



Employee Organizing Policy

It is the policy of Coral Community Charter School (CCCS or School) to:

1. Allow employees to organize and bargain collectively with the CCCS Board;
2. Promote harmonious and cooperative relationships between these parties;
3. Protect the rights of employees who do not desire representation; and
4. Protect the public interest by assuring at all times, the orderly and uninterrupted operations and functions of the School.

Nothing contained in this Policy shall be construed to limit, impair, or affect the right of any employee to express a view or grievance, complaint, or opinion on any matter related to the conditions or terms of employment, so long as the same does not interfere with the full, faithful, and proper performance of the employee's duties.

Definitions

"Coral Community Charter School employee" or "CCCS employee" means: Any regular, full- or part-time employee of CCCS except:

1. Supervisors;
2. Employees paid directly by the U.S. government, not including those employees who are paid by the Board from funds furnished by the federal government and earmarked for that purpose; and
3. Individuals privy to confidential matters of the employer affecting the employer-employee relationship.

"Supervisor" means: Any individual having the authority and responsibility to establish and direct the employment, duties, and responsibility of other employees; to hire, transfer, suspend, lay off, recall, promote, discharge, assign, evaluate, reward, or discipline other employees; or to adjust their grievances, or to recommend such action.

"Employee organization" means: Any organization whose purpose includes representation of employees in collective bargaining on matters pertaining to terms and conditions of employment. No organization is eligible which discriminates with regard to the terms and conditions of membership because of race, color, sex, creed, age, or national origin.

"Strike" means: The concerted failure of employees to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment by CCCS employees.

"Unit" means: A group which has a clear and identifiable community of interest as determined by the Board.

Right to Organize and Bargain Collectively

CCCS employees have the right to form, join, and otherwise participate in the activities of employee organizations of their own choosing for the purpose of bargaining collectively with the Board. Employees also have the right to refuse to join or participate in the activities of employee organizations. An employee organization which has been certified by the Board pursuant to the provisions hereof as the exclusive bargaining agent for a determined bargaining unit of employees may bargain collectively for all employees in the unit concerning hours, salary, wages, and working conditions. Such an organization may also represent its membership in the implementation of the bargaining agreement; but nothing contained herein shall be construed as prohibiting any employee from securing the services of independent counsel to represent the employee's interests regarding any dispute which may arise under the terms of the agreement.

Determination of Representation

Certification

Any employee organization may file a written request with the Board requesting recognition as the exclusive bargaining agency or representative for members of that bargaining unit. Any employee organization seeking recognition will submit to the Board a roster of its officers and representatives, a copy of its constitution and bylaws, and a statement of its objectives. Such request will comply with and be subject to the laws and rules of the United States Government, the State of New Mexico, and the collective bargaining unit making such request.

Duty to Bargain

The Board and the employee organization recognized as the exclusive bargaining representative for a unit, through their designated representatives, may bargain concerning hours, salary, wages, and working conditions. This duty includes an obligation of the parties to meet at reasonable times, to confer in good faith with respect to terms and conditions of employment, and to execute a written contract incorporating any agreement reached.

Prohibited Practices

CCCS School supervisory personnel are prohibited from:

- Interfering with the formation or administration of any employee organization or interfering for bargaining specifically including, but not limited to, the dissemination of material in employees' mailboxes by any employee organization provided, however, no such organization will be permitted to distribute material in an employee mailbox where objection thereto has been registered by the employee;
- Discriminating in regard to hiring or conditions of employment for the purpose of discouraging membership in any employee organization;

- Discharging or otherwise discriminating against an employee because he has filed charges or given testimony under the provisions of this policy;
- Violating the provisions of a written agreement in force under the provisions of this Policy; or
- Interfering with the adjustment of employee grievances.

An employee organization of CCCS is prohibited interfering with the formation or administration of any employee organization or interfering for bargaining from:

- Restraining, coercing, or otherwise interfering with employees in the exercise of their rights or the performance of their duties under this policy;
- Restraining, coercing or otherwise interfering with the Board in the selection of its agent for bargaining or adjustment of grievances;
- Discriminating against or causing or attempting to cause supervisory personnel to discriminate against an employee because of lack of membership in the employee organization;
- Discriminating against or attempting to discriminate against an employee because of lack of membership in an employee organization specifically including, but not limited to, the assessment of a maintenance fee for representational purposes;
- Restraining, coercing, or otherwise interfering with any elected official, administrative officer or representative of the CCCS administration in the conduct of school business, the individual's private business, or personal affairs;
- Solicitation of memberships, dues, or other internal organization business during duty hours of the employee affected. Such solicitation includes electioneering of any kind; or
- Engaging in any strike, work stoppage, or slowdown.

Complaints of violation of any provisions of this subsection ("Prohibited Practices") should be made and determined in accordance with regular grievance procedures in effect from time to time in all instances where such grievance procedures are applicable.

Decertification

If thirty percent (30%) or more of the employees in a bargaining unit petition the Board to conduct an election to decertify the then authorized bargaining agent for that unit, and the Board verifies the signatures on the petition as provided in paragraph A.2. above, the Board will call said election to be held within forty-five (45) days of the receipt of the petition. All employees signing said petition must have done so within ninety (90) days preceding its submission to the Board. No election will be called, however, unless the then authorized bargaining agent has been such for at least twelve (12) months preceding receipt of said petition or to certify a different employee organization.

- Notice of the petition for a decertification election will be posted on the next working day after receipt thereof by the Human Resources Department in places conspicuous to all employees involved.
- If a decertification election results in decertification of one existing bargaining agent, and no replacement is selected, then there will be no bargaining agent and no further election will be held for this bargaining unit for twelve (12) months. No agreement will be in effect for this period.

- If a decertification election results in the selection of a new bargaining agent and there is currently in effect a lawful written agreement between the Board and an exclusive bargaining representative for the bargaining unit involved, the new bargaining agent will assume the position of the decertified agent with regard to implementation of the terms of the agreement in existence for all employees in the particular unit provided no more than eighteen (18) months remain in the period of the contract. If more than eighteen (18) months remain, the new agent will commence negotiations on a replacement agreement within sixty (60) days following certification of the results of the election. The existing agreement will remain in effect for six (6) months or until a new one is negotiated and ratified.

Resolving Disputes

Disputes involving negotiations on initial contract, or to a contract reopened, and not involving the administration of an existing contract, may be submitted to the Federal Mediation and Conciliation Service for mediation.

Grievance Adjustment Procedure

Grievance adjustment procedure will be as described in the CCCS Staff Handbook except as it may be modified by contract.

The existence of an exclusive bargaining representative will not prevent employees in the bargaining unit, individually or through a representative, from presenting grievances to their supervisor.

Any action by the supervisor should not be inconsistent with the terms and conditions of employment previously established by the exclusive bargaining representative and the Board.

Approved by the Coral Community Charter School Governing Board 12/17/2019.