

SIDE LETTER
Between
Stanford Health Care
And
CRONA
Re Temporary Relief Position While Pursuing Education.
2019

(A) Purpose. The purpose of this Side Letter is to provide eligible Nurses the opportunity to move to a Relief B position temporarily to allow them to pursue a BSN or MSN degree while continuing to work at the Employer.

(B) Eligibility and Qualifications. All 0.8 time or more Regular Nurses with five (5) or more years of continuous service with the Employer and who are enrolled in an accredited educational program culminating in a BSN or MSN degree are eligible to request a temporary Relief B position and to apply for a posted temporary Relief B position under this Side Letter.

(C) Number of Temporary Relief Positions. In each unit with at least ten (10) Regular Nurses, one temporary Relief Nurse position will be made available under this Side Letter, with one (1) additional temporary Relief Nurse position made available for every seventy-five (75) Regular Nurses who are regularly assigned to the unit. As an example, a unit with eighty (80) Regular Nurses assigned to the unit shall have two (2) temporary Relief Nurse positions available.

(D) Assignment to Temporary Relief Position. At least sixty (60) days in advance of the requested start of the temporary relief position, an eligible Nurse may submit a written request to the Nurse's supervisor for a temporary Relief B position under this Side Letter. Upon receipt of the request, if the unit does not currently have the full number of temporary Relief positions provided for in paragraph (C) filled or if the unit's temporary Relief positions are all filled but at least one of those positions is currently occupied by a returning Nurse as defined in paragraph (I), the Employer will post to all Nurses on the unit a temporary Relief Nurse position open only to Nurses who are eligible under paragraph (B). All such eligible Nurses may apply for the posting. If the unit's temporary Relief positions are all filled but at least one of those positions is currently occupied by a returning Nurse, any temporary Relief position posted in the unit shall be filled when the returning Nurse vacates the temporary Relief position.

(E) Selection. Selection among eligible applicants shall be based on seniority.

(F) No Trial Period. A Nurse granted a temporary Relief position under this Side Letter will not serve a trial period as a Relief Nurse.

(G) Return to Open Position. A Nurse who receives a temporary Relief position shall have the right to apply at any time for any available posted position for which the Nurse is qualified, pursuant to the procedures of Section 23 (Vacancies and Internal Transfers). A Nurse granted a temporary Relief position who subsequently returns to a Regular Nurse position or accepts another position will have no adjustment to her/his hire date, except that the provisions of Section 23.4 shall apply to the Nurse.

(H) Documentation. A Nurse granted a temporary Relief position under this Side Letter will provide documentation of enrollment in the accredited educational program each academic term to the Employer.

(I) End of Temporary Relief Nurse Position. The term of a temporary Relief position under this Side Letter shall last so long as the Nurse is enrolled in the degree program, for up to a maximum of two years. When the term of the temporary Relief position ends, the Nurse, referred to as a “returning Nurse” for purposes of this Side Letter, shall have up to six (6) additional months in the Relief position to obtain a vacant permanent position. A returning Nurse who has not obtained a permanent position by the end of the six (6) months shall be separated from employment.

(J) Expiration of Side Letter. The Parties will work together jointly to make this new program a success. Upon expiration of the 2019 – 2022 Agreement, this Side Letter shall have no continuing force and effect, unless the Parties agree that the program has been successful and agree to include the program in the successor Agreement.