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KING COUNTY
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CASE #: 25-2-27387-3 SEA
SUPERIOR COURT OF WASHINGTON
FOR THE COUNTY OF KING

KING COUNTY,

Petitioner,

v.

WASHINGTON STATE NURSES
ASSOCIATION and DAVID P.
BEAUVAIS,

Respondents.

Case No. 25-2-27387-3 SEA

**ORDER DENYING PETITION FOR
WRIT OF CERTIORARI**

The Court denies Petitioner King County's Petition for Writ of Certiorari (the "Petition"), Dkt. 1.

I. BACKGROUND

Respondent Washington State Nurses Association is the bargaining representative for, among others, the "Personal Health Services Supervisor" ("PHSS") position. Dkt. 19 at 301. Petitioner King County created the additional position of "Community Health Services Supervisor" ("CHSS"). *Id.* at 313.

The Parties submitted to arbitration based on the following "Joint Statement of the Issue:"

Whether King County violated the Department of Public Health Supervisors & Managers collective bargaining agreement between itself and WSNA by creating a new position, the Community Health Services Supervisor, and filling this position? If so, what remedy?
Dkt. 19 at 5.

1 Under the Parties' Collective Bargaining Agreement ("CBA"), the arbitrator's
2 "power shall be limited to interpretation or application of the express terms" of the CBA,
3 and the Parties "agree to . . . abide by the award made in connection with any arbitrable
4 difference." Dkt. 19 at 295-96.

5 The Parties participated in an arbitration hearing on May 30, 2025, Dkt. 19 at 5,
6 and Arbitrator David P. Beauvais issued a decision on August 22, 2025, *id.* at 13.

7 In reaching their decision, Arbitrator Beauvais: (1) considered "relevant contractual
8 provisions, including "Article 3: Union Recognition, Membership, and Dues," and "Article
9 4: Management Rights," Dkt. 19 at 7; (2) found that "the creation of the CHSS positions
10 to replace the PHSS positions violates Article 3.1 of the Recognition clause in the CBA,"
11 *id.* at 9; (3) concluded that "the recognition clause in the CBA specifically designates
12 certain positions . . . to fall under the WSNA as the exclusive collective bargaining
13 representative" and "changes to those positions, which include the PHSS positions, are
14 subject to bargaining over the structure and nature of said positions," *id.*; (4) concluded
15 that "the new CHSS positions are not new positions with different duties and
16 responsibilities," but instead "are almost identical to the PHSS positions except for the
17 requirement that the incumbent hold a nursing license," *id.*; (5) analyzed "the tension
18 between the Recognition clause and Management rights," including the proposition that
19 "[i]t is reasonably well-established by arbitral precedent that permanent reassignment of
20 bargaining unit duties to non-bargaining unit employees represents a dilution of the
21 bargaining unit and a loss of representation rights over work formerly under the bargaining
22 agent's control," and "a constructive obligation exists on the part of the employer by reason
23 of the recognition and seniority provisions, among others, to prevent the invasion of the
24 bargaining unit work by non-bargaining unit personnel," *id.* at 11 (citation omitted); (6)
25 concluded that "the job duties of a PHSS and a CHSS are virtually identical, save for the

1 requirement of a nursing license” and “that change in the requirement of a nursing license
2 deprives the bargaining unit of members and dilutes the bargaining power of the Union,”
3 *id.* at 12; and (7) ordered as a remedy that “the County shall cease and desist from creating
4 any further CHSS positions that replace PHSS positions” and that the County require “all
5 newly created CHSS incumbents . . . to obtain a nursing license or [be] replace[d] by an
6 employee [who] hold[s] a license” within 120 days, *id.* at 13.

7 The County petitioned for a writ of certiorari on September 19, 2025.

8 The Court heard argument on the Petition on January 22, 2026.

9 II. DISCUSSION

10 A. The County Seeks Either a Statutory or Constitutional Writ and Has Not 11 Met the Criteria for Either

12 The County asserts that it meets the criteria for both writs—statutory or
13 constitutional, Dkt. 18 at 4-5, but fails to satisfy the criteria for either.

14 1. The County fails to meet the statutory writ criteria.

15 “A statutory writ is an extraordinary remedy and should be used sparingly.” *Wilken*
16 *v. City of Camas*, 31 Wn. App. 2d 575, 591, 551 P.3d 1067 (2024) (citation omitted).
17 “A court will issue a statutory writ of review, pursuant to chapter 7.16 RCW, if the
18 petitioner can show that (1) an inferior tribunal or officer (2) exercising judicial functions
19 (3) exceeded its jurisdiction or acted illegally, and (4) there is no other avenue of review
20 or adequate remedy at law.” *Clark Cnty. v. Public Util. Dist. No. 1 v. Wilkinson*, 139
21 Wn.2d 840, 845, 991 P.2d 1161 (2000) (citation omitted). “If any of the factors is absent,
22 then there is no basis for superior court review.” *Id.* (citation omitted).

