



**United States Government**

**NATIONAL LABOR RELATIONS BOARD**

**Region 32**

**1301 Clay Street, Room 300N**

**Oakland, CA 94612-5224**

**Telephone: (510) 637-3297**

**Fax: (510) 637-3315**

**Website: [www.nlr.gov](http://www.nlr.gov)**

May 12, 2010

Laurence Arnold, Esq.  
Foley & Lardner  
555 California Street, Suite 1700  
San Francisco, CA 94104

Peter D. Nussbaum, Esq.  
Altshuler Berzon  
177 Post Street, Suite 300  
San Francisco, CA 94108

Re: Stanford Hospital and Clinics  
Case 32-CA-25027

Dear Mr. Arnold and Mr. Nussbaum:

On May 10, 2010, the Regional Director approved the enclosed Settlement Agreement. Compliance with its remedial provisions requires the following actions.

The Employer must promptly post the enclosed Notices in conspicuous places at its facilities where CRONA nurses work, where notices to employees are customarily posted.

Main Building 300 Pasteur Drive, Palo Alto  
Blake Wilbur Building 900 Blake Wilbur Drive, Palo Alto  
Boswell Clinic 300 Pasteur Drive, Palo Alto  
California Vitreo Retinal Center 1225 Crane St., Menlo park  
Cancer Center 875 Blake Wilbur Drive, Palo Alto  
Hoover Pavilion 211 Quarry Road, Palo Alto  
Occupational Health 1101 Welch Road, Palo Alto  
Imaging Center 451 Sherman Road, Palo Alto  
Stanford Medicine Outpatient Center Buildings A, B C 450, Broadway St. Redwood City  
Vaden Clinic 866 Campus Drive, Stanford  
Fertility and Reproduction Center 900 Welch Road, Palo Alto

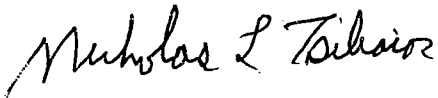
The Notices must be signed and dated by a responsible official of the Employer before posting and must remain posted for 60 days. The Employer must take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. The Notice posting is subject to unannounced Board agent inspection.

As soon as the Notices are posted, the Employer must return to this office two signed, dated Notice, with the certificate of posting form, which is also enclosed. The certificate of posting must be signed and completed to indicate the date and locations of posting.

30 Notices are being sent with a copy of this letter to Laurie Quintel, at the Employer's - Stanford Human Resource office. This number of Notices is estimated to be sufficient to accomplish the required posting, to return two signed Notices to this office, and to retain extra Notices for replacing any Notices which may be removed or defaced during the 60-day posting period. However, if this number of Notices is insufficient, please contact this office to obtain additional Notices.

The above would appear to address all issues regarding compliance with the Settlement Agreement. Should any party believe that full compliance requires the Employer to take other affirmative actions, or should any party believe the Employer is not complying with any provision of the Settlement Agreement including the Notice posting, please notify me immediately.

Sincerely,



Nicholas L. Tsiliacos  
Acting Compliance Officer

Enclosures

cc: Lorie M. Johnson  
CRONA  
499 Seaport Court, Suite 202  
Redwood City, CA 94063

Laurie Quintel  
Stanford Hospital /Lucille Packard  
300 Pasteur Drive  
Human Resources, Mail Code 5513  
Stanford, CA 94305

UNITED STATES GOVERNMENT  
 NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

**Stanford Hospital and Clinics, Case 32-CA-25027**

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

**POSTING OF NOTICE** — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

By the execution of this agreement, the Charged Party does not admit to having violated any provision of the National Labor Relations Act.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (*or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement*), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

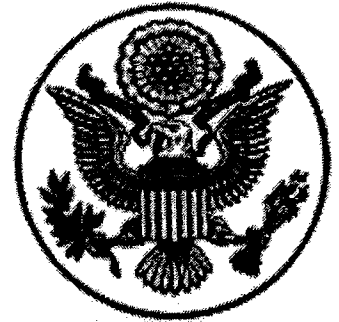
**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

**REGIONAL DIRECTOR'S RESERVATION** – The Charged Party understands that the Regional Director has not made any final determination of the merits of the charges in this case and reserves the right, if the Charged Party fails to comply with this Agreement, to resume and complete the investigation of said charges.

Charged Party <b>Stanford Hospital and Clinics</b>		Charging Party <b>Committee for Recognition of Nursing Achievement (CRONA)</b>	
By: Name and Title Laurie Quintel HR Director	Date 4/29/10	By Name and Title Peter Nussbaum attorney	Date 5/7/10
Recommended By: Gary M. Connaughton Board Agent	Date 5/7/10	Approved By: Alan B. Reichard Regional Director	Date 5/10/10



# NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT**

**Case: 32-CA-25027**

**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.

**WE WILL NOT** bypass the Committee for Recognition of Nursing Achievement (CRONA) and/or deal directly with employees represented by CRONA by posting collective bargaining proposals on our website before we have presented such proposals to CRONA.

**WE WILL NOT** in any like or related manner interfere with, restrain or coerce our employees in the exercise of their rights guaranteed to them by Section 7 of the National Labor Relations Act.

**Stanford Hospital and Clinics**

*(Employer)*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and union. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's Website: [www.nlr.gov](http://www.nlr.gov) and the toll-free number (866) 667-NLRB (6572).

1301 Clay Street, Suite 300N  
Oakland, CA 94612-5224

Telephone: (510) 637-3300  
Hours of Operation: 8:30 a.m. to 5:00 p.m.

Si quiere, se puede hablar en español con un agente de La Junta Nacional de Relaciones del Trabajo en confianza. La página  
Ministerio de Relaciones del Trabajo también tiene información en español: [www.nlr.gov](http://www.nlr.gov) y el número