

# IN THE MATTER OF ARBITRATION

WASHINGTON STATE DEPARTMENT  
OF SOCIAL AND HEALTH SERVICES

-and-

WASHINGTON FEDERATION OF  
STATE EMPLOYEES

OPINION AND AWARD OF  
Philip Kienast

May 27, 2011

Re: Blanchard Demotion  
(AAA 75-390-00216-10)

## APPEARANCES

For the Union:

Gregory M. Rhodes, Attorney

For the Employer:

Janetta E. Sheehan, Assistant Attorney General

Reported by:

Byers and Anderson, Seattle

## OPINION

This proceeding is in accordance with the parties' Agreement. A hearing in this matter was held on March 10, 2011 and the record closed upon receipt by the Arbitrator of post hearing briefs. The parties stipulated the issue for decision as:

Did the Employer violate Article 27 of the Agreement when it demoted Bonny Blanchard in August 2010?

If yes, what is the appropriate remedy?

The parties further stipulated the matter was properly before the Arbitrator and that he should retain jurisdiction over remedy implementation issues should a remedy be ordered.

### Background

The incident precipitating the demotion of Ms Blanchard was her failure to properly place a child just released from a psychiatric hospital. Prior to picking up the child from the facility, the grievant had been instructed to not return him to the foster home from which he came. The grievant claims she received no further direction as to where to place the child and returned him to the foster home from which he was hospitalized. This was viewed by the employer as a serious failure to follow orders, and in combination with other performance issues relating to timely reporting/planning to the agency and the courts, it was determined by her managers as justification for her demotion from social worker 3 to social worker 2.

The Employer contends the grievant willfully ignored her supervisors directive to not return the child to the foster home from which he was hospitalized. It argues Ms Blanchard was told before she left to pick up the boy that a new foster home placement was being sought and to stay in contact with the office through her cell phone. The Employer maintains messages were left about a new foster home but were ignored by the grievant and that the grievant did in fact return the boy to the foster home from which he was hospitalized.

The Union contends the grievant never received any message that a new placement became available, and therefore returned MS to his former foster care home. It argues that telephone records show no message from DSHS. The Union maintains the grievant had no other option than to return MS to his former foster home despite the wishes of her supervisors. It notes that telephone records show she tried to contact her office prior to making this decision, but was unable to reach anyone on the evening of June 11, 2008.

### Analysis and Conclusion

The precipitating cause of the demotion was the alleged insubordination of the grievant on June 11, 2008. The Arbitrator will address this issue first, because absent this event the grievant would not have been demoted. Ms Blanchard stated during the Employer's investigation that she did not check for phone messages on June 11, 2008. Both

her direct supervisor, Melissa Wittmayer and Terri Navarre, the placement person, testified they left several messages that a new foster home had been located on June 11. Specifically, Ms Wittmayer testified that during the investigation the grievant admitted she did not check her messages on June 11 and had left her cell phone in the car while she went into the hospital (E3 p.4).

By contrast, at the hearing the grievant testified she did check her cell phone for messages on June 11 (Tr 236). However her cell phone records contradict this assertion (U16). This document shows five (5) checks for messages on her cell phone for June 12, but none on June 11. This evidence is consistent with the grievant's statement during the grievance investigation, that she did not check her cell phone for messages.

In light of the foregoing evidence, the Arbitrator concludes the grievant deliberately ignored her supervisor's directive to look for messages as to placement in a different foster home. This failure was a serious offense by Ms Blanchard and justified her demotion. It was the grievant's duty to stay in touch with her office by checking for messages, especially since she had been told the office was working hard to find a new placement for the child. Grievance denied.

## AWARD

1. The Employer did not violate Article 27 of the Agreement when it demoted Bonny Blanchard in August 2010.

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Philip Kienast  
May 27, 2011  
Bothell, Washington