

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

ORDINANCE NO. 1343

Ordinance Requiring that Organizations that Contract with Multnomah County for Janitorial, Security, or Industrial Laundry Service to Enter into Labor Harmony Agreements.

(Language ~~stricken~~ is deleted; underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- A. The Multnomah County Board of Commissioners acts as the Multnomah County Public Contract Review Board pursuant to ORS 279.055.
- B. The County has proprietary interests in avoiding picketing, work stoppages, boycotting, strikes, and other economic interference that disrupts the performance of contracted janitorial, security, or industrial laundry services.
- C. The local markets for janitorial, security, and laundry services have experienced labor force instability in recent years. Security guards at the Port of Portland nearly went on strike in 2012. In 2016, a strike by 2,000 Portland-area janitors was only narrowly averted through negotiations and a settlement with their employers. In 2017, workers at New System Laundry in NE Portland went on strike for a wage increase and affordable health insurance; and the County's Behavioral Health Resource Center was disrupted by problems with janitorial and security contractors in 2023. In addition, in the last 2 years, janitors, security officers, and laundry workers authorized or launched strikes around the country, including in Washington, California, Colorado, Maryland, Minnesota, New Jersey, and Pennsylvania.
- D. This ordinance addresses and mitigates risk to the County of labor strife disrupting service provision to the County by janitorial, security, or industrial service contractors.
- E. This ordinance is intended to apply to all County contracts for janitorial, security, or industrial laundry services, including, but not limited to, contracts with an Oregon Forward contractor.
- F. The Multnomah County Board adopted Resolution No. 2021-081, which resolved:
 - a. To affirm the following principles:
 - Having a stable and well supported workforce in the behavioral health and early learning fields is critical for the delivery of services to our clients.
 - Avoiding labor management conflicts and disruption of services in these areas is vital to ensuring consistent and quality services.
 - b. That implementing a Multnomah County labor harmony initiative is a critical step in upholding these principles.
 - c. To support the Chair's direction to conduct a review of [a pilot labor harmony policy] initiative within 24 months.

G. Multnomah County Executive Rule 395 establishes the policy that:

“Contracts with providers of critical services in the Behavioral Health and Preschool and Early Learning Divisions to the County shall contain a provision to operationalize the County’s labor harmony policy by requiring that the services provided to these divisions not be interrupted or disrupted by union or labor organization activities by the provider’s employees or workforce, and requiring that service providers sign a “Project-Labor Agreement” with applicable unions or organizers.”

H. County administrative procedure PUR-8 incorporated Multnomah County Executive Rule 395, and states that:

“Certain contracts with providers of critical services to the County should contain a provision that stipulates that there be no interruption or disruption to those services due to union or labor organization activities by the provider’s employees or workforce, and that requires service providers to sign a project-labor agreement with applicable unions or organizers.”

THEREFORE, Multnomah County Ordains as Follows:

Section 1. MCC § 7.009 is added:

§ 7.009 LABOR HARMONY.

Contracts to provide the County with janitorial, security, or industrial laundry services must contain a labor harmony provision.

(A) For the purposes of this subsection, a labor harmony provision will:

- (1) Require service contractors to obtain a labor harmony agreement with any labor organization, as defined by 29 U.S.C. §152(5), that represents employees providing similar services in the states of Oregon or Washington and that represents or seeks to represent any workforce members who are or will be performing work to carry out the County contract. The labor harmony agreement:
 - (a) Must be effective for the duration of the service contract,
 - (b) Need only apply to the provision of County services, and
 - (c) Must contain a provision in which the labor organization, for itself and its members, agrees to refrain from engaging in any picketing, work stoppages, boycotting strikes, or any other economic interference that disrupts the contractor’s provision of services to the County.
- (2) Include a remedy, such as a liquidated damages provision, that compensates the County in the event that the contractor fails to comply with the labor harmony provision.

- (3) Include a provision allowing the County to terminate the contract for the contractor's failure to comply with the labor harmony provision.
- (B) A contract is excepted from the requirement of 7.009(A) upon demonstration of the following:
 - (1) No labor organization response:
 - (a) The contractor does not have an exclusive bargaining representative representing its employees who may be performing work on the service contract, and
 - (b) The contractor gave written notice to all labor organizations that represent employees providing similar services in the states of Oregon or Washington or that represent any group of the contractor's employees who are or will be involved in providing such services of its desire to jointly develop labor harmony, and the labor organizations failed to respond within three (3) weeks or stated in writing that they are not seeking to become the exclusive representative of the contractor's employees, and
 - (c) The contractor certifies that it has no reason to believe a labor dispute will occur for the term of the contract.
 - (2) Labor organization rejects labor harmony: The contractor follows the notification procedures set out in 7.009(C)(1) and labor organization(s) respond that they do not wish to negotiate labor harmony. The contractor must provide the County with written evidence of the response. The contractor must demonstrate that it has a written plan for continuation of services in the event of economic interference by a labor organization.
 - (3) County exemption: Written determination by the Director that applying the labor harmony requirements of this subsection to a particular contract or subcontract would preclude the County from efficiently procuring services or would otherwise be inconsistent to the purposes of this subsection.
- (C) The Director will determine whether an exception in 7.009(B) applies.

- (D) Nothing in this subsection requires a contractor to recognize a particular labor organization or to enter into a collective bargaining agreement establishing the substantive terms and conditions of employment. Nor does this subsection enact or express any generally applicable policy regarding labor/management relations, or seek to regulate those relations in any way, or to provide a preference for any outcome in the determination of employee preference regarding union representation.

FIRST READING:

7.16.26

SECOND READING AND ADOPTION:

7.23.26



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jessica Vega Pederson

Jessica Vega Pederson, Chair

REVIEWED:

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SUBMITTED BY: