
MERC Commission Meeting

January 3, 2024
12:30 pm

Oregon Convention Center
Room F150

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August 2016

Karis Stoudamire-Phillips
Chair

Damien Hall
Vice chair

Deidra Krys-Rusoff
Secretary-treasurer

Dañel Malán

Deanna Palm

David Penilton

Metropolitan Exposition Recreation Commission

Meeting Agenda

January 3, 2024

12:30 to 2:30 p.m.

Oregon Convention Center Room F150

Zoom | Webinar ID: 876 0728 2304

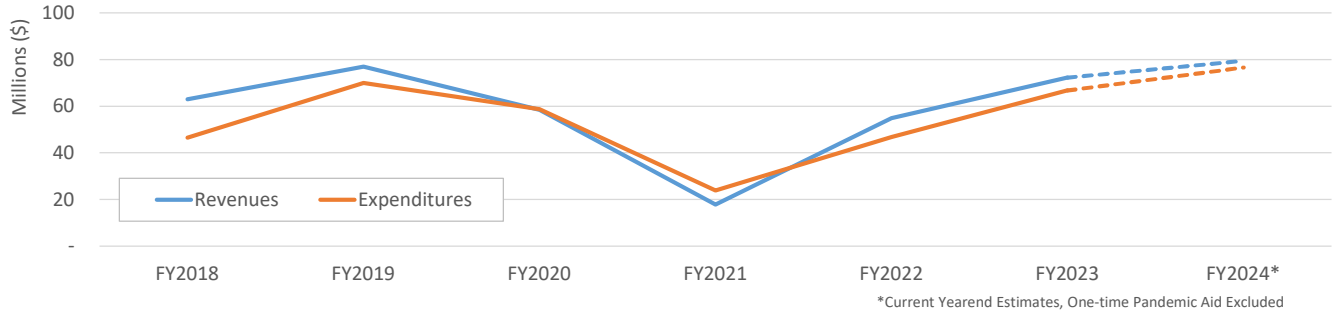
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|-------------------|--|
| 12:30 p.m. | Call to Order and Roll Call |
| 12:35 | Citizen Communication |
| 12:40 | Commission / Council Liaison Communications |
| 12:45 | General Manager Communications
Steve Faulstick |
| 12:50 | Financial Update
Brian Kennedy |
| 12:55 p.m. | Venue Business Reports
Matthew P. Rotchford, Craig Stroud, Robyn Williams |
| 1:15 | Consent Agenda <ul style="list-style-type: none">Record of MERC Actions December 6, 2023 |
| 1:20 | Action Agenda <ul style="list-style-type: none">For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1. Christina Longo |
| 1:35 p.m. | Travel Portland Quarterly Report
Jeff Miller, James Jessie, Angela Nelson |
| 2:10 | Expo Future Update
Paul Slyman, Stephanie Redman |

