

MULTNOMAH COUNTY, OREGON
EXECUTIVE RULE NO. 395

Requiring Multnomah County to Create a Pilot for a Labor Harmony Policy to Minimize Disruptions in the Provision of Services.

1. The Multnomah County Board of Commissioners acts as the Multnomah County Public Contract Review Board pursuant to ORS 279.055.
2. In accordance with Multnomah County Resolution 2021-081, the Multnomah County Board of Commissioners believes that piloting a labor harmony policy in the County's Behavioral Health Division and new Preschool and Early Learning Divisions will help minimize disruptions and ensure services are continually provided to our clients.
3. The County has an interest as an entity contracting for services in these areas when workers are safe, well compensated, and have adequate benefits, that contracts are executed more efficiently and in a more desirable fashion. Workers in these areas are particularly vulnerable to poverty wages, wage theft, increased risk of safety and health hazards, retaliation for asserting their rights on the job, and other work-related problems. As a result and therefore, the County has an interest in ensuring these issues are addressed by entities contracting for County business.

NOW, THEREFORE, the following Executive Rule is adopted:

- A. It is the policy of Multnomah County 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.

- B. Consistent with applicable County policy and practices, the Central Purchasing Manager is directed to include a labor harmony provision in all County contracts with providers of critical services in the Behavioral Health and Preschool and Early Learning Divisions. Exhibit A, attached hereto, provides a template for that provision.

Dated this 15th day of November, 2021.


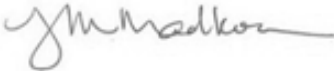
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| <p>FOR THE MULTNOMAH COUNTY CHAIR</p> <p></p> <p>By: _____</p> <p>Deborah Kafoury, County Chair</p> | <p>REVIEWED:</p> <p>COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON:</p> <p></p> <p>By: _____</p> <p>Jenny M. Madkour, County Attorney</p> |
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Exhibit A
Labor Harmony Clause

1. **Labor Harmony.** Consistent with Multnomah County Board Resolution 2021-081, Contractor covenants that the Services will not be interrupted or disrupted due to union or labor organization activities by its employees or workforce, and that its employees or workforce providing Services to the County will be able to work in labor harmony in order to protect County's proprietary and economic interests. In order to comply with this provision:

a. Upon request and as allowed by law, Contractor will provide to an organization of any kind, or an agency or employee representation committee or plan, in which employees may participate and which exists for the purpose, in whole or in part, of dealing with Contractor's employees or workforce concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work ("Labor Organization"), a list of the names and contact information for its employees or workforce performing the Services.

b. Contractor shall have in place, at all required times, a project-labor agreement ("PLA") with any Labor Organization which requests a PLA.

c. The PLA shall include a binding and enforceable provision prohibiting the Labor Organization and its members from engaging in picketing, work stoppages, boycotts, or any other economic interference for the duration of the PLA, which must include the entire term of any agreement with any Services subcontractor.

d. Upon County's request, Contractor will submit a certification, signed by Contractor and any Labor Organizations, indicating the parties have entered into a PLA.

e. In the event that Contractor and a Labor Organization are unable to agree to a PLA within 60 days of the Labor Organization's written request, they shall submit the dispute to a mutually agreed upon mediator to assist the parties in reaching a reasonable PLA. In the event that Contractor and the Labor Organization are unable to reach a reasonable, PLA through mediation, the parties will submit the dispute for arbitration in accordance with the commercial arbitration rules of the Arbitration Services of Portland, Inc., then in effect, and judgment on the award may be entered in any court having jurisdiction.

f. Contractor must continue to provide the Services during any negotiation, mediation, or arbitration relating to a PLA conducted pursuant to this section.

g. In the event County determines it necessary for public safety or the efficient operation of the program(s) benefitting from the Services to take responsive actions resulting from Contractor's failure to comply with this section, County shall have the authority to require Contractor to reimburse County for all reasonable costs incurred. If Contractor's failure to comply with this section results in the Agreement's termination, in addition to the remedies available to County under **Sections 6 and 7**, County will be entitled to seek a liquidated damage equal to 1.5 times the costs incurred by County to cover the Services not performed by Contractor.

h. Nothing in this section shall be construed as requiring Contractor, through arbitration or otherwise, to change terms and conditions of employment for its employees, recognize a Labor Organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a Labor Organization.

i. Nothing in this section requires a contractor or subcontractor to recognize a particular Labor Organization or to enter into a collective bargaining agreement establishing the substantive terms and conditions of employment. Nor is this section intended to enact or express any generally applicable policy regarding labor/management relations, or to regulate those relations in any way, or to provide a preference for any outcome in the determination of employee preference regarding union representation.