

<p>IN THE MATTER OF THE ARBITRATION BETWEEN</p> <p>WASHINGTON FEDERATION OF STATE EMPLOYEES</p> <p style="padding-left: 40px;">Union,</p> <p style="padding-left: 80px;">and</p> <p>STATE OF WASHINGTON,</p> <p>DEPARTMENT OF SOCIAL AND HEALTH SERVICES,</p> <p>WESTERN STATE HOSPITAL</p> <p style="padding-left: 40px;">Employer</p>	<p>) AMERICAN ARBITRATION</p> <p>) ASSOCIATION</p> <p>) CASE #75-390-00462-10</p> <p>)</p> <p>) ARBITRATOR'S</p> <p>) MODIFIED OPINION AND AWARD</p> <p>) UPON JOINT AGREEMENT OF</p> <p>) PARTIES</p> <p>)</p> <p>) GRIEVANT:</p> <p>) WANDA RAY</p> <p>)</p>
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Having heard or read and carefully reviewed the evidence and arguments in this case, and in light of the above discussions, American Arbitration Association Grievance No. 75-390-00462-10 is granted in part:

1. The Employer had just cause to discipline the Grievant, Wanda Ray, Jr. on April 27, 2010, consistent with Article 27.1 of the Collective Bargaining Agreement between the Parties and associated work rules.

2. The Employer did not have just cause to discharge the Grievant.

3. Upon the execution of a Last Chance Agreement between the Parties and the Grievant, to be consummated within fifteen (15) business days of the date of this Award, the discharge of the Grievant shall be converted to a ninety (90) day suspension. All references to her discharge, or references to recommendations for, or intent to, discharge, shall be purged from all of the Employer's files in whatever form they are kept or may be retrieved, and the same shall instead reflect this suspension. The Grievant shall be made whole for any and all lost wages (with no interest thereon), accrued leave, retirement contributions and benefits that would have been afforded to her with the exception of the time period encompassed by the suspension imposed herein. From any back pay due the Grievant, the Employer may subtract an amount equal to the total of (1) sums paid to the Grievant for unemployment compensation as a result of having been unemployed and (2) sums earned by the Grievant as a result of substitute employment. If the Employer elects to reduce back pay due the Grievant as a result of her having been paid unemployment compensation, the Employer shall pay to whatever governmental agency paid unemployment compensation to the Grievant an amount equal to the amount by which the Employer reduces back pay due the Grievant for unemployment compensation paid her.

4. The terms of the Last Chance Agreement shall include these terms:

A. Upon future findings of fact by the Employer that the Grievant has committed acts constituting violations of ethics rules regarding falsification of documents, she shall be terminated.

B. If arbitral review should follow such a termination by the Employer, the only inquiry before that arbitrator, in deciding whether termination was for just cause and should be upheld, shall be whether the Grievant committed such acts.

5. The Employer shall have the option of returning the Grievant to the post she previously occupied, with or without the duty of providing patients their notification rights involving medications, as was done from May 21, 2009 to April 27, 2010, or placing her in a different position of no lesser pay or loss of other benefits or advantage she would have enjoyed in her previous position but for the discharge.

6. The Arbitrator shall retain jurisdiction of this matter until 4:30 p.m., November 8, 2011, solely to resolve disputes regarding the remedy directed herein, if any. If the Arbitrator is advised by telephone or other means of any dispute regarding the remedy directed on or before 4:30 p.m. on November 8, 2011, the Arbitrator's jurisdiction shall be extended for so long as is necessary to resolve disputes regarding the remedy. If the Arbitrator is not advised of the existence of a dispute regarding the remedy directed herein by that time and date, the Arbitrator's jurisdiction over this grievance shall then cease.

RESPECTFULLY SUBMITTED this 15th day of September, 2011.



Anthony D. Vivenzio, Arbitrator