UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMERICAN RED CROSS BLOOD SERVICES, ARIZONA REGION

and **Case 28-CA-023443**

LOIS HAMPTON, an Individual

JOINT MOTION TO REMAND CASES TO THE REGIONAL DIRECTOR FOR THE PURPOSE OF EFFECTUATING PARTIES' BOARD COMPLIANCE AGREEMENT

The parties in this matter jointly move the Board to remand these proceedings, which have been transferred to and continued before the Board pursuant to the Administrative Law Judge's Decision and recommended Order (ALJD) which issued February 1, 2012, and is reported at JD(SF)-04-12, to the Regional Director for Region 28 of the Board (Regional Director) for the purpose of effectuating the parties' proposed Board compliance agreement.

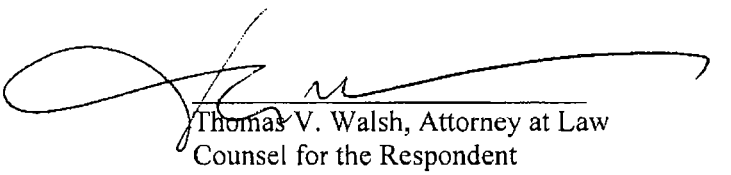
Subsequent to the issuance of the ALJD, the parties entered into a Compliance Agreement, a copy of which is attached and marked as Appendix A, which addresses and resolves all compliance issues in this matter. Respondent has agreed that it will, if this motion is granted by the Board, comply with the parties' Compliance Agreement. Under the terms of the agreement, among other matters, Respondent will pay backpay to the discriminatee, rescind certain rules, and post a Notice to Employees.

Based on the foregoing, the parties jointly move that this matter be remanded to the Regional Director for the purpose of effectuating the terms of the Board Compliance Agreement.

Dated: April 9, 2012,

Mary G. Davidson
Counsel for the Acting General Counsel
National Labor Relations Board, Region 28
2600 North Central Avenue, Suite 1400
Phoenix, Arizona 85004-3009

Dated: April 9, 2012,



Thomas V. Walsh, Attorney at Law
Counsel for the Respondent
Jackson Lewis LLP
One North Broadway
White Plains, NY 10601-2329

Appendix A

Appendix A

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

AMERICAN RED CROSS ARIZONA
BLOOD SERVICES REGION

and Case 28-CA-023443

LOIS HAMPTON, an Individual

COMPLIANCE AGREEMENT

This agreement is entered into by American Red Cross Arizona Blood Services Region (Respondent), Charging Party Lois Hampton (Hampton), and the Acting General Counsel for the National Labor Relations Board (General Counsel), on behalf of the National Labor Relations Board (Board), in compliance with the Administrative Law Judge's decision and order in American Red Cross Arizona Blood Services Region, JD(SF)-04-12, which issued on February 1, 2012 (ALJD). The ALJD requires Respondent to revise or rescind its "Agreement and Acknowledgement of Receipt of Employee Handbook" form so that it does not prohibit amending, modifying or altering in any way the at-will employment relationship; so notify employees to the extent the language in the "Agreement and Acknowledgement of Receipt of Employee Handbook" form cited in the ALJD has already been removed; offer Hampton full reinstatement to her former position and make her whole, with interest, for any loss of earnings and other benefits suffered as a result of her unlawful discharge; remove from its files any reference to Hampton's unlawful discharge; and post the Board's notice to employees. The parties agree that compliance with each of the following terms will fully and completely fulfill Respondent's obligations under the ALJD.

1. Respondent will, to the extent it has not already done so, revise or rescind the language cited by the ALJD in its "Agreement and Acknowledgement of Receipt of Employee Handbook" form.

2. Respondent will notify its employees and the Regional Director of Region 28 of the Board, in writing and within ten (10) days of the approval of the Agreement, that it has taken the actions specified above in paragraph 1.

3. Respondent will pay to the Board, for distribution to Hampton, the backpay and interest, and reimbursement for medical expenses, upon verification by the Region 28 Compliance Officer, owed to Hampton in a total amount not to exceed $75,381.00 within ten (10) days of the approval of the Agreement.

4. (a) Respondent is responsible for transmitting to the appropriate federal, state, and local agencies all withholding and social security taxes deducted from backpay payment ($66,357). Respondent is also responsible for paying its share of the social security taxes (FICA) due and payable on the backpay amounts. No deductions are to be made on interest amounts ($1,571) or the amount of medical-expense reimbursement (not to exceed $7,453). Respondent is further responsible for timely reporting to the Internal Revenue Service the backpay, interest, and medical-expense reimbursement amounts paid, but report them separately, with backpay reported on W-2 statements, and interest and medical-expense reimbursement reported on separate 1099 forms.

