



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

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

Case No.

2016-MED-04-0435

2016-STK-10-0004

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: November 2, 2016 12:01 AM		3. Date and Time when Intended Picketing will commence: November 2, 2016 at 12:01 AM	
4. Name of Employer where Strike or Picketing is to occur: Louisville City School District			
Address: 407 E. Main St.		Telephone: () 330-875-1666	
City, County, State, Zip: Louisville, Stark, Ohio 44641		Email: shaffer@lepapps.org	
5. Name of Employer's Representative: Mary Jo Shannon Slick, General Counsel, Stark County Educational Service Center			
Address: 2100 38th Street, NW		Telephone: () 330-492-8136	
City, State, Zip: Canton, OH 44709		Email: maryjo.slick@email.sparcc.org	
6. Name of Employee Organization recognized as Exclusive Representative of Employees who Intend to Strike or Strike and Picket: Louisville Education Association			
Address: 4061 Bradley Circle NW		Telephone: () 330-492-1648	
City, State, Zip: Canton, Ohio 44718		Email:	
7. Name of Employee Organization's Representative: Gary Kovach, OEA Labor Relations Consultant			
Address: 4061 Bradley Circle, NW		Telephone: () 330-492-1648	
City, State, Zip: Canton, OH 44718		Email: kovachg@ohea.org	
8. Bargaining Unit: (Please attach) <input type="checkbox"/> State Employment Relations Board Certification (Current) – for Board-Certified units (or) <input checked="" type="checkbox"/> Copy of collective bargaining agreement recognition clause – for Deemed-Certified units		9. Approximate Number of Employees in Unit: 181	

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 6/30/16 (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: multiple bargaining dates: 4/5/16, 4/6/16, 4/7/16, 4/20/16, 5/3/16, and 5/16/16;

multiple mediation dates: 6/20/16, 6/21/16 and 6/23/16; Fact Finding 9/27/16

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.



Signature of Person Attesting to Content of Form
Gary Kovach, Labor Relations Consultant

Date
10/21/16

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:

Mary Jo Shannon Slick, General Counsel, Stark County Educational Service Center, 2100 38th Street, NW, Canton, OH 44709

this 21st (day) of October (month), 2016 (year).



Signature of Person Attesting to Service of Form

Gary Kovach
Print or Type Name

THE MASTER CONTRACT

between the

**LOUISVILLE EDUCATION ASSOCIATION/
OEA/NEA**

and the

**BOARD OF EDUCATION
of the**

**LOUISVILLE CITY SCHOOL DISTRICT
(Stark County, Ohio)**

EFFECTIVE

**July 1, 2013
through
July 30, 2016**

ARTICLE I. RECOGNITION

101 The Board of Education of the Louisville City School District (hereinafter "Board") shall continue to recognize the Louisville Education Association/ OEA/NEA (hereinafter "Association") as the exclusive representative for a bargaining unit composed of all regularly employed personnel, exclusive of all substitutes who are employed fewer than sixty (60) days per year, the Athletic Director, Athletic Administrator and all supervisors and management level employees as defined in Section 4117.01 of the Ohio Revised Code. Economic benefits provided herein shall continue to be prorated as in the past in case of a regularly employed part-time employee.

102 A "teacher" shall be defined to include classroom teachers, tutors, librarians, guidance counselors, and other certificated personnel, excluding the Athletic Director, Athletic Administrator those supervisors and management level employees defined above.

103 Tutors' rights and benefits under this contract are limited as a result of their being paid hourly. Thus, tutors are entitled to the rights and benefits of this Contract except as excluded or modified below.

A. Salary

1. The hourly rate shall be \$13.50, and shall increase the same percentage as the BA-0 step base starting 8/1/92 per hour and any fraction thereof to the next highest quarter (1/4) hour.
2. This pay will be forthcoming for each hour scheduled with students, regardless of students' attendance, a thirty (30) minute paid lunch if scheduled three hundred (300) or more minutes per day, and each hour for attendance at meetings with Administration, teachers, or parents providing meetings have been authorized by the Administration. On day(s) that a tutor is scheduled and students(s) do not attend, the Administration may assign the tutor to other duties.

B. Layoff Procedure

1. Tutors shall have no right to the layoff procedure of this Contract, either for reduction or recall.
2. The Board may reduce hours, days, or positions of tutors based on student enrollment.

C. Contract

1. Tutors shall not be eligible for tenure.