



State of Ohio  
 State Employment Relations Board  
 65 East State Street, 12<sup>th</sup> Floor  
 Columbus, Ohio 43215-4213  
 (614) 644-8573  
 (614)466-3074 Fax

Mon, 07/31/2017 11:21:25 AM SERB

Case No.

2016-MED-07-0721

2017-STK-07-0002

<http://www.serb.state.oh.us/2000%20forms/MED/NTON.PDF>

**NOTICE OF INTENT TO STRIKE OR STRIKE AND PICKET**

**INSTRUCTIONS:** This document is to be sent to SERB and the other party electronically in read only format. A party lacking the capability for electronic service may file a motion for relief from electronic filing requirements pursuant to OAC 4117-1-02(F). See ORC 4117.14(D)(2) and 4117.11(B)(8), OAC 4117-13-01, and related SERB unauthorized strike determinations.

**1. (Check Intention)**

Notice of Intent to Strike Only

Notice of Intent to Strike and Picket

**2. Date and Time when Intended Strike will commence:**

August 11, 2017

**3. Date and Time when Intended Picketing will commence:**

August 11, 2017 - 12:01 a.m.

**4. Name of Employer where Strike or Picketing is to occur:**

Dayton City School District Board of Education (see attached)

Address:

115 S. Ludlow St.

Telephone:

(937 ) 542-3973

City, County, State, Zip:

Dayton, Montgomery, OH 45402

Email :

**5. Name of Employer's Representative:**

Jyllian Bradshaw

Address:

115 S. Ludlow St.

Telephone:

( 937 ) 542-3000

City, State, Zip:

Dayton, OH 45402

Email :

jbradsha@dps.k12.oh.us

**6. Name of Employee Organization recognized as Exclusive Representative of Employees who Intend to Strike or Strike and Picket:**

Dayton Education Association, OEA/NEA

Address:

111 W. First St.

Telephone:

(937 ) 224-7236

City, State, Zip:

Dayton, Ohio 45402

Email :

**7. Name of Employee Organization's Representative:**

Scott Maney

Address:

30 Overbrook Dr., Suite A

Telephone:

(513 ) 539-3131

City, State, Zip:

Monroe, OH 45050

Email:

maneys@ohea.org

**8. Bargaining Unit: (Please attach)**

State Employment Relations Board Certification (Current) – for Board-Certified units (or)

Copy of collective bargaining agreement recognition clause – for Deemed-Certified units

**9. Approximate Number of Employees in Unit:**

1080

Notice of Intent to Strike or Strike and Picket (ERB 1016 - 10/13)

10. **Collective Bargaining Agreement:** Are the employee organization and the employer currently parties to a collective bargaining agreement?  Yes  No

If yes, state expiration date: (1) of agreement June 30, 2017 (2) of extension \_\_\_\_\_ (if any)

Is this regarding negotiations for a REOPENER of the collective bargaining agreement?  Yes  No

If yes, designate: (1) date on which negotiation period ends: \_\_\_\_\_

(2) section of re-opener provision: \_\_\_\_\_ (attach copy of provision)

11. **Description of efforts made to resolve the dispute, including Statutory or Alternative Dispute Settlement**

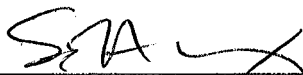
**Procedures:** The parties have conducted negotiations on the following dates in 2017: January 6, 11, 19, 25;

February 6, 8, 9, 10, 17, 21, 22, 24; March 3, 6, 8, 20, 23; and April 6, 7.

The parties engaged in mediation on the following dates in 2017: May 4, 10, 15, 16, 17, 18, 19 and June 2, 5, 6.

**DECLARATION**

I declare that I have read the contents of this Notice and that the statements it contains are true and correct to the best of my knowledge and belief.



7/31/17

Signature of Person Attesting to Content of Form

Date

Scott Maney

Print or Type Name

**THIS NOTICE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND SIGNED BY A REPRESENTATIVE OF THE EMPLOYEE ORGANIZATION.**

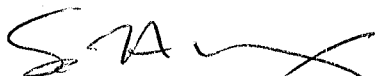
**PROOF OF ELECTRONIC SERVICE**

I certify that an exact copy of the foregoing Notice of Intent to Strike or Strike and Picket has been sent electronically to:

Jyllian Bradshaw, Esq. Dayton Public School District Board of Education

115 S. Ludlow St., Dayton, Ohio 45402 at jbradsha@dps.k12.oh.us

this 31<sup>st</sup> (day) of July (month), 2017 (year).