MERC Commission Meeting

January 3, 2024
12:30 pm

Financial Report

Metropolitan Exposition Recreation Commission Venues

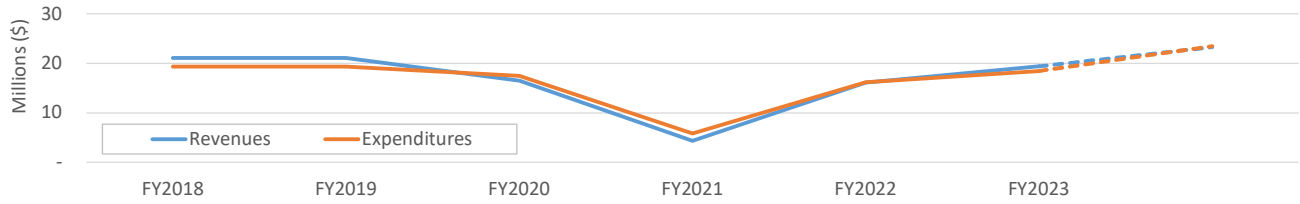


OPERATIONS	Current Fiscal Year 2023-24					Prior Fiscal Year	
	Adopted Budget	Actual thru Nov. 2023 (41.7% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Nov. 2023	Actual thru Nov. 2022	Year-End Actual
REVENUES							
Charges for Services	51,608,931	21,776,649	57,836,169	6,227,238	42%	16,527,062	51,016,657
Local Government Shared Revenues	19,347,671	4,876,667	19,347,671	-	25%	4,902,584	17,903,034
Contributions from Governments	1,119,400	-	1,119,400	-	0%	-	1,053,584
Contributions from Private Sources	190,955	-	45,000	(145,955)	0%	10,000	128,557
Grants	-	3,400	-	-	-	-	486,303
Interest Earnings	640,887	532,498	994,019	353,132	83%	202,398	982,854
Miscellaneous Revenue	158,396	50,487	124,881	(33,515)	32%	48,361	207,479
Transfers-R	-	-	-	-	-	480,000	480,000
REVENUE TOTAL	73,066,240	27,239,701	79,467,140	6,400,900	37%	22,170,405	72,258,467
EXPENDITURES							
Personnel Services	30,050,465	9,375,995	28,080,006	(1,970,459)	31%	7,321,985	22,255,906
Materials and Services	36,664,250	12,743,165	37,788,625	1,124,375	35%	9,562,272	34,728,315
Transfers-E	10,801,221	5,077,195	10,727,535	(73,686)	47%	4,626,710	9,750,358
EXPENDITURE TOTAL	77,515,936	27,196,355	76,596,166	(919,770)	35%	21,510,967	66,734,579
Operating Margin							
Amount (\$)	(4,449,696)	43,346	2,870,974			659,438	5,523,889
Percent (%)	-6.1%	0.2%	3.6%			3.0%	7.6%

CAPITAL PROJECTS	Current Fiscal Year 2023-24					Prior Fiscal Year	
	Adopted Budget	Actual thru Nov. 2023 (41.7% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Nov. 2023	Actual thru Nov. 2022	Year-End Actual
REVENUES							
Contributions from Private Sources	1,465,000	-	1,465,000	-	0%	-	40,000
Local Government Shared Revenues	1,453,359	-	811,958	(641,401)	0%	-	811,295
Contributions from Governments	-	-	-	-	-	700,000	850,000
Transfers-R	300,000	-	-	(300,000)	0%	200,000	123,279
REVENUE TOTAL	3,218,359	-	2,276,958	(941,401)	0%	900,000	1,824,574
EXPENDITURES							
Oregon Convention Center	8,434,843	1,277,014	7,239,351	(1,195,492)	15%	587,654	1,704,586
Portland's	3,220,685	1,494,947	6,025,511	2,804,826	46%	639,452	2,191,066
Portland Expo	1,962,500	64,636	1,765,000	(197,500)	3%	23,279	39,212
EXPENDITURE TOTAL	13,618,028	2,836,598	15,029,862	1,411,834	21%	1,250,385	3,934,863

FY2022-23 Beginning Fund Balance	43,926,575
Projected Change in Fund Balance	(9,881,930)
Projected Ending Fund Balance	34,044,645

