



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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July 23, 2013

Nicole Pohlman, Esq.  
Goubeaux & Brand  
100 Washington Avenue  
Greenville, Ohio 45331

Re: GREENVILLE FEDERAL  
Cases 09-CA-075284  
09-CA-081417  
09-CA-086178

Dear Ms. Pohlman,

This letter constitutes the Regional Director's notice to the Charged Party that it is in non-compliance with the terms of the Settlement Agreement in the above-styled case. Absent full compliance by August 5, 2013, the Regional Director will initiate default proceedings pursuant to the provisions of the Performance paragraph in the Settlement Agreement.

Specifically, it is the Regional Director's position that the Charged Party has failed to comply with the provisions of the Settlement Agreement requiring that the Charged Party will remove any negative comments about Charging Party Tammy Sackett's protected, concerted activities from her appraisal and action plan. The Regional Director has concluded that certain comments in Sackett's appraisal and action plan still refer to, or limit, her right to engage in protected, concerted activities as defined in Section 7 of the National Labor Relations Act. I have previously provided you with a copy of Sackett's reevaluation with the particular comments in highlight. To be in compliance with the settlement agreement, the comments will need to be removed.

The Settlement Agreement further provides that the Charged Party will reevaluate Sackett and make her whole for any losses suffered. The Charged Party's conclusion upon reevaluation that Sackett is not due a raise does not remedy the specific allegation set forth in the second consolidated complaint that Sackett was *denied* a raise because of her protected, concerted activities. Because the Charged Party failed to determine an

amount for the raise due to Sackett, the Regional Director has determined that the amount is to be based upon an average of raises given to other employees. Those calculations were previously provided to you and are set forth here as well:

The average 7/1/2012 wage increase for all employees:	1.275%
Sackett's wage rate:	\$ 15.40
Post-evaluation wage rate:	\$ 15.60
Difference:	\$ 0.20
Sackett's hours post-evaluation:	892.72
Backpay:	\$178.54
Interest:	\$ 5.36

To be in compliance with the Settlement Agreement, the Charged Party will need to pay Sackett \$178.54 in backpay and \$5.36 in interest

If the Charged Party fails to comply with the Settlement Agreement as set forth above by August 5, 2013, the Regional Director will, in accordance with the Performance clause of the Settlement Agreement, initiate default proceedings.

Very Truly Yours,

Jon H. Grove  
Compliance Officer