



# COURT SECURITY NEWS

for the

*United States Court Security Officers Union*

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# USCSO

## CONTRACT AWARDS

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**USCSO hopes that everyone is enjoying a safe and fun summer season.**

At the time of this writing USCSO has been informed that Walden Security Inc; has been awarded the new contracts for the following judicial circuits: **The 2nd, 6th, 7th, 9th, 10th & 12th Circuits.**

The contracts start of compliance date is October 1st 2023. According to the solicitation that was sent out to bid, there are some major changes that could take place. First, is the ownership of the weapons you carry. The company, not the USMS, will issue and own your duty weapons. Your weapon will continue to be secured at the worksite when off duty. Also, there might be a change from the current .40 caliber firearms to the 9mm. Please inquire with your Unit Vice President if you need clarification on any issue. If they do not have the answer, they can get it for you.

You will also need to comply with "all" requests for information during the hiring /transfer process. Walden Security may also have hiring seminars that you will need to attend, and it is essential that you go to these seminars if requested by Walden Security. If you do not, you may not be hired by Walden Security.

Because Walden will be our new employer, a new contract/ collective bargaining agreement must be negotiated. The contract with your current employer, other than Walden Security, will not be enforceable except for the monetary sections such as pay, and benefits. The other sections, such as seniority and the grievance process, must be renegotiated. We will ask Walden to renegotiate as soon as possible after their start of compliance with the new circuits.

USCSO has negotiated with Walden Security many times before and just concluded negotiations for those members. Presently USCSO has contracts with them in the 3rd, 4th, 6th, 7th, 8th & 11th circuits.

USCSO will also need each member to sign a new "**Dues Check Off Card**" for payroll deductions with Walden Security. The "Dues Check Off" method does not automatically continue from one employer to another.

There is no need to sign a new "Membership" card with USCSO as your member-ship continues regardless of the company that employs you.

As things progress with the transition to Walden Security, USCSO will keep you up to date on any important matters concerning the membership. We are here to help you with the transition as we are part of it also.

## LEGAL ACTIONS

USCSO is involved in a variety of legal actions against the government and the employers. USCSO takes pride in that we as your representative has the ability and most importantly the independent decision making to file legal action whenever necessary. This is because we are not controlled by an “international” union or are a small local union with no money. You can also be secure that union funds are only spent on CSO or SSOs exclusively.

USCSO has filed in the Southern District of New York an action relating to unpaid Covid relief funds to Lead Court Security Officers. Months ago we requested from the government the methodology used to pay out Covid reliefs funds. This was ignored and our counsel filed a Freedom of Information Act request. To date, this has also not been answered. So the only course of action left at our disposable is the filing of a law suit to hopefully attain the information requested. So that we can judge whether or not the funds were allocated properly. As this situation unfolds we will keep the membership informed on any important revelations.

## USCSO'S MISSION

**USCSO's objectives are 1) Securing all LCSOs, LSSOs, CSOs & SSOs under one banner of a national CSO union and 2) providing the best possible representation to Court Security Officers nationwide. Nothing short of that is acceptable and your representatives strive daily to make this a reality. USCSO has helped to unite thousands of smaller independent groups of LCSOs, LSSOs, CSOs & SSOs into USCSO, and other districts to shed their burden of paying dues to useless guard unions. As a professional law enforcement officer, why would you ever seek the assistance of a security guard for job related information when they are not LCSOs, LSSOs, CSOs & SSOs ? Help us by spreading the word.**

## USCSO BENEFITS

USCSO is the only union representing **your fellow LCSOs, LSSOs, CSOs & SSOs** that provides the membership with extensive benefits, and the decision to award these benefits is made by **your fellow LCSOs, LSSOs, CSOs & SSOs**. Why and how can USCSO offer these benefits? Because we know the hazards that go along with being a **professional law enforcement officer**. At any moment you can be subject to a deadly physical force incident. No this job does not seem as dangerous as our past professions, but it can be just as deadly. This has been proven by the killings of 3 CSOs and the numerous CSO involved shootings and physical confrontations nationwide. Some of these causing serious injuries to the CSOs involved. Because of this, USCSO has developed a plan to represent it's membership. Included is, if they are involved in a deadly physical force incident, questioned by any law enforcement agency, a death (benefit) and disability payment if they are killed or “disabled” in a deadly physical force incident and cannot work in the CSO pro-gram; **Provided only by USCSO**. **Please encourage your fellow LCSOs, LSSOs, CSOs & SSOs around the country to join us.**

## Union Representatives

This is a topic that needs to be discussed with the membership. What's a union representative? For the purposes of USCSO, the Chief union representative in your District is the Unit Vice President. The Unit Vice President, or UVP as we will call them, is the union representative who is in charge of the District; they file all grievances and they appoint the Shop Stewards. Shop Stewards may file grievances if directed by the UVP. The UVP is also the union representative that **attends all executive board meetings** on your behalf to address the concerns of their districts. They vote on measures that are brought to the floor at board meetings, and they can also bring a motion to the floor to be voted on by the entire board.

These might be in the form of a motion to address the concerns of their respective units. Yes, your representative sits on the Executive Board. The UVP is also the representative that may bring your concerns directly to company management; meaning the Site Supervisor or the Contract Manager. This could be for a multitude of issues that the membership wants addressed. This is why you must stand by your “union rep.” He or she is the one putting themselves in harms way by speaking up for the membership when no one else wants to. These are just some of the reasons why you must stand by your UVP or Shop Steward, and help them enforce the contract and let them know that you support the union and their efforts. Lastly your UVP does not draw a regular salary from the union. They are only paid for the time they utilize conducting union business that takes them away from their regular CSO duties. So from time to time, thank your union representative for the job that they do and the positive efforts made on behalf of the membership!

## **WHAT DO I GET FOR MY DUES? & WHAT DOES THE UNION DO FOR ME?**

### **“What Does the Union Do For Me?”**

There are hundreds of cases defining and applying just cause to facts often beyond imagination. The source of arbitral law and procedure, Elkouri & Elkouri, does not have a single definition of just cause but points out that it is applied case-by- case. Just cause extends to the adequacy of the employer’s investigation, the preponderance of evidence of a violation, the presence of disparate treatment and the severity of the penalty. It is established that an employer has the burden of proof by a preponderance of the evidence that there was just cause for the disciplinary action. **Without a contract, individual or collective, an employee is at-will.**

This means that he/she can be **terminated at any time** with or without notice or cause of any kind, except discrimination prohibited by statute such as race, creed, national origin, age, gender, union activity, handicap. There is no “Civil Service” protection as you may have had in municipal employment. Only a small percentage of the workforce enjoy the benefits and protection of a collective bargaining agreement. USCSO has represented many employees, with years of effective and dedicated arbitration process, wherein an independent arbitrator will rule on "if the company or the union" were correct in their interpretation of the CBA. Again this is why dues are paid.

The union also assist members with filing EEOC complaints for discrimination. Many of these complaints are unnecessary or excessive testing required by the Federal Occupational Health Office (FOH) as a result of the CSO’s medical exam. USCSO has been successful in winning monetary compensation for many of their discriminatory practices.

**Law Suits.** UCSO has been active in the courts for the right to be covered by the PSOB disability and death benefit for CSOs and a suit to have the right to contest and be informed when their CSO credentials are removed and why? This law suit has been working its way through the process for many years and is one of the most important matters. As for the PSOB benefit, even if you are told during training that you are covered by this, you are not. CSOs are constantly told they are. In the Second Circuit Court of Appeals, CSO were even deemed “Federal Officers.” The PSOB agency that controls issuance of the benefits says we are not qualified because we are not “Public Safety Officers,” however, we vehemently disagree with this ruling and are continuing to fight for the PSOB benefit.

### **“What do I get for my dues?”**

This question is often asked by a new employee or one who may be opposed to paying a fair share of membership dues. We know that dues are the life blood of any union. Without mentioning the economic and working conditions of a collective bargaining agreement, you can answer with two words. Those words are **JUST CAUSE**. USCSO contracts provide that any discipline or discharge must be for **just cause**; NOT “cause” as the law reads without a collective bargaining agreement. It is the cornerstone of any collective bargaining agreement. Also, there are many benefits USCSO provides for its membership in their time of need, especially legal services if you are involved in a Deadly Physical Force incident. Would you have gone out on patrol in your previous job without this? Does any other union guarantee these benefits to you, or is it just a “promise” with a wink and a nod? The decision to provide you with these benefits under USCSO is made by your WORKING fellow LCSOs, LSSOs, CSOs, & SSOs.

**Everyone be safe and enjoy these rest of your summer.**

**UNITED STATES  
COURT SECURITY OFFICERS UNION**



**Business Tagline or MottoCSOs”**

**We're on the web!**

**WWW.USCSO.ORG**

**\*This newsletter is only sent electronically to the email of our membership. Please inform your union representation of your current email address\***

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## **Links Section**

**COURT SECURITY OFFICER SERVICES - Federal Business Opportunities:** link <http://www.fbo.gov>  
Then scroll down to agencies, select Department of Justice, and select "12 Offices" Scroll down and select "US Marshals Service"

**Company websites:** **Ahtna**— <https://www.ahtna.com> **Centerra Group** — <http://centerragroup.com/>  
**- Walden Security**—<http://www.waldensecurity.com> **Paragon Systems**—<http://www.parasys.com>

**Executive Orders** —<https://www.whitehouse.gov/presidential-actions>

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**Wage Determinations OnLine.gov Go to:**

[https://beta.sam.gov/search?keywords=&sort=-modifiedDate&index=wd&is\\_active=true&page=1](https://beta.sam.gov/search?keywords=&sort=-modifiedDate&index=wd&is_active=true&page=1)

**PART 4—LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS \*Important\*** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.5&idno=29>

**Congressional & Senate voting records.** <https://www.govtrack.us/congress/votes>

**Congress.gov** <https://www.congress.gov/roll-call-votes>

**Senate.gov** [https://www.senate.gov/legislative/votes\\_new.htm](https://www.senate.gov/legislative/votes_new.htm)

**National Labor Relations Board (NLRB)** <https://www.nlrb.gov/>

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**Stan Cooper's remembrance on "Officer Down" Memorial Page.**

<http://www.odmp.org/officer/20207-special-deputy-marshal-stanley-w-cooper>

**Harry Belluomini remembrance on "Officer Down" Memorial Page.**

<http://www.odmp.org/officer/358-special-deputy-marshal-harry-a-belluomini>

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