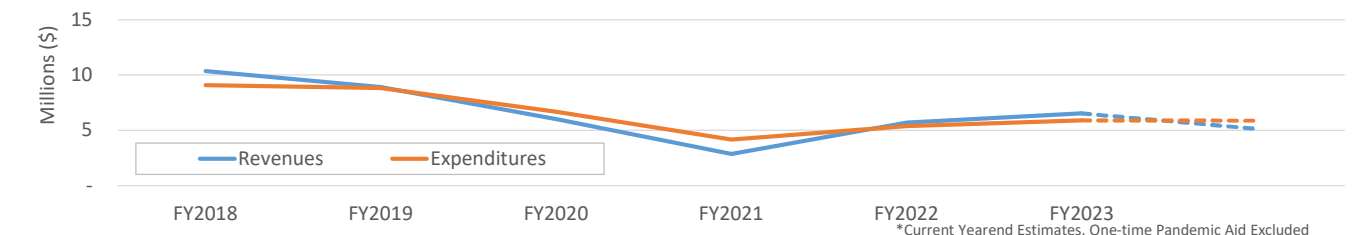
PORTLAND'S PERFORMING ARTS VENUES



*Current Yearend Estimates, One-time Pandemic Aid Excluded

Current Fiscal Year 2023-24						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Nov. 2023 (41.7% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Nov. 2023	Actual thru Nov. 2022	Year-End Actual
REVENUES							
Charges for Services							
Ticket Services	6,402,534	2,839,301	6,537,031	134,497	44%	2,098,796	6,236,754
Production Services	3,348,000	849,421	3,059,872	(288,128)	25%	828,384	2,658,091
Booking & Sales	2,200,000	892,118	2,817,502	617,502	41%	709,832	1,973,980
Promoted Shows (P5 Presents)	1,532,500	427,065	2,409,646	877,146	28%	102,181	739,537
Addmissions	2,427,088	472,990	1,940,479	(486,609)	19%	380,146	1,229,317
Food & Beverage	1,497,160	624,383	1,497,160	-	42%	416,954	1,345,990
All Other	816,485	700,999	1,068,330	251,845	86%	520,911	1,604,259
Local Government Shared Revenues							
Lodging Excise Tax	1,603,971	480,357	1,603,971	-	30%	480,487	1,513,179
Visitor Facilities Trust Account	570,000	-	570,000	-	0%	-	494,000
Contributions from Governments	1,119,400	-	1,119,400	-	0%	-	1,053,584
Contributions from Private Sources	190,955	-	45,000	(145,955)	0%	10,000	10,000
Grants	-	-	-	-	-	-	7,000
Interest Earnings	176,000	286,547	529,132	353,132	163%	98,481	468,637
Miscellaneous Revenue	63,895	4,415	52,605	(11,290)	7%	(13)	46,205
REVENUE TOTAL	21,947,988	7,577,596	23,250,128	1,302,140	35%	5,646,156	19,380,532
EXPENDITURES							
Administration	1,311,678	541,575	1,337,059	25,381	41%	510,003	1,230,415
Sales & Promotion							
Booking & Sales	494,770	160,847	502,115	7,345	33%	132,724	436,527
Marketing & Advertisement	419,046	127,049	419,046	-	30%	140,451	389,644
Promoted Shows (P5 Presents)	1,348,008	442,586	1,348,008	-	33%	99,754	736,037
Culture & Community	684,829	205,908	669,928	(14,901)	30%	83,101	292,331
Facility Operations							
Maintenance & Custodial	4,929,245	1,801,056	4,950,123	20,878	37%	1,324,697	4,565,714
Security	1,287,644	315,617	1,305,117	17,473	25%	266,892	682,313
Event Services							
Event Coordination	1,275,835	297,246	1,303,708	27,873	23%	206,153	645,196
Production Services	3,451,503	1,026,419	3,479,227	27,724	30%	841,768	3,170,595
Front of House	2,227,853	560,255	2,049,543	(178,310)	25%	296,649	1,342,008
Volunteer Services	143,778	46,235	124,678	(19,100)	32%	39,006	102,938
Ticket Services	2,582,571	1,116,519	2,628,268	45,697	43%	823,968	2,337,523
Food & Beverage	100,000	3,351	25,137	(74,863)	3%	8,357	13,265
Non-Dept. (Ctrl Svcs. & VFTA Exp.)	3,353,963	1,397,485	3,317,162	(36,801)	42%	1,041,610	2,492,855
EXPENDITURE TOTAL	23,610,723	8,042,149	23,459,118	(151,605)	34%	5,815,133	18,437,361
Operating Margin							
Amount (\$)	(1,662,735)	(464,554)	(208,990)			(168,977)	943,170
Percent (%)	-7.6%	-6.1%	-0.9%			-3.0%	4.9%
FY2023-24 Capital Projects							
	Adopted Budget	Actual thru Nov. 2023 (41.7% of the	Year-End Estimate	Over / (Under) Budget	% Budget thru Nov. 2023	Actual thru Nov. 2022	Year-End Actual
REVENUES	500,000	-	500,000	-	0%	700,000	850,000
EXPENSES	3,220,685	1,494,947	6,025,511	2,804,826	46%	639,452	2,191,066
NET	(2,720,685)	(1,494,947)	(5,525,511)			60,548	(1,341,066)
FY2023 Capital Projects							
FY2022-23 Beginning Fund Balance			14,274,666				
Projected Change in Fund Balance			(5,734,501)				
Projected Ending Fund Balance			8,540,165				