23 The County fails to meet the statutory writ criteria because Arbitrator Beauvais was
24 not exercising judicial functions. “To determine whether an agency was exercising judicial
25 functions, courts weigh the following factors: (1) whether a court has been charged with

1 making the agency's decision, (2) whether the decision is the type that courts historically
2 have made, (3) whether the decision involved the application of law to fact, and (4) whether
3 the decision resembled the ordinary business of courts as opposed to legislators or
4 administrators." *Wilken*, 31 Wn. App. 2d at 591 (citation omitted). Where "the heart of
5 the matter involves interpreting a labor agreement, this action does not resemble a court's
6 ordinary business." *Jones v. Personnel Resources Bd.*, 134 Wn. App. 560, 573, 140 P.3d
7 636 (2006). Given that the Parties agreed in the CBA to arbitrate their disputes rather than,
8 for example, litigate them, and given that Arbitrator Beauvais interpreted the CBA and
9 ordered a remedy, the Court concludes that Arbitrator Beauvais was not exercising judicial
10 functions, that criterion for a statutory writ was not satisfied, and it follows that a statutory
11 writ is not available. *See Department of Agriculture v. State Personnel Bd.*, 65 Wn. App.
12 508, 514, 828 P.2d 1145 (1992) ("Since the very purpose of arbitration is to submit disputes
13 to a process that is less formal, speedier, and generally less vexatious than litigation, it is
14 unlikely that the Personnel Board here was performing a judicial function when it served
15 as the agreed-upon arbitrator.").

16 As discussed below, provided the County can satisfy the criteria, "[a] constitutional
17 right to judicial review still exists even when a petitioner fails to obtain a statutory writ."
18 *Wilken*, 31 Wn. App. 2d at 591 (citation omitted).

19 **2. The County fails to meet the constitutional writ criteria.**

20 "The fundamental purpose of a constitutional writ is to enable a court of review to
21 determine whether the proceedings below were within the lower tribunal's jurisdiction and
22 authority." *Wilken*, 31 Wn. App. 2d at 591 (citation omitted). "[T]he trial court has broad
23 discretion when determining whether to accept review." *Id.* (citation omitted).

1 Courts only review arbitration decisions for illegality when considering
2 constitutional writs. As the court of appeals explained:

3 We have reviewed administrative decisions not only for whether the
4 decision was outside the decision maker's authority, but also for whether .
5 . . it was arbitrary and capricious. A review of an arbitration decision for
6 whether it was arbitrary and capricious would require an examination of the
7 merits. Because we do not review the merits of arbitration decisions, we
8 decline to apply this standard here.

9 *Clark Cnty. Public Util. Dist. No. 1 v. Int'l Brotherhood of Elec. Workers*, 150 Wn.2d 237,
10 246-47, 76 P.3d 248 (2003) (internal citation omitted). Moreover, "[w]hen reviewing an
11 arbitration proceeding, an appellate court does not reach the merits of the case," because
12 "[t]he common law arbitration standard, applicable when judicial review is sought outside
13 of any statutory scheme or any provision in the parties' agreement, requires this extremely
14 limited review." *Id.* at 245 (citation omitted). Thus, the Court will only review the Petition
15 for allegations which if verified establish that Arbitrator Beauvais's decision was illegal.

16 "[A]n arbitrator's award is illegal if it exceeds the authority granted to the arbitrator
17 by the parties' contract." *Clark Cnty.*, 150 Wn.2d at 247. "Illegality . . . refers to the
18 arbitrator's jurisdiction and authority," and "[t]hus, an alleged error of law is insufficient
19 to invoke the court's constitutional power of review." *Klickitat v. Beck*, 104 Wn. App. 453,
20 459, 16 P.3d 692 (2001) (citations omitted). "[E]xceptional deference is given to the
21 decision of arbiters, particularly in the context of labor relations." *Department of*
22 *Agriculture*, 65 Wn. App. at 515 (citation omitted). "Arbiters are under no obligation even
23 to give reasons for their awards." *Id.* (citation omitted). Additionally, "Courts will not
24 overturn the arbitrator's remedy when it is drawn from the essence of the collective
25 bargaining agreement." *Clark Cnty.*, 150 Wn.2d at 249 (citation omitted). Here, Arbitrator
Beauvais had the power to interpret and apply the CBA's express terms and the CBA
provided for an award in connection with any arbitrable difference. Dkt. 19 at 295-96.

1 Given that Arbitrator Beauvais interpreted CBA provisions to conclude that the County
2 deprived the bargaining unit of members and diluted the union's bargaining power,
3 Arbitrator Beauvais was exercising their power under the CBA, the remedy drew from the
4 CBA's essence to address dilution, Arbitrator Beauvais did not exceed their authority, the
5 award was not illegal, and thus the Court denies the County's request for a constitutional
6 writ.

7 The Court denies the Petition and the matter is dismissed.

8 IT IS SO ORDERED.

9 DATED January 22, 2026.

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11 _____
12 David S. Keenan
13 Chief Civil Judge
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**King County Superior Court
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