



State of Ohio
 State Employment Relations Board
 65 East State Street, 12th Floor
 Columbus, Ohio 43215-4213
 (614) 644-8573
 MED@SERB.ohio.gov

Case No.

2018-STK-07-0008

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: August 20, 2018 @ 12:01 AM		3. Date and Time when Intended Picketing will commence: August 20, 2018 @ 12:01 AM	
4. Name of Employer where Strike or Picketing is to occur: Campbell City Schools Board of Education			
Address: 280 Sixth St.		Telephone: (330) 799-8777	
City, County, State, Zip: Campbell, Mahoning, OH 44405-1325		Email: mbowen@campbell.k12.oh.us	
5. Name of Employer's Representative: Superintendent Matthew Bowen			
Address: 280 Sixth St.		Telephone: (330) 799-8777	
City, State, Zip: Campbell, OH 44405		Email: mbowen@campbell.k12.oh.us	
6. Name of Employee Organization recognized as Exclusive Representative of Employees who Intend to Strike or Strike and Picket: Campbell Education Association OEA/NEA			
Address: Ohio Education Association, 945 Windham Court, Suite 1		Telephone: (330) 726-3250	
City, State, Zip: Boardman, OH 44512		Email: reynoidst@ohea.org	
7. Name of Employee Organization's Representative: Tara Reynolds Bales			
Address: 945 Windham Court, Suite 1		Telephone: (330) 726-3250	
City, State, Zip: Boardman, OH 44512		Email: reynoldst@ohea.org	
8. Bargaining Unit: (Please attach) <input type="checkbox"/> State Employment Relations Board Certification (Current) – for Board-Certified units (or)			9. Approximate Number of Employees in Unit: 90
<input checked="" type="checkbox"/> Copy of collective bargaining agreement recognition clause – for Deemed-Certified units			

Notice of Intent to Strike or Strike and Picket (ERB 1016 - 5/18)

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 06/30/2018 (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: Total of 11 bargaining sessions between parties. Beginning April 10, 2018, bargaining sessions included a mediator.

All contractual impasse language/procedures have been followed.

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.

07/20/2018

Signature of Person Confirming the Content of Form

Date

Tara Reynolds Bales

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:

Superintendent Matthew Bowen, 280 Sixth St., Campbell, OH 44405-1325, mbowen@campbell.k12.oh.us

(Name, complete address, and email address of employer representative)

Sent via electronic mail at approximately: 1:00 PM (time)

this 20 (day) of July (month), 2018 (year).

Tara Reynolds Bales

Signature of Person Confirming Service of Form

Print or Type Name

**MASTER
CONTRACT**

**Between the
CAMPBELL BOARD OF
EDUCATION
and the
CAMPBELL EDUCATION
ASSOCIATION**

July 1, 2015 - June 30, 2018

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**A Document Governing Professional Negotiations in the
Campbell City School District**

PREAMBLE

The Board of Education of the Campbell City School District together with the Campbell Education Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires, for effective discharge, cooperation among the Board, the Superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent and the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if such utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program.

It is the purpose of this Document to establish the relationship between the Board of Education and the Campbell Education Association and to set forth an orderly procedure for consideration and resolution of matters of concern.

If at any time during the existence of this agreement it becomes evident that there is a violation of the following articles neither party shall negotiate upon the subject of the dispute until such activity has ceased.

The Board of Education and the Campbell Education Association mutually agree that: No person shall unlawfully be denied employment, reemployment, or advancement, nor shall unlawfully be evaluated on the basis of age, handicap, sex, sexual orientation, gender identity and expression, marital status, race, color, creed, or national origin.

ARTICLE I

RECOGNITION

1.01 RECOGNITION OF THE ASSOCIATION

1.011 DEFINITION OF BARGAINING UNIT: The Campbell Board of Education, hereinafter referred to as the Board, recognizes the Campbell Education Association, an affiliate of the Ohio Education Association, the National Education Association and the Northeast Ohio Education Association,

hereinafter referred to as the Association, as the exclusive and sole representative for purposes of collective bargaining and grievance processing of the following full-time and part-time certificated/licensed personnel: Classroom teachers, guidance personnel, school nurses, and librarian(s) employed by the Campbell Board of Education, excluding the Superintendent, Principals, and Assistant Principals, or others designated by the Board of Education as representatives of the Board. The Board agrees not to recognize and/or negotiate with any teachers' organization other than the Association for the duration of this Agreement.

