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Respondent.

## KING COUNTY'S ANSWER AND AFFIRMATIVE DEFENSES

## ALLEGED STATEMENT OF FACTS

**ANSWER:** King County admits it is a public employer as defined by RCW 41.56 and employs Registered Nurses at various locations throughout King County.

1       **2. STATEMENT:** Washington State Nurses Association (WSNA) is a bargaining  
2       representative as defined by RCW 41.56 and represents the nurses working for King  
3       County.

4       **ANSWER:** Admitted.

5       **3. STATEMENT:** WSNA and King County signed a collective bargaining agreement  
6       effective January 1, 2023 through December 31, 2024, which was extended from January  
7       1, 2025 to January 31, 2025. A copy of that CBA and the extension agreement are  
8       attached as Exhibit 1.

9       **ANSWER:** Admitted.

10      **4. STATEMENT:** WSNA and King County agreed to a one-year extension of the CBA.  
11      The one-year extension ends on December 31, 2025.

12      **ANSWER:** Admitted.

13                                   **King County Allegedly Engages in Bad Faith Bargaining**

14      **5. STATEMENT:** Under the CBA, pay is calculated using an eleven-step scale based on  
15      years of experience.

16      **ANSWER:** King County admits there is an eleven-step scale under the CBA and years of  
17      experience are used to make a determination of an employee's step placement. However,  
18      the step determination does not necessarily directly correlate to an employee's years of  
19      experience. For example, a nurse with seven years of nursing experience may not be at  
20      step seven on the scale. That nurse could be on a higher (or lower) step, depending on the  
21      pay rate and/or step placement they were hired in.

1       **6. STATEMENT:** Once nurses reach the top of the wage scale, the only wage increases  
2       available are “longevity” adjustments. Longevity adjustments are percentage increases to  
3       a nurse’s hourly wage based on the time employed by King County.

4       **ANSWER:** Denied. In addition to wage increases and longevity adjustments, nurses  
5       typically receive a General Wage Increase (GWI) or Cost-Of-Living-Adjustment  
6       (COLA) annually.

7       **7. STATEMENT:** After 8 years of service to King County, a longevity increase of 2%  
8       above the nurse’s step is available. After 10 years, the longevity increase is 3% above  
9       their step. After 12 years, the longevity increase is 4% above their step. After 15 years,  
10      the longevity increase is 5% above their step. After 17 years, the longevity increase is 6%  
11      above their step. After 20 years, the longevity increase is 7% above their step.

12      **ANSWER:** Admitted.

13      **8. STATEMENT:** Other employers of registered nurses in the greater Seattle area employ  
14      wage scales with more steps, typically offering wage step increases every year through  
15      thirty years of experience.

16      **ANSWER:** King County does not have information on all employers of registered nurses  
17      in the greater Seattle area; therefore, lacks information to determine whether some  
18      offering is “typical;” thus, denies this allegation. However, King County is aware that  
19      some employers in the greater Seattle area have wage scales that exceed 11 steps, and  
20      those employers provide their nurses with annual step increases. King County is also  
21      aware that many of these scales include “ghost” steps, meaning a nurse may stay at the  
22      same wage rate for multiple years.

1       **9. STATEMENT:** As a consequence of the eleven-step wage scale being shorter than  
2       industry standard, King County Public Health nurses make less money over the course of  
3       their career than nurses employed elsewhere in King County. This discrepancy becomes  
4       more pronounced the longer a nurse stays employed by King County Public Health.

5       **ANSWER:** Denied. King County lacks information regarding nurse tenure and differing  
6       nurse step progression at employers other than King County and cannot make an accurate  
7       comparison.

8       **10. STATEMENT:** A nurse at the top of the King County pay scale, i.e. on the senior end of  
9       the pay scale, is compensated only 46.2% more than a nurse at the bottom of a scale, i.e.  
10      a newly hired nurse. At other employers in the region, because the wage scale includes  
11      more steps, nurses at the top of the pay scale are compensated 75-87% more than nurses  
12      at the bottom of the scale.