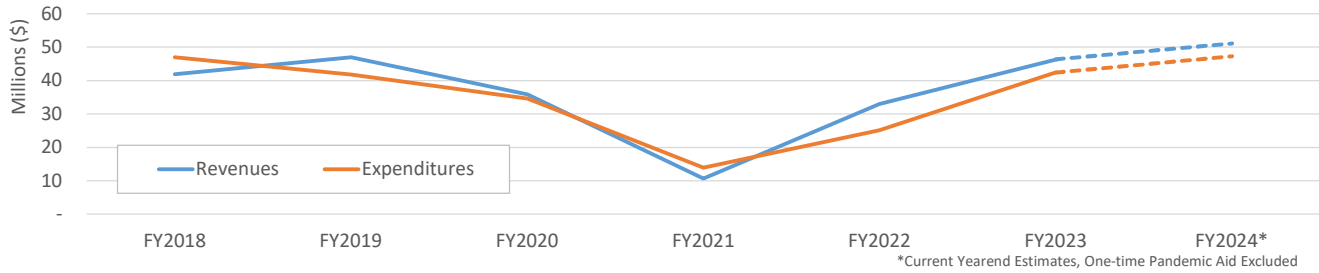
PORTLAND EXPO CENTER



Current Fiscal Year 2023-24						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Nov. 2023 (41.7% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Nov. 2023	Actual thru Nov. 2022	Year-End Actual
REVENUES							
Charges for Services							
Food & Beverage	494,240	93,304	494,240	-	19%	158,045	523,464
Facility Rentals	1,793,982	561,773	1,612,126	(181,856)	31%	730,770	2,062,015
Parking Revenue	1,504,606	468,163	1,441,865	(62,741)	31%	681,837	1,738,556
All Other	1,165,656	360,966	1,085,946	(79,710)	31%	444,228	1,189,257
Local Government Shared Revenues							
Visitor Facilities Trust Account	431,250	-	431,250	-	0%	-	373,750
Interest Earnings	61,527	31,340	61,527	-	51%	15,830	66,987
Miscellaneous Revenue	77,500	13,768	-	(77,500)	18%	24,206	97,622
Transfers-R	-	-	-	-		480,000	480,000
REVENUE TOTAL	5,528,761	1,529,315	5,126,954	(401,807)	28%	2,534,916	6,531,651
EXPENDITURES							
Administration	596,056	219,936	531,851	(64,205)	37%	205,755	473,977
Sales & Marketing	367,630	124,390	386,509	18,879	34%	91,152	268,931
Facility Operations	2,387,823	510,105	1,461,159	(926,664)	21%	520,818	1,916,275
Special Services	551,847	178,348	533,195	(18,652)	32%	154,727	448,409
Event Coordination	442,416	152,149	431,808	(10,608)	34%	153,026	410,012
Admissions	82,865	19,836	68,290	(14,575)	24%	18,990	71,661
Ticket Services	180,305	116,516	196,924	16,619	65%	48,989	145,413
Food & Beverage	41,000	2,969	5,000	(36,000)	7%	2,157	18,666
Parking	349,308	105,072	352,533	3,225	30%	122,978	283,563
Non-Dept. (Central Svcs. & Debt)	1,906,222	1,370,950	1,906,222	-	72%	1,341,840	1,866,679
EXPENDITURE TOTAL	6,905,472	2,800,270	5,873,492	(1,031,980)	41%	2,660,432	5,903,586
	Operating Margin					Operating Margin	
Amount (\$)	(1,376,711)	(1,270,955)	(746,537)			(4,165,029)	628,066
Percent (%)	-25%	-83%	-15%			-239.6%	9.6%

FY2023-24 Capital Projects						FY2023 Capital Projects	
	Adopted Budget	Actual thru Nov. 2023	Year-End Estimate	Over / (Under) Budget	% Budget thru Nov. 2023	Actual thru Nov. 2022	Year-End Actual
REVENUES	1,058,004	-	574,503	(483,501)	0%	200,000	568,926
EXPENSES	1,962,500	64,636	1,765,000	(197,500)	3%	23,279	39,212
NET	(904,496)	(64,636)	(1,190,497)			176,721	529,715
FY2022-23 Beginning Fund Balance			3,303,758				
Projected Change in Fund Balance			(1,937,034)				
Projected Ending Fund Balance			1,366,724				