The only rights and provisions governing the school nurses and part-time teachers are listed in Article VIII, Section 8.03 and 8.04, respectively.

1.012 PURPOSES: Recognition of the C.E.A. by the Board shall be for the purpose of arriving at agreements concerning personnel policies, working conditions, salaries, fringe benefits, and such items as are mutually agreed upon.

1.013 EXCLUSIVE RECOGNITION: Any other organization that wishes to be recognized as the sole bargaining representative of the certified staff shall do so in compliance with the provisions of ORC 4117.

1.02 BOARD: The Board is the locally elected body charged with the establishment of policies for public education in the Campbell City School District and is employer of all certified personnel of the school system.

1.03 SUPERINTENDENT: The Superintendent is the chief executive officer and primary professional advisor of the Board and who, as such, may participate in the negotiation process.

1.04 INDIVIDUAL COMMUNICATION TO BOARD: Any provision of this agreement will not deny any teacher the individual right to be heard through the established channel of the Board.

1.05 SEVERABILITY: If any portion of this agreement is in violation of Federal laws or laws of the State of Ohio, then that portion in disagreement shall be considered null and void without, however, impairing any other portion of this Agreement.

1.06 NO STRIKE: The Association and its members hereby agree that it will not call, sanction, encourage, or condone a strike, work stoppage, or other concerted action involving the withholding of services from the Board.

Further, the Association shall actively attempt to prevent any violation of this Article. If a violation of this Article occurs, the Association shall immediately notify all employees that the strike, work stoppage, or other

concerted interference with or the withholding of services from the Board is not sanctioned by the association and shall recommend that all employees return to work.

It is further agreed that a violation of the above may be sufficient grounds for disciplinary action as determined by the Board.

1.07 **NO LOCKOUTS:** There shall be no lockouts. The Board will not unlawfully discriminate against any teacher on the basis of race, age, color, creed, national origin, marital status, handicap, sex, or membership in or association with the Association.

ARTICLE II

NEGOTIATION PROCEDURES

2.01 **REPRESENTATION**

2.011 **GOOD FAITH:** Representative members of the Board or their designated administrative representatives shall meet with designated representative members of the Association to negotiate in good faith.

- a. **NEGOTIATIONS TEAMS:** Representation shall be limited to not more than six representatives each of the Board and the Association, and these representatives must be named prior to each negotiating meeting.
- b. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

2.012 **AUTHORITY TO NEGOTIATE:** While no final negotiated agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that the representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.02 **DIRECTING REQUESTS**

2.021 **WRITTEN REQUESTS:** Requests in writing for negotiation meetings from the Association shall be made directly to the Superintendent and the Board of Education. Requests from the Board shall be made in writing to the President of the Association. Requests for meetings shall contain a description of the item(s) to be negotiated.

2.022 **PERIOD OF NEGOTIATIONS:** Both parties will make every effort to conclude negotiations satisfactorily within sixty (60) days from the time of receipt of the original written request.

2.03 NEGOTIATION MEETINGS

2.031 CONSULTANTS: The parties may call upon professional and lay representatives to consider matters under discussion and to make suggestions. No more than one consultant may be used by either party in any of the negotiation meetings. This does not pertain to impasse proceedings.

2.032 STUDY COMMITTEES: The parties may appoint joint ad hoc study committees to research, study, and develop projects, reports, and programs and make recommendations on matters under consideration. The committees shall report all findings to both parties. The cost for such committees shall be borne equally by the Board and the Association.

2.033 NEWS RELEASE: News releases concerning negotiation meetings must be mutually agreed upon before they are released.

2.034 COMMUNICATIONS WITH MEMBERS: Both parties have the right to communicate with their respective members on items of negotiation.

2.035 INFORMATION: The Board and Superintendent agree to furnish the Association's negotiation team, upon request and in a reasonable time both prior to and during negotiations, all available pertinent information (such information that can be legally permitted for release) excepting personal and confidential information of employees and students of the district as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers. The Association agrees to furnish all available (pertinent information) excepting personal and confidential information of employees and students of the district on its proposals to the Board's negotiation team to support the development of sound programs for the school district.

2.036 CAUCUSES: The chairperson of either group may recess his group for caucus at any time. Caucuses shall be no longer than fifteen (15) minutes of duration.

2.037 PROTOCOL: No action to coerce or censor or penalize any negotiations participant shall be made or implied by either party as a result of participation in the negotiation process. The meeting shall be conducted on a high professional level.