13      **ANSWER:** Denied.

14      **11. STATEMENT:** In negotiations for a 2023-2024 collective bargaining agreement,  
15      WSNA raised the issue of expanding the wage scale to include additional steps. King  
16      County recognized the issue, and the parties agreed to create a committee to analyze the  
17      wage scale and any potential expansion.

18      **ANSWER:** Denied. King County proposed to convene a “Longevity Committee.”

19      **12. STATEMENT:** Per Addendum G to the 2023-2024 CBA, “during the life of the CBA  
20      the parties will convene to study this issue [i.e., longevity steps] for the purpose [of]  
21      trying to align the Employer’s wage schedule with industry standard steps. The result of  
22      this work is intended to become the foundation for the parties’ next contract  
23      negotiations.”

1           **ANSWER:** Admitted.

2           **13. STATEMENT:** Pursuant to the MOU, WSNA and King County formed a committee to  
3           study the issue of longevity steps.

4           **ANSWER:** Admitted.

5           **14. STATEMENT:** Kristen Kussman, Ian Mikusko, Linda Burbank, Tara Barnes, Tyler  
6           Breier, Elena Schensted, Tami Nesler, Carolyn Clark, Sean Dumas, Nicole Klein, Annie  
7           Roberts, Christopher Salatka, and Zeraí Asgedom represented WSNA on the longevity  
8           committee. James Crowe, Martha Castro, Quanetta West, David Clayborn, and Adriene  
9           Miller represented the County.

10          **ANSWER:** Admitted.

11          **15. STATEMENT:** The committee met three times, with sessions on March 13, 2024,  
12          March 27, 2024, and April 8, 2024.

13          **ANSWER:** Admitted.

14          **16. STATEMENT:** During the committee meetings, Ian Mukusko shared information about  
15          the difference in wage scales between King County and other employers of registered  
16          nurses in the greater Seattle area.

17          **ANSWER:** Admitted.

18          **17. STATEMENT:** At the March 27 longevity committee meeting, James Crowe explained  
19          that the County was looking at a “cost-neutral” expanded wage scale.

20          **ANSWER:** Admitted, with the clarification that it was March 27, 2024.

21          **18. STATEMENT:** In the March 27 and April 8 longevity committee meetings, James  
22          Crowe acknowledged that the King County wage scale was not comparable to other wage  
23

1 scales for registered nurses in the area. Crowe also discussed the logistics of potential  
2 wage scale expansion with the WSNA representatives.

3 **ANSWER:** King County admits Mr. Crowe acknowledged the King County wage scale  
4 consisted of eleven steps while other industry scales presented by WSNA consisted of  
5 more steps. King County denies the remainder of the allegation in the first sentence of  
6 paragraph 18. King County admits, Mr. Crowe discussed the logistics of potential wage  
7 scale expansion with the WSNA representatives in the March 27 and April 8, 2024  
8 longevity committee meetings.

9 **19. STATEMENT:** At the April 8 session, James Crowe expressed that the County was  
10 “committed” to trying to come up with industry standard scale. The parties agreed in the  
11 April 8 session to continue a discussion of the wage scale expansion when bargaining the  
12 successor contract, i.e. the contract that would succeed the extension agreement.

13 **ANSWER:** Admitted.

14 **20. STATEMENT:** The parties subsequently agreed to a one-year extension of the CBA.  
15 The 2025 extension provided that, “The parties met and engaged in Longevity Steps  
16 Working Committee work in early 2024, for the purpose of trying to align the  
17 Employer’s wage schedule with industry standard steps. The result of this work will  
18 become the foundation for the parties’ negotiations of a successor contract.”

19 **ANSWER:** Admitted.

20 **21. STATEMENT:** Bargaining for a new contract to follow the one-year extension began in  
21 January 2025.

22 **ANSWER:** Admitted.