OREGON CONVENTION CENTER



Current Fiscal Year 2023-24						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Nov. 2023 (41.7% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Nov. 2023	Actual thru Nov. 2022	Year-End Actual
REVENUES							
Charges for Services							
Food & Beverage	13,104,532	7,878,808	18,551,324	5,446,792	60%	4,948,053	15,677,933
Facility Rentals	5,759,734	2,223,289	5,759,734	-	39%	1,883,232	5,123,481
Parking Revenue	2,312,500	613,653	2,312,500	-	27%	520,837	1,720,715
All Other (AV, Utility Svcs. Etc.)	7,249,914	2,770,416	7,248,414	(1,500)	38%	2,102,858	7,193,310
Local Government Shared Revenues							
Lodging Excise Tax	14,901,200	4,396,310	14,901,200	-	30%	4,422,098	13,926,355
Visitor Facilities Trust Account	1,841,250	-	1,841,250	-	0%	-	1,595,750
Contributions from Private Sources	-	-	-	-		-	118,557
Grants	-	3,400	-	-		-	479,303
Interest Earnings	403,360	214,610	403,360	-	53%	88,087	447,229
Miscellaneous Revenue	17,001	32,304	72,276	55,275	190%	24,168	63,652
REVENUE TOTAL	45,589,491	18,132,790	51,090,058	5,500,567	40%	13,989,333	46,346,285
EXPENDITURES							
Administration	1,852,143	684,703	1,859,846	7,703	37%	506,367	1,276,339
Strategy & Business Development							
Marketing & Sales	6,583,516	1,968,950	6,623,407	39,891	30%	2,606,868	6,621,970
Admissions	369,878	87,251	369,878	-	24%	79,797	239,974
Ticket Services	69,617	3,128	47,109	(22,508)	4%	3,218	24,553
Guest Experience	682,357	134,413	627,107	(55,250)	20%	94,396	322,747
Parking	1,634,743	190,171	1,101,303	(533,440)	12%	73,190	590,592
Facilities & Operations							
Facility Management	6,131,119	1,744,029	5,061,655	(1,069,464)	28%	1,317,082	5,692,759
Utility Services	1,108,350	380,115	1,107,058	(1,292)	34%	366,407	1,475,190
Audio Visual	2,879,543	859,853	2,932,677	53,134	30%	351,000	1,798,512
Telecommunications	729,284	219,778	651,678	(77,606)	30%	174,640	590,471
Event Services							
Setup	4,323,569	1,520,827	4,008,841	(314,728)	35%	1,066,243	3,116,804
Event Operations	1,453,200	457,534	1,564,231	111,031	31%	362,715	1,070,157
Public Safety	2,340,121	836,442	2,347,149	7,028	36%	546,675	1,729,285
Food & Beverage	10,562,515	4,957,981	12,718,716	2,156,201	47%	3,238,546	11,808,204
Non-Dept. (Ctrl Svcs. & VFTA Exp.)	6,279,786	2,308,760	6,242,901	(36,885)	37%	2,248,260	6,036,074
EXPENDITURE TOTAL	46,999,741	16,353,935	47,263,556	263,815	35%	13,035,402	42,393,632

Operating Margin			
Amount (\$)	(1,410,250)	1,778,855	3,826,502
Percent (%)	-3.1%	9.8%	7.5%

Operating Margin	
953,931	3,952,653
6.8%	8.5%

FY2023-24 Capital Projects					
	Adopted Budget	Actual thru Nov. 2023	Year-End Estimate	Over / (Under) Budget	% Budget thru Nov. 2023
REVENUES	1,660,355	-	620,518	(1,039,837)	0%
EXPENSES	8,434,843	1,277,014	7,239,351	(1,195,492)	15%
NET	(6,774,488)	(1,277,014)	(6,618,833)		

FY2023 Capital Projects	
Actual thru Nov. 2022	Year-End Actual
-	405,648
587,654	1,704,586
(587,654)	(1,298,938)

FY2022-23 Beginning Fund Balance	22,934,551
Projected Change in Fund Balance	(2,792,331)
Projected Ending Fund Balance	20,142,220

