CSO/SSO's more leverage when negotiating with a given contractor.

These local groups can negotiate their own collective bargaining agreements (CBA's) with the aid of the Executive Board/ and or a local labor attorney if needed. You will decide if the CBA meets your approval, no agreement can be signed without your approval, as is often the case with guard unions. As one consolidated group we will know what other districts have negotiated in their CBA's, effectively becoming the norm for most benefits.

The most remarkable thing that a single consolidated union can achieve is uniform decision-making. With a Union comprised of CSO/SSO's and managed by CSO/SSO's we alone will make decisions to:

- File and when necessary litigate grievances
- Arbitrate those grievances
- Accept or reject each CBA
- Initiate when necessary, legal action
- Initiate structural changes as needed for our organization
- Have an equal voice in how your money is spent and for what purpose.

U.S.C.S.O. Representation

U.S.C.S.O. prides itself on achieving effective and efficient representation for all members. Future strategies and present problems require proactive management. Your entire Executive Board meets in person at least three (3) times (but usually quarterly), each year to address the current and

future needs of the organization. Every district is represented and has an equal voice in operational control.

Communication is critical in maintaining well-informed members and helps to manage redundancy in grievances and other issues. How often will separate organizations fight the same fight—at great expense – only to discover that this issue has been won or lost in another district? In our experience, this happens all too frequently. As a member of U.S.C.S.O. your Unit Vice-President will have the tools necessary to manage your affairs, cell phone, printer/scan/fax machine also a laptop if needed. Your District will have access to an attorney for grievance, arbitrations, and situations that involve deadly physical force. (While the use of DPF seldom happens, CSO/SSO's simply cannot afford to be without representation in this situation.)

USCSO Provides the following benefits to its membership;

- Attorney services if you are denied unemployment benefits /Social Security disability benefits.
- Criminal attorney for deadly physical force incidents while on duty.
- \$50,000 dollar death benefit if a member is killed in the line of duty.
- \$10,000 dollar disability benefit if you are disabled in a deadly physical force incident.

These tools are available simply because all members contribute dues to one central treasury and these funds are spent **ONLY** on the legitimate needs of CSO/SSO's, not salaries for union officers. The Officers at U.S.C.S.O. are not compensated beyond direct expenses for member needs; find a guard union or international union that can make this statement.

Guidelines for Consolidating with U.S.C.S.O.

Issues to consider when consolidating with U.S.C.S.O:

Organizing or re-organizing will require the following matters be addressed; U.S.C.S.O. will file all required forms and retain a labor attorney in your area to assist you in this process.

First, any guard union can hold the membership for a maximum of three (3) years or less. This is the result of the Department of Labor's 3-year "contract bar" rule. If you have a one, two, or three-year contract you may file to leave 60 to 90 days before the expiration of your contract. For CSO/SSO's this is usually the ***first week of July until to the first week of August.*** If your contract is any longer i.e. four or five years in duration you may file "anytime" after the three-year period, but if you ***sign a new contract "anytime" after that in the fourth or fifth year you will again be bound to that union for the duration of the contract, up to three years.***

In the open period 60 to 90 days before the expiration of your contract, (for most July to August for a one, two or three-year contract), you may sign a new CBA with your present union and still vote to leave. This can also be done when a new contractor is assigned. One of the misnomers that the old union will tell is that the new CBA is null and void if you leave them. Some unions will deliberately misinform members in an effort to convince members to stay in an organization. This conduct attempts to convince members that in leaving, they will be without a collective bargaining agreement. This is completely untrue.

To organize or re-organize your local you must:

Have **30% of the entire membership** of your unit sign membership cards for U.S.C.S.O. Generally the membership cards are good for 6 months.

File an NLRB form 502 petition 60 to 90 days before the expiration of your contract (check box) “Certification of Representative”. This form is available online at:

<http://www.nlr.gov/sites/default/files/attachments/basic-page/node-3040/nlrform502.pdf>

After a successful separation vote, your newly formed group must contact your employer, providing your new name, and demanding recognition of the new unit for the purpose of collective bargaining. If on dues check off, and you change the amount deducted plus or minus, you must tell the employer this, and sign U.S.C.S.O. dues check off cards.

For **independent unions** merging with U.S.C.S.O. we will provide a standard merger agreement drafted by our attorneys to accommodate virtually any group. This agreement may be altered to suit the needs of both parties.

Remember that U.S.C.S.O. is an organization founded by and for working CSO's. By consolidating with U.S.C.S.O. you can be assured that you and your membership will receive effective and efficient representation, that your dues money will serve your needs and that most importantly – through your locally elected representatives- you will have a voice in the important decisions and future direction of your organization. **At U.S.C.S.O. – the only agenda is the fair, equitable and proper representation of “Court/Special Security Officers.”**

We have made every effort to cover the questions that you might have in this booklet. Despite this, feel free to call U.S.C.S.O. with any questions that you have. We can be reached at the following numbers & e-mail.

PHONE: (845) 486-4260

FAX: (800) 967-0798

E-MAIL: info@uscso.org

Remember, we are all CSO/SSO's and we speak the same language. Together, we can make a difference.

Fraternally,

*The Executive Board
of the United States
Court Security Officers*

“The One True Union for CSO/SSO’s”

U.S.C.S.O.