Signature of Person Attesting to Service of Form

Scott Maney  
Print or Type Name

Dayton Education Association and Dayton City School District Board of Education

No. 4 - Attachment

Picketing will occur at any and all locations where the Employer is conducting business including, but not limited to, the following locations:

Belle Haven PreK-6 School  
4401 Free Pike  
Dayton, Ohio

Fairview PreK-6 School  
2314 Elsmere Ave.  
Dayton, Ohio 45406

Belmont High School  
2615 Wayne Ave.  
Dayton, Ohio 45420

Horace Mann PreK-6 School  
715 Krebs Ave.  
Dayton, OH 45419

Charity Adams Early Girls Academy  
444 Shoup Mill Rd.  
Dayton, Ohio 45415

Kemp PreK-6 School  
1923 Gondert Ave.  
Dayton, Ohio 45403

Cleveland PreK-6 School  
1102 Pursell Ave.  
Dayton, Ohio 45420

Kiser PreK-6 School  
1401 Leo St.  
Dayton, Ohio 45404

Dayton Boys Preparatory Academy  
1923 W. Third St.  
Dayton, Ohio 45417

Longfellow Alternative School  
245 Salem Ave.  
Dayton, Ohio 45406

Dayton Business Technology High School  
348 W. First St.  
Dayton, Ohio 45402

Louise Troy PreK-5 School  
1630 Miami Chapel Rd.  
Dayton, Ohio 45417

Dayton Early College Academy  
300 College Park Ave.  
Dayton, Ohio 45469

Meadowdale High School  
3873 Whitestone Court  
Dayton, Ohio 45416

Dunbar Early College High School  
1400 Albritton Drive  
Dayton, Ohio 45417

Meadowdale PreK-6 School  
3871 Yellowstone Ave.  
Dayton, Ohio 45416

Eastmont PreK-6 School  
1480 Edendale Rd.  
Dayton, Ohio 45432

David H. Ponitz Career Technology Center  
741 Washington St.  
Dayton, Ohio 45402

Edison PreK-6 School  
228 N. Broadway St.  
Dayton, Ohio 45402

River's Edge PreK-6 Montessori School  
108 Linwood St.  
Dayton, Ohio 45405

EJ Brown Middle School  
31 Willowood Drive  
Dayton, Ohio 45405

Rosa Parks ELC  
3705 Lori Sue Ave.  
Dayton, Ohio 45406

Ruskin PreK-6 School  
407 Ambrose Court  
Dayton, Ohio 45410

Dayton Public Schools  
Service Center  
4280 James H. McGee Blvd.  
Dayton, Ohio 45417

Stivers School For The Arts  
1313 E. Fifth St.  
Dayton, Ohio 45402

Dayton Public Schools  
Transportation Center  
4290 James H. McGee Blvd.  
Dayton, Ohio 45417

Thurgood Marshall Stem High School  
4447 Hoover Ave.  
Dayton, Ohio 45417

Dayton Public Schools  
115 S. Ludlow St.  
Dayton, Ohio 45402

Valerie PreK-6 School  
4020 Bradwood Dr.  
Dayton, Ohio 45405

Westwood PreK-6 School  
2805 Oakridge Drive  
Dayton, Ohio 45417

Wogaman Middle School  
920 McArthur Ave.  
Dayton, Ohio 45417

World of Wonder PreK-6 at Residence Park  
4411 Oakridge Drive  
Dayton, Ohio 45417

Wright Brothers Middle School  
1361 Huffman Ave.  
Dayton, Ohio 45403

**MASTER CONTRACT**

**between**

**THE DAYTON EDUCATION ASSOCIATION**

**and**

**THE DAYTON CITY SCHOOL DISTRICT**

**December 21, 2013**

**Through**

**June 30, 2017**

**ARTICLE ONE  
RECOGNITION AND ASSOCIATION RIGHTS**

**1.01 Recognition**

The BOARD hereby recognizes the ASSOCIATION as the sole and exclusive employee representative for all Professional Staff Members employed by the BOARD in the employee unit set forth in Section 1.02.