1       **22. STATEMENT:** In negotiations King County has refused to agree to add any steps  
2       beyond step eleven. WSNA has repeatedly reminded the County of its commitment to use  
3       the results of the longevity working committee as “the foundation” of negotiations for a  
4       successor contract, but over the course of more than sixteen negotiation sessions, the  
5       County has failed to make a single proposal adding any steps beyond step eleven. The  
6       County has failed to make even a cost-neutral proposal, as it alluded to in the longevity  
7       working committee.

8       **ANSWER:** Denied.

9       **23. STATEMENT:** In a joint negotiation session with the staff and supervisory groups on  
10      October 24, 2025, King County indicated that leadership was beginning to talk about the  
11      issue, and that a labor analyst had begun modeling out what an expanded step system  
12      might look like. The October 24, 2025 session was session number 16 for the staff group  
13      and session number 13 for the supervisory group.

14      **ANSWER:** King County denies the first sentence of paragraph 23; King County  
15      leadership had been discussing the issue periodically and the topic was revisited again in  
16      October 2025. King County admits the second sentence of paragraph 23.

17      **24. STATEMENT:** King County’s refusal to add any steps beyond step eleven is directly at  
18      odds with its commitment to use the results of the longevity committee’s work as a  
19      foundation for the parties’ next contract negotiations.

20      **ANSWER:** Denied.

21      **25. STATEMENT:** King County’s failure to make any proposals for a wage scale with steps  
22      beyond step eleven, over the course of more than sixteen sessions, has delayed  
23      bargaining.

1       **ANSWER:** King County denies delaying bargaining. While King County admits to not  
2       making any proposals for a wage scale with steps beyond step eleven, King County met  
3       regularly with the union, exchanged proposals, and reached tentative agreements through  
4       August 11, 2025. King County also presented a package proposal, which included  
5       movement on multiple issues identified by the Union as priorities, including longevity.  
6       However, the union has since withdrawn from further negotiations and has requested  
7       PERC mediation.

8       **26. STATEMENT:** Additionally, WSNA has requested various pieces of information  
9       necessary to bargain over an expanded wage scale. Some of the information it has  
10      requested is necessary to enable WSNA to cost proposals related to an expanded wage  
11      scale, and to understand the possible cost implications of various approaches it might  
12      wish to explore in negotiations. As discussed below, the County has failed to respond to  
13      several of WSNA's information requests, including requests relating to longevity, and  
14      that failure has been detrimental to the parties' ability to bargain over this issue.

15      **ANSWER:** King County admits the Union has requested information. King County  
16      denies that it has failed to respond to the Union's requests for information.

17      **27. STATEMENT:** King County's refusal to make any proposals for a wage scale with steps  
18      beyond step eleven is also inconsistent with negotiating with the intention of reaching an  
19      agreement, in light of the parties' previously expressed mutual commitment to use the  
20      results of the longevity working committee as "the foundation" of negotiations for a  
21      successor agreement.

22      **ANSWER:** Denied.  
23



1       **28. STATEMENT:** An employer breaches its good faith bargaining obligation when it  
2       enters bargaining with a predetermined outcome or presents a decision as a fait accompli.  
3       The County's actions reflect a pre-determined decision not to implement an expanded  
4       wage scale.

5       **ANSWER:** The first sentence of paragraph 28 is a legal conclusion, not an allegation,  
6       and does not require a response. In the event a response is required, King County  
7       generally admits the first sentence of paragraph 28 is an accurate statement of the law.  
8       King County denies the second sentence of paragraph 28.

9       **29. STATEMENT:** King County's refusal to engage in negotiations about expanding the  
10      wage scale indicates that King County never intended to alter the wage scale, despite its  
11      previous representations.

12      **ANSWER:** Denied.