2.038 ITEM AGREEMENT: As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party.

2.039 SCHEDULE OF MEETINGS: Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

2.0310 RECESSES: The Chairperson of either group may call a recess when it appears no more meaningful discussion can be accomplished. Such recess should not exceed 48 hours, unless by mutual agreement.

2.04 AGREEMENT: When the participants reach agreement, such agreement shall be reduced to writing and signed by members of each negotiating committee. Within five (5) working days thereafter, said agreement shall be submitted to a membership meeting of the C.E.A. for ratification. If such membership ratifies said agreement by a simple majority vote of those voting thereon, upon written certification by the President of the C.E.A. of such ratification to the Superintendent, the Board shall consider the ratification at its next meeting. The Board may also elect to defer consideration of the agreement to the following meeting, when seventy-two (72) hours have not passed between written notification of the C.E.A. ratification and the Board meeting.

2.05 IMPASSE

2.051 MEDIATION: Should the C.E.A. and the Board be unable to reach an agreement within sixty (60) working days (unless the parties mutually agree to an extension of time) either party may declare impasse and may request, the services of the Federal Mediation and Conciliation Services (FMCS) to provide a mediator to assist the parties in reaching agreement.

2.052 COST OF MEDIATION: Each party shall bear its own costs incident to mediation and shall share equally any direct costs charged by the mediation service, if any.

2.053 RIGHT TO STRIKE: The association shall have the right to strike, pursuant to ORC 4117.149D (2), once the contract has expired and the impasse procedure has been utilized. The parties agree that this provision in the mutually agreed upon dispute settlement procedure pursuant to ORC 4117.14 (E) if the parties reopen any provision of this contract, the association shall have all rights under 2.053 of this contract.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 DEFINITIONS

3.011 GRIEVANCE: A grievance shall mean a claim by a bargaining unit member of an alleged violation, misinterpretation, or misapplication of this Agreement.

State Employment Relations Board

Instructions for completing the Notice of Intent to Strike or Strike and Picket Form

Box: Information Requested

- 1 **Notice of Intent**
– Check mark which type of notice you are providing (“Strike” or “Picket and Strike”).
- 2 **Date and Time when Intended Strike will commence** - Fill in date and time.
- 3 **Date and Time when Intended Picketing will commence** - Fill in date and time.
- 4 **Name of Employer where Strike or Picketing is to occur** - Fill in complete name, address, & phone number, including an email address.
- 5 **Name of Employer’s Representative** - Fill in complete name, address, & phone number, including an email address.
- 6 **Name of Employee Organization recognized as exclusive Representative of Employees who intend to Strike or Strike and Picket** - Fill in complete name, address, & phone number, including an email address.
- 7 **Name of Employee Organization’s Rep** - Fill in complete name, address, & phone number, including an email address.
- 8 **Bargaining Unit**
Board Certified - Describe unit or attach a copy of current recognition clause from contract or certification.
Deemed Certified - Attach a copy of current recognition clause from contract.
- 9 **Approximate Number of Employees in Unit**
– List number of employees
- 10 **Collective Bargaining Agreement** – Are the employee organization and employer parties to a collective bargaining agreement? If yes, list the expiration date of (1) agreement or (2) section of re-opener agreement (if any). If No, check mark.

date on which negotiations period ends, (2) section of re-opener provision (if any). If no, just check mark.

- 11 **Description of efforts made to resolve the dispute, including Statutory or Alternate Dispute Settlement Procedures** – Give information on how you have tried to resolve the dispute, including Statutory or Alternative Dispute Settlement Procedure (Example: Mediation meetings or fact-finding hearing).

Declaration – Requires the signature and printed name of the person confirming that the information provided is true to the best of their knowledge and must include the date.

Proof of Electronic Service – The person filing the Notice to Strike or Strike and Picket Form must sign and print name confirming that an exact copy of the Notice to Strike or Strike and Picket Form was delivered electronically to the employer representative. The person filing the Notice to Strike or Strike and Picket signs the bottom line of the form.

Note: The Notice to Strike or Strike and Picket Form will not be accepted if the Proof of Electronic Service is not fully completed and signed by a representative of the initiating party.

COMPLETION CHECKLIST

Did you remember to:

- ✓ Provide accurate email addresses
- ✓ Completely fill in the Proof of Electronic Service

Submit by email:

Email: MED@SERB.ohio.gov

Is this regarding negotiations for a re-opener of the collective bargaining agreement? If yes designate (1)