(b) Respondent agrees to process and pay the backpay amounts set forth above in paragraph 4(a) so as to avoid the Charging Party incurring additional tax obligations resulting from a lump-sum payment as opposed to what she would have incurred as a result of what would have been her ordinary periodic receipt of wage payments absent her discharge.

Respondent agrees that this matter will not be closed on compliance until such discrepancies, if any, are addressed and resolved by Respondent, including, but not limited to, as necessary, reissuance of adjusted or revised backpay checks. In addition, Respondent agrees to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

5. Respondent will not be required to offer Hampton reinstatement to her former position insofar as such reinstatement would include employment after the date of this agreement. Hampton, for purposes of this agreement only, has waived her reinstatement rights for the period commencing the day after the approval of this agreement. More specifically, Respondent's records will reflect that Hampton is, was, and has been an employee with continuous service through the date of this agreement, specifically for purposes of being fully vested in Respondent's retirement plan. Respondent will provide Hampton with all information and documentation required for purposes of enrolling in, and receiving disbursements from, Respondent's retirement plan.

6. Respondent will remove from its files any reference to Hampton's unlawful discharge and notify the Regional Director of Region 28 of the Board, in writing and within ten (10) days of the approval of the Agreement, that it has taken such action.

7. Respondent will post in conspicuous places in and about its facilities in Phoenix and Tucson, Arizona, including all places where notices to employees are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice to Employees, which copies shall be signed by a responsible official of Respondent and the date of actual posting to be shown thereon. In addition to physical posting of paper notices, notices shall be distributed electronically by e-mail and posting on

Respondent's intranet site. The electronic posting shall remain posted for 60 consecutive days from the date it was originally posted. Respondent will e-mail the Region's Compliance Officer at Miguel.rodriguez@nlrb.gov with a link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, Respondent agrees to provide such access information to the Region's Compliance Officer. As to the distribution of the Notice via e-mail, Respondent will forward a copy of the e-mail distributed to the Compliance Officer.

8. After Respondent has fully complied with its obligations under the terms of this agreement, Region 28 will notify the Board, in writing, that Respondent has complied fully with the ALJD.

For American Red Cross Arizona Blood Services Region:

By: Thomas Walsh Date: 3/30/12

Title: Attorney

Charging Party (Lois Hampton, an Individual)

Lois Hampton Date: 4/3/12

Approved by:

Cornele A. Overstreet Date: 4/4/12

Cornele A. Overstreet
Regional Director, Region 28
National Labor Relations Board

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

You have the right to join with your fellow employees in protected concerted activities. These activities include discussing working conditions among yourselves, forming a union, and making common complaints about your wages, hours, and other terms and conditions of employment, including complaints to management regarding abusive behavior by supervisors.

WE WILL NOT do anything that interferes with these rights. Specifically:

WE WILL NOT maintain or enforce in our "Agreement and Acknowledgement of Receipt of Employee Handbook" form, which form we required you to sign, a provision that contains within it the following language: "I further agree that the at-will employment relationship cannot be amended, modified or altered in any way."

WE WILL NOT discharge you because you engaged in protected concerted activities, including by communicating with fellow employees concerning common complaints regarding your wages, hours, and terms and conditions of employment, which includes making complaints to management regarding abusive behavior by supervisors.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal labor law.

WE WILL, to the extent we have not already done so, revise or revoke from our "Agreement and Acknowledgement of Receipt of Employee Handbook" form, which form we require you to sign, a provision that contains within it the following language: "I further agree that the at-will employment relationship cannot be amended, modified or altered in any way," and, to the extent we have not already done so, **WE WILL** furnish you with written notice that the cited language has been rescinded, and furnish you with a revised document that does not contain that cited language.

WE have offered **Lois Hampton** full reinstatement to her former position without prejudice to her seniority or any other rights or privileges previously enjoyed.

WE WILL make whole **Lois Hampton** for any loss of earnings, wages, commissions, bonuses, and other benefits suffered as a result of the discrimination against her, less any net interim earnings, plus interest, compounded on a daily basis.

WE WILL remove from our files any and all records of the discrimination against **Lois Hampton**, and **WE WILL** within 3 days thereafter, notify **Lois Hampton** in writing that we have taken this action, and that the material removed will not be used as a basis for any future personnel action against her or referred to in response to any inquiry from any employer, employment agency, unemployment insurance office, or reference seeker, or otherwise used

against her.

AMERICAN RED CROSS ARIZONA BLOOD SERVICES REGION

(Employer)

Dated 3/30/12 By _____ A Honey

(Representative) (Title)