13                   **King County Allegedly Refuses to Respond to Requests for Information**

14      **30. STATEMENT:** Throughout the bargaining process beginning in January 2025, WSNA  
15      has made requests for information relevant to negotiations for both bargaining units.  
16      Through these requests, WSNA seeks to discover relevant information necessary to  
17      perform its function as a representative of its members.

18      **ANSWER:** Admitted.

19      **31. STATEMENT:** On January 24, 2025, in a written letter, WSNA asked for information  
20      requests by February 7, 2025 in paragraphs 1-20. That information request is attached as  
21      Exhibit A.

22      **ANSWER:** Admitted.  
23

1 **32. STATEMENT:** King County responded in part to requests 1-19 by providing relevant  
2 information on March 13, 2025, March 26, 2025, and April 2, 2025. It did not fully  
3 respond to request 1.

4 **ANSWER:** Admitted. At the time of this writing, King County has provided full  
5 responses to all requested items, except item number 4 - King County is still working on  
6 that request.

7 **33. STATEMENT:** WSNA asked in request 20 from the January 24 letter for “any  
8 personnel regulations or ordinances applicable to the process of making selections for  
9 promotional positions, within the meaning of Art. 11.3” by February 7, 2025.

10 **ANSWER:** Admitted.

11 **34. STATEMENT:** At the time of writing, King County has not responded to request 20.

12 **ANSWER:** Denied.

13 **35. STATEMENT:** In a letter dated February 27, 2025, WSNA asked for the following  
14 information by March 10, 2025:

- 15 a. Request 21 asked for “copies of the contracts [King] County has entered into with  
16 any agencies used to supply agency nurses, including both contracts with the  
17 agencies and with the individual agency nurses.”  
18 b. Request 22 asked for “the amount the County has spent on agency nurses every  
19 year from 2022, 2023, and 2024.”  
20 c. Request 23 asked for “the number of agency nurses that have been employed  
21 every year for 2022, 2023, and 2024.”  
22 d. Request 24 asked for “the number of short-term temps that have been employed  
23 in the bargaining unit from 2022, 2023, and 2024, identifying the number in each  
classification each year.”  
e. Request 25 asked for “the number of nurses receiving certification premiums  
each year from 2022, 2023, 2024.”  
f. Request 26 asked for “the number of nurses receiving bilingual pay.” That  
information request is attached as Exhibit B.

**ANSWER:** Admitted.

1       **36. STATEMENT:** At the time of writing, King County has not responded to requests 21-  
2       26.

3       **ANSWER:** At the time of this writing, King County has provided responses to all  
4       requested items. King County denies the allegation regarding responses to request  
5       number 21 and 23. Responses to request number 21 and 23 were provided on October 30,  
6       2025, prior to the filing of the Complaint. King County admits the allegation regarding  
7       responses to requests number 22, 24, 25, and 26. Responses to request number 22, 24, 25,  
8       and 26 were provided after the filing of the Complaint.

9       **37. STATEMENT:** On April 16, 2025, in a written letter, WSNA requested relevant  
10      information by April 25, 2025 in requests numbered 28-32. That information request is  
11      attached as Exhibit C.

12      **ANSWER:** Admitted. However, King County did not receive the request until May 28,  
13      2025.

14      **38. STATEMENT:** King County responded to requests 28-32 in communications on May  
15      21, 2025, July 3, 2025 and July 24, 2025.

16      **ANSWER:** Admitted.

17      **39. STATEMENT:** In a letter dated April 25, 2025, WSNA asked for the following  
18      information by May 2, 2025:

- 19           a. Request 33 asked King County to “clarify whether any individuals in the  
20           bargaining unit are receiving a 2.5% or other percentage-based premium for  
21           bilingual skills.”  
22           b. Request 34 asked King County to “provide any agreement that has been entered  
23           into by the County with Harborview.”  
            c. Request 35 asked King County to “explain any funding agreement between the  
            County and Harborview.”

That information request is attached as Exhibit D.

1           **ANSWER:** Admitted.