**1.02 Representation**

**1.02.1 Bargaining Unit Defined**

As used in this CONTRACT, the term "Professional Staff Member" is defined as, and the employee unit covered by this CONTRACT is defined as all certificated/licensed personnel employed by the BOARD, including Youth Employment Work Training, Adult Basic and Literacy Education and Resource Teachers, but excluding the following:

**1.02.2 Exclusions of the Bargaining Unit**

Superintendent of Schools	Psychologists
Associate Superintendents	Principals
Deputy Superintendents	Assistant Principals
Executive Directors	Deans
Directors	Assistant Superintendents
Reserve teachers employed on a daily basis	Attorneys
Associate Directors	
Administrative Coordinators/Supervisors	
Assistant and/or Associate Supervisors	
Paraprofessionals	

All others for whom certification in supervision or ADMINISTRATION is required as a condition of employment and all other non-certificated/non-licensed employees of the BOARD

Certified/Licensed Occupational Therapist Assistants

Certified/Licensed Physical Therapist Assistants

Interpreters

Social workers (non-certificated/non-licensed)

For purposes of this Article, the term "reserve teacher" does not include Professional Staff Members assigned to perform reserve services who hold a regular full-term limited or continuing Professional Staff Member's contract or who are long-term reserves (i.e., non-contract Professional Staff Member assigned to the same position for a period of more than sixty (60) consecutive days).

1.03 **ASSOCIATION Rights**

Recognition of the ASSOCIATION as the employee representative shall entitle the ASSOCIATION to the following exclusive rights. Only the ASSOCIATION or its affiliated or parent organizations have the following rights:

- 1.03.1 The building representative of the ASSOCIATION in each individual school will have the use of a bulletin board in the Professional Staff Members' lounge, designated for ASSOCIATION announcements. No political announcements will be posted on said bulletin board. (The word "political" as used in this CONTRACT does not include ASSOCIATION politics.)
- 1.03.2 The ASSOCIATION shall be able to make brief non-political announcements during School Faculty meetings. Permission to make announcements shall not be unreasonably withheld, and the ASSOCIATION shall have use of the building public address system to make non-political announcements subject to the prior approval of the Building Principal.
- 1.03.3 The ASSOCIATION building representative will have the right to use individual school equipment. The use is strictly to service the legitimate business of the ASSOCIATION as it relates to the membership within the building, such as the duplication of records, notices, correspondence, etc. The purpose is for internal business use of the ASSOCIATION and is not for public distribution. Supplies in connection with such equipment used will be furnished or paid for by the ASSOCIATION.
- 1.03.4 The ASSOCIATION has the right to use a school building, provided that a request is made and use arranged for in advance. The ASSOCIATION building representative shall have the right to call meetings of ASSOCIATION members assigned to the building. Prior to scheduling or calling any such meeting, the ASSOCIATION building representative shall advise the Building Principal of the meeting. No ASSOCIATION meeting may be scheduled during class time, in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the work activity of any Professional Staff Member to be in attendance at the meeting without the prior approval of the Building Principal. Such approval shall not be unreasonably denied.
- 1.03.5 The ASSOCIATION has the right to place organizational identification on its members' school mailboxes.
- 1.03.6 The ASSOCIATION shall receive an advance copy of the agenda of each BOARD meeting. Such agenda shall be sent to the ASSOCIATION by inter- school mail at the same time it is sent to the news media. The ASSOCIATION shall also receive copies of all public documents released by the BOARD. Such documents shall be sent to the ASSOCIATION by email at the time they are released to the public.
- 1.03.7 A representative of the ASSOCIATION shall be permitted to address the BOARD during the hearing of the Bargaining Units. This representative may speak on identified issues from the agenda, prior to Board actions for up to five (5) minutes. There will be no personal attacks, and the representatives will speak in a professional manner on bargaining unit issues.



- 1.03.8 The following information shall be provided to the ASSOCIATION as early as practicable following BOARD or administrative action:
- a. The names and addresses of newly employed Professional Staff Members
  - b. Notification of all Professional Staff Members transferred from one work site to another.
  - c. The names and addresses of reserve teachers who reach their 61<sup>st</sup> day in the same assignment.
- 1.03.09 The ASSOCIATION has the right to participate in the initial orientation meeting for new Professional Staff Members if such meeting is held.
- 1.03.10 The ASSOCIATION shall be serviced by the BOARD's regular daily inter-school mail system including pickup and delivery and use of individual school mailboxes so long as the ASSOCIATION maintains its office within the city limits of the City of Dayton, Ohio. The inter-school mail system may be used to send mailings to the ADMINISTRATION and to the elected officers of the ASSOCIATION and the Building Representatives of the ASSOCIATION and to individual Professional Staff Members; provided, however, all bulk mailings shall be sent to and distributed in individual mailboxes by the Building Representative. The inter-school mail system may not be used by the ASSOCIATION as a means to disseminate political information. All mail sent by the ASSOCIATION through the inter-school mail system will relate to the current business of the Dayton City School District.
- 1.03.11 The ASSOCIATION will be granted a leave of absence from active teaching duties for up to two (2) Professional Staff Members per school year. The ASSOCIATION will reimburse the BOARD monthly the total cost for the Professional Staff Member's regular contractual salary, health, dental and life insurance. The Treasurer of the ASSOCIATION shall make arrangements with the Treasurer of the BOARD for a payment schedule. The Professional Staff Member(s) shall accrue all rights and privileges provided by this CONTRACT and shall receive payroll checks by inter-school mail. At the commencement of the school year following the expiration of the leave of absence, a Professional Staff Member on leave under this paragraph will be returned to the same position held prior to the leave, if available, or, if not available, to a position comparable to that which was occupied prior to the granting of the leave, with consideration given to the length of service and teaching certification of the returning Professional Staff Member.
- 1.03.12 The President or Vice President of the ASSOCIATION and/or a designee and/or the Labor Relations Consultant of the ASSOCIATION shall have the right to visit schools. Either prior to or immediately upon the President's, Vice President's or the Labor Relations Consultant's arrival at any school, the President, Vice President and/or Labor Relations Consultant shall advise the Principal, or in the absence of the Principal, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit.



Such permission will not be denied but may be delayed only if the visit, at the time desired, will, in the opinion of the Principal, interfere with the normal teaching duties of the Professional Staff Member to be contacted. Visits that are made to discuss with the Principal special problems of Professional Staff Members must be arranged in advance with the Principal or, in the Principal's absence, with the acting building administrator.

**1.04 Copies of CONTRACT**

The ADMINISTRATION will provide an electronic copy of this CONTRACT on the district website.

**1.05 Fair Share Fee**

1.05.1 All Professional Staff Members who are not members in good standing of the ASSOCIATION are required to pay the ASSOCIATION a fair share fee, as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The fair share fee amount shall be certified to the Treasurer of the BOARD by the ASSOCIATION. Nothing herein shall be construed as requiring any Professional Staff Member to become a member of the ASSOCIATION as a condition for serving or retaining employment or any benefits under this CONTRACT.

1.05.2 The amount to be deducted from the pay of all fee payers shall not exceed the total dues as paid by members of the ASSOCIATION, and such deductions shall continue through the remaining number of payroll periods over which ASSOCIATION membership dues are deducted.

1.05.3 ASSOCIATION also agrees to notify the BOARD if a Professional Staff Member files a court action or Unfair Labor Practice. The ASSOCIATION will provide the BOARD with a copy of all decisions issued by impartial decision makers with respect to objections made by non-members.

Under Ohio law, employees who choose not to join the ASSOCIATION may elect to not pay the portion of their fair share fees based upon ASSOCIATION expenditures in support of partisan politics or ideological causes not germane to the work of the ASSOCIATION in the realm of collective bargaining. To elect not to pay that portion, the non-member must file a written objection according to a procedure adopted by the ASSOCIATION. Not later than December 15<sup>th</sup> of each year, or not later than thirty (30) days prior to the commencement of the check-off of the fair share fee, whichever is applicable, the ASSOCIATION will send each non-member an explanation of the procedure and an explanation of the basis for the fair share fee to enable the non-member to gauge the propriety of the fee.

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15<sup>th</sup> annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the latter of:

- A. Sixty (60) days of employment in a bargaining unit position; or
- B. January 15<sup>th</sup>

- 1.05.4 The Treasurer of the BOARD shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall not be greater than the annual membership dues less the amount previously paid. The deduction of said amount shall commence on the pay date occurring on or after forty-five (45) days from termination of membership.
- 1.05.5 The BOARD agrees to promptly transmit all payroll deducted fair share fees to the ASSOCIATION. The BOARD further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- 1.05.6 The ASSOCIATION agrees to indemnify the BOARD for any cost or liability incurred as a result of the good faith implementation and enforcement of this provision, provided that:
- 1.05.7 The BOARD shall give a ten (10) day written notice of any claim made or action filed against the BOARD by a non-member for which indemnification may be claimed.
- 1.05.8 The ASSOCIATION shall reserve the right to designate counsel to represent and defend the BOARD, unless the BOARD elects to select its own counsel, in which event the BOARD shall be responsible for paying its own attorney's fees.