



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

Wed, 10/04/2017 12:08:12 PM SERB

Case No.

2017-STK-10-0007

2017-MED-03-0403

<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 <input type="checkbox"/>	Notice of Intent to Strike and Picket <input checked="" type="checkbox"/>
2. Date and Time when Intended Strike will commence: N/A	3. Date and Time when Intended Picketing will commence: October 20, 2017 -- 5:00 p.m.
4. Name of Employer where Strike or Picketing is to occur: Sycamore Community Schools--Sycamore High School	
Address: 7400 Cornell Rd.	Telephone: () 513-686-1700
City, County, State, Zip: Cincinnati, Hamilton, Ohio 45242	Email: forsthoefelf@sycamoreschools.org
5. Name of Employer's Representative: Frank A. Forsthoefel, Superintendent	
Address: 5959 Hagewa Dr.	Telephone: () 513-686-1700
City, State, Zip: Cincinnati, Ohio 45242	Email: forsthoefelf@sycamoreschools.org
6. Name of Employee Organization recognized as Exclusive Representative of Employees who Intend to Strike or Strike and Picket: Sycamore Education Association/OEA/NEA	
Address: 30 Overbrook Ct., Suite A	Telephone: () 513-539-3131
City, State, Zip: Monroe, Ohio 45050	Email: boergerk@ohea.org; rotundoj@ohea.org
7. Name of Employee Organization's Representative: Ohio Education Association	
Address: 30 Overbrook Ct., Suite A	Telephone: () 513-539-3131
City, State, Zip: Monroe, Ohio 45050	Email: boergerk@ohea.org; rotundoj@ohea.org
8. Bargaining Unit: (Please attach) <input checked="" type="checkbox"/> State Employment Relations Board Certification (Current) – for Board-Certified units (or) <input type="checkbox"/> Copy of collective bargaining agreement recognition clause – for Deemed-Certified units	
9. Approximate Number of Employees in Unit: 336	

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 7/31/2017 (2) of extension _____ (if any)

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

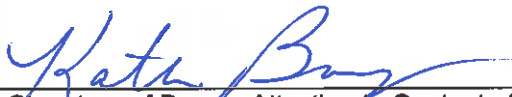
If yes, designate: (1) date on which negotiation period ends: _____

(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:** _____

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.



October 4, 2017

Signature of Person Attesting to Content of Form

Date

Katherine Boerger

Print or Type Name

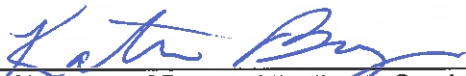
THIS NOTICE WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND SIGNED BY A REPRESENTATIVE OF THE EMPLOYEE ORGANIZATION.

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:

Frank Forsthoefel, Superintendent, Sycamore Community Schools, forsthoefel@sycamoreschools.org

this Fourth (day) of October (month), 2017 (year).



Katherine Boerger

Signature of Person Attesting to Service of Form

Print or Type Name

ARTICLE 1 - RECOGNITION

SECTION 1.1 - Pursuant to Association certification by the Ohio State Employment Relations Board on May 16, 1985, the Board recognizes the Association as the sole and exclusive collective bargaining agent for all employees who are employed by the Board in the bargaining unit as defined in Section 1.2 below.

SECTION 1.2 - The term "employee" as used in this Agreement shall mean all teachers duly certified to teach in accordance with Ohio law who are employed as teachers by the Board, including school nurses, library/media specialists, school social workers, psychologists, counselors, tutors, replacement teachers, professional assistants for whom certification is required by the Board (hereafter referred to as professional assistants), educational evaluators, teachers with special education certificates and teachers with vocational education certificates, instructional technology facilitator, Dean of Students, and department heads or chairpersons, but excluding the Superintendent of Schools, all Assistant Superintendents, Executive Directors, Treasurer, Directors, Principals and Assistant Principals, Administrative officers, assistants and interns, Curriculum Coordinators, Director of Special Services, Summer School Director, Coordinator of Technology, Professional Assistant for Guidance and Testing, supervisors, business managers, occupational therapists/physical therapists, mental health workers and excluding all others for whom certification in supervision or administration is required as a condition of employment and excluding substitute teachers, student teachers, teaching interns, librarian helpers, paraprofessionals, aides, Athletic Director, all hourly paid employees, and excluding summer school, adult education and community school teachers, certificated staff employed on behalf of non-public schools using state or federal funds or instructors who are not employed as regular day school teachers during the school year, and department supervisors who meet the requirements set forth in Section 4117.01(F) of the Ohio Revised Code so as to be designated as a supervisor or a management level employee as those terms are defined in Section 4117.01 of the Ohio Revised Code.

SECTION 1.3 - The Board may utilize non-unit individuals in connection with programs or courses provided by Great Oaks Institute of Technology and Career Development, provided that, if such programs or courses are currently offered by the Board, this shall not result in the displacement or reduction in force of teachers. No more than three (3) such non-unit individuals will be utilized by the Board in a semester.

ARTICLE 2 - MEMBERSHIP IN ASSOCIATION

SECTION 2.1 - Employees shall have the right to join or not to join the Association and membership in the Association shall not be a condition of employment or continued employment. No employee shall be required to pay any dues, fees, fines, and assessments or give any financial or other support or assistance to the Association as a condition of employment or continued employment.