2           **40. STATEMENT:** On October 24, 2025, after a six-month delay, King County responded  
3           to request 34.

4           **ANSWER:** Admitted.

5           **41. STATEMENT:** At the time of writing, King County has not responded to requests 33  
6           and 35.

7           **ANSWER:** At the time of this writing, King County has provided responses to all  
8           requested items. King County admits a response to request number 33 was not provided  
9           at the time of the filing of the Complaint. However, King County has since provided a  
10          response on December 2, 2025. King County denies a response to request number 35 was  
11          not provided at the time of filing of the Complaint. A response to request number 35 was  
12          provided on October 24, 2025, during the bargaining session.

13          **42. STATEMENT:** In a letter dated May 1, 2025, WSNA asked for the following  
14          information by May 9, 2025:

- 15               a. Request 36 asked for “EEO reports and/or public sector equivalent for the most  
16               recent 4 years.”  
17               b. Request 37 asked for “ethnic, gender, and demographic data for your WSNA  
18               workforce as of today, January 1, 2025, January 1, 2024, January 1, 2023, and  
19               January 1, 2022.”

20          That information request is attached as Exhibit E.

21          **ANSWER:** Admitted.

22          **43. STATEMENT:** At the time of writing, King County has not responded to requests 36-  
23          37.

**ANSWER:** King County admits the responses were not provided at the time of the filing  
            of the complaint. However, King County has since provided responses.

1       **44. STATEMENT:** In a letter dated May 8, 2025, WSNA asked for the following  
2       information by May 16, 2025:

- 3           a. Request 38 asked for “a blank copy of the form nurses submit as part of any  
4           PHSKC incident reporting system and/or any other division-specific forms used  
5           to report staffing concerns.”  
6           b. Request 39 asked for “any policies or instructions given to RNs applicable to use  
7           of any PHSKC incident reporting system.”  
8           That information request is attached as Exhibit F.

9       **ANSWER:** Admitted.

10       **45. STATEMENT:** At the time of writing, King County has not responded to requests 38-  
11       39.

12       **ANSWER:** Denied.

13       **46. STATEMENT:** In a letter dated May 19, 2025, WSNA asked for the following  
14       information by May 27, 2025:

- 15           a. Request 40 asked for “copies of any and all signs regarding workplace violence  
16           that are posted at all worksites where bargaining unit members work.”  
17           b. Request 41 asked King County to “identify which locations contain any such  
18           signage.”  
19           c. Request 42 asked King County to “identify the amount that JHS paid in costs in  
20           2022, 2023, 2024, for parking costs under Art. 9.2.1.”

21       That information request is attached as Exhibit G.

22       **ANSWER:** Admitted.

23       **47. STATEMENT:** At the time of writing, King County has not responded to requests 40-  
24       42.

25       **ANSWER:** Denied as to Item 40 and 41. Admitted as to Item 42.

26       **48. STATEMENT:** In a letter dated May 30, 2025, WSNA asked for the following  
27       information by June 10, 2025:

- 1 a. Request 43 asked King County to “identify the number of grievances filed in each  
2 bargaining unit each year for 2022-2024 under Article 39 of the Master Labor  
3 Agreement.”  
4 b. Request 44 asked King County to “identify the number of grievances that  
5 proceeded to arbitration each year for 2022-2024 under Article 39 of the Master  
6 Labor Agreement.”

7 That information request is attached as Exhibit H.

8 **ANSWER:** Denied.

9 **49. STATEMENT:** At the time of writing, King County has not responded to requests 43-  
10 44.

11 **ANSWER:** Denied.