MERC Commission Meeting

January 3, 2024
12:30 pm

Consent Agenda

Metropolitan Exposition Recreation Commission

Record of MERC Commission Actions

December 6, 2023

Oregon Convention Center – Room F150 | Zoom Webinar ID: 856 1979 7028

Present:	Karis Stoudamire-Phillips, Damien Hall, Deidra Krys-Rusoff, Dañel Malán, Deanna Palm, David Penilton
Absent:	none
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Stoudamire-Phillips at 12:34.
1.0	Quorum Confirmed A quorum of Commissioners was present.
2.0	Opportunity for Public Comment on Agenda and Non-Agenda items <ul style="list-style-type: none">N/A
3.0	Commission and Council Communications <ul style="list-style-type: none">Commissioner Penilton shared out from the last Expo Future Sports and Facilities committee meeting and thanked the co-chairs for their workCommissioner Krys-Rusoff highlighted the successful Expo holiday show event and the recent FAM events she participated in.Chair Stoudamire-Phillips was pleased with the recent series of FAM events as well.Chair Stoudamire-Phillips shared David Martinez has moved to Palm Springs and November was his last MERC meeting. He was thanked for his expertise and service to MERC. We are working with the city to identify the next MERC nomination.Councilor Rosenthal shared that the Regional Transportation Plan was passed last Thursday which will allow for additional funding for local projects. The zoo shared they recently welcomed a new baby rhino.
4.0	GM Communications Steve Faulstick provided the following updates: <ul style="list-style-type: none">The Expo staff harvested their second batch of honey from the Expo Bee project that yielded 120lbs.A group of venues / Expo Future staff are traveling to Spokane tomorrow to tour the Podium facility.The Expo Future project has hired Start Consulting as their community engagement consultant.Hunden Partners, the sports feasibility consultant for the project has submitted their first deliverable on demographics and market analysis.Adley Rutschman of the Baltimore Orioles will host a free baseball clinic for kids at the Portland Expo Center this Saturday.The P5 cooling tower project is projected to conclude in early January.Highlighted Heather Wilton, P5 booking manager, for her work to make P5 presents so successful this year.OCC continues their work around safety and security issues in the neighborhood and will be providing updates early next yearThe new MERC finance manager, Ashley Sloan will start Dec 18.
5.0	Keller Project Update Karl Lisle <ul style="list-style-type: none">Commissioner Malán suggested Llyod center as the best option for Keller relocation noting location, local arts community support and existing underground parking. It was also highlighted that PSU may not have adequate internal support to take on this project and noted that remodeling could have devastating effects for P5.Chair Stoudamire-Phillips asked where the Lloyd Center Group was from. Lisle responded they are based out of Seattle.

	<ul style="list-style-type: none"> Commissioner Hall asked if a potential land swap would be considered if a new location was identified for the Keller. Lisle responded that the current site, in relationship to the fountain is of civic importance and will need to be considered in any future land negotiation. Counselor Rosenthal asked about the different partnerships needed in each scenario under consideration. Lisle noted they all bring different opportunities and can see any / all the options being a good solution. The challenge will be to effectively lay out the pros and cons to each and to help folks fully understand the options. It is too early to know how the project will affect P5 operations.
6.0	<p>Consent Agenda</p> <ul style="list-style-type: none"> Record of MERC Actions, November 1, 2023 <p>A motion was made by Commissioner Palm and seconded by Commissioner Penilton, to approve the Consent Agenda.</p> <p>VOTING: AYE: 6 (Stoudamire-Phillips, Hall, Krys-Rusoff, Malán, Palm and Penilton) NAY: 0</p> <p>Montion passed</p>
7.0	<p>Action Agenda</p> <ul style="list-style-type: none"> Resolution 23-06: To approve the Portland Expo Center scheduling and booking policies and procedures. Matthew Rotchford <ul style="list-style-type: none"> Commissioner Malán asked if Cirque du Soleil will now become a second tier booking priority. Rotchford noted Cirque could be interpreted as an artistic / athletic event considered for first priority tier or second priority as a live entertainment / concert event. Commissioner Krys-Rusoff highlighted that the difference between a Cirque year and non-Cirque year means we are either in the black or the red so it will be important to keep that in mind with future booking decisions. When does the policy go into effect? Rotchford responded upon approval. Commissioner Krys-Rusoff noted that MERC remains focused on revenue and shared concerns for putting our biggest revenue generators into a less desirable position. Rotchford noted their legacy groups are defined in the policy and all the legacy groups have secured their dates for the next 3 years with a 180-day mutual cancelation clause. Commissioner Krys-Rusoff highlighted the IBR project and its future impacts on Expo and wants to ensure we are allowing ourselves maximum flexibility to navigate potentially complicated next steps. <p>A motion was made by Commissioner Palm and seconded by Commissioner Malán, to approve Resolution 23-06.</p