12 **50. STATEMENT:** In a letter dated July 17, 2025, WSNA asked for the following  
13 information by July 31, 2025:

- 14 a. Request 45 asked King County to “identify the number of grievances filed in each  
15 bargaining unit each year for 2022-2024 under Article 39 of the Master Labor  
16 Agreement.”  
17 b. Request 46 asked King County to “provide all grievances filed alleging violation  
18 of any collective bargaining agreement’s non-discrimination language over the  
19 past five years.”  
20 c. Request 47 asked King County to “provide copies of any arbitration decisions  
21 adjudicating alleged violations of any collective bargaining agreement’s  
22 nondiscrimination language over the past five years.”  
23 d. Request 48 asked King County to “provide the total compensation analysis the  
County has performed and referenced as forming the basis of its opinion that it  
pays nurses competitively. It is our understanding from statements made in  
bargaining that such analysis exists which includes the value of fringe benefits  
including retirement, health care, etc.”  
e. Request 49 asked King County to “identify the number of agency or travel nurses  
the County has employed each year in 2020, 2021, 2022, 2023, and 2024.”  
f. Request 50 asked King County to “identify the amount that the County has spent  
on agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.”  
g. Request 51 asked King County to “provide copies of any contracts entered into  
with agency or travel nurses in 2020, 2021, 2022, 2023, and 2024.”  
h. Request 52 asked King County to “provide any algorithms, timelines, or written  
guidelines addressing the processing of discrimination complaints, maintained by  
any division including Human Resources or the Office of Equity & Social  
Justice.”

- 1 i. Request 52 asked King County to “provide the average number of days from  
2 complaints being filed to resolution.”  
3 j. Request 53 asked King County to “provide the average number of days from  
4 complaints being filed to resolution.”  
5 k. Request 54 asked King County to “provide documentation of any instance in  
6 which a person in the WSNA bargaining unit took Parental Leave under Article  
7 19.2 when their position was scheduled to end in a timeframe that would not  
8 enable the employee to return to work for six months following the leave.”  
9 l. Request 55 asked King County to “provide in response to the previous request,  
10 please clarify whether the person incurred a repayment obligation, or whether the  
11 person was able to work for more than six months such that no repayment  
12 obligation was incurred.”  
13 m. Request 56 asked King County to provide “an accounting of the number of comp  
14 time hours nurses accrued in each year of the contract for 2022, 2023, and 2024.”  
15 n. Request 57 asked King County to provide “the amount of comp leave hours that  
16 each nurse carried over into the subsequent year for 2022, 2023, and 2024.”  
17 That information request is attached as Exhibit I.

18 **ANSWER:** Admitted. This request also included items 43 & 45 that were referenced in  
19 paragraph 48.

20 **51. STATEMENT:** On July 31, 2025, WSNA asked for the following information by  
21 August 14, 2025:

- 22 a. Request 58 asked King County to “provide copies of all emails or other  
23 communications from Schedulers seeking additional staff to support daily staffing  
24 needs.”  
25 b. Request 59 asked King County to “provide copies of any pending proposals  
26 from other unions seeking to remove restrictions on the ability to grieve violations  
27 of the non-discrimination language.”  
28 That information request is attached as Exhibit J.

29 **ANSWER:** Admitted.

30 **52. STATEMENT:** At the time of writing, King County has not responded to requests 45-  
31 59.

32 **ANSWER:** Denied.

33 **53. STATEMENT:** On September 4, 2025, WSNA asked for the following information by  
34 September 18, 2025:

- a. Request 60 asked King County “when did the County resume offering critical shift incentive pay?”
- b. Request 61 asked King County to “explain how the critical shift incentive pay is coded for payroll purposes (e.g., is the premium paid by coding the shift as a callback shift)?”
- c. Request 62 asked King County to “explain whether nurses will accrue vacation and sick leave for working a critical incentive shift, consistent with the MOU the parties previously entered into.”
- d. Request 63 asked King County to “explain whether critical shift pay will be used to offset FLSA overtime pay in circumstances when a nurse also works over 40 hours in the same FLSA workweek as a Critical Shift.”
- e. Request 64 asked King County to “confirm whether critical shift incentive pay is available to both supervisors and staff RNs.”

That information request is attached as Exhibit K.

**ANSWER:** Admitted.

**54. STATEMENT:** In an email correspondence beginning on September 24, 2025, Danielle Franco-Malone, counsel for WSNA, and James Crowe, representative for King County, had a discussion to clarify information requests 60-64. Specifically, WSNA sought through requests 60-64 to uncover information about any time nurses were offered extra pay for short-notice work coverage. This was previously called critical shift pay. Although King County alleges critical shift pay is no longer available, the County has begun offering incentive payments under new terms. Franco-Malone clarified that WSNA seeks information about extra pay for extra shifts worked, regardless of nomenclature.

**ANSWER:** King County denies the allegation in the third sentence of paragraph 54, that the County has begun offering incentive payments under new terms. King County admits the remainder of the allegations.

**55. STATEMENT:** At the time of writing, King County has not responded to requests 60-64.



1       **ANSWER:** Denied.

2       **56. STATEMENT:** King County has not provided a reason for its failure to provide the  
3       aforementioned information requests.

4       **ANSWER:** Denied.

5       **57. STATEMENT:** WSNA made largely parallel requests for the same information on  
6       behalf of the supervisory bargaining unit negotiations. Those requests are attached as  
7       Exhibits L-U.

8       **ANSWER:** Admitted.

9       **58. STATEMENT:** WSNA has asked multiple times about the status of these requests,  
10       including during bargaining negotiations.

11       **ANSWER:** Admitted.

12                                   **ALLEGED VIOLATIONS**

13       **59. STATEMENT:** The acts described in paragraphs 5-29 *supra*, constitute bad faith  
14       bargaining and violate RCW 41.59.140(2)(c) and RCW 41.56.030(4).

15       **ANSWER:** Denied.

16       **60. STATEMENT:** The acts described in paragraphs 30-58 *supra* constitute a failure to  
17       respond to relevant requests for information and violate RCW 41.56.030(4) and *City of*  
18       *Bellevue v. International Ass'n of Fire Fighters, Local 1604*, 119 Wn.2d 373 (1992).

19       **ANSWER:** Denied.

20                                   **AFFIRMATIVE DEFENSES**

21       By way of further answer and defense, King County asserts the following affirmative or  
22       additional defenses:

- 23           1.       The Complaint is untimely, in whole or in part, under RCW 41.56.160(1).

2. King County's actions addressed in the Complaint were and are lawful and consistent with the parties' CBA.
3. The Complaint fails to state a claim upon which relief may be granted.
4. The Complaint fails to state a valid cause of action before PERC.
5. King County has not committed an unfair labor practice.
6. King County at all times complied in good faith with the provisions of RCW 41.56.
7. The remedies requested in the Complaint are vague.
8. King County reserves the right to add additional defenses that may arise during the course of these proceedings.

### **DEFERRAL TO ARBITRATION**

Deferral to arbitration is not requested.

### **PRAYER FOR RELIEF**

King County respectfully requests the following relief:

1. For an order dismissing the Union's Complaint with prejudice and with a finding that King County did not commit an unfair labor practice in violation of RCW Ch. 41.56.
2. For an award of King County's costs of defense for having to respond to the Union's Complaint, including any reasonable attorneys' fees.
3. For such further and other relief as the Commission deems appropriate.

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1 DATED this 10<sup>th</sup> day of December, 2025.

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3 LEESA MANION  
King County Prosecuting Attorney

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5 By: /s/ Ajla Aljic  
6 AJLA ALJIC, WSBA #53353  
7 Senior Deputy Prosecuting Attorney  
8 King County Prosecutor's Office  
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14 Attorney for King County

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I e-filed King County's Answer and Affirmative Defenses to  
[filng@perc.wa.gov](mailto:filng@perc.wa.gov) with a copy to Danielle Franco-Malone at [franco@workerlaw.com](mailto:franco@workerlaw.com).

DATED this 10<sup>th</sup> day of December, 2025.

/s/ Svenna Latta  
SVENNA LATTA  
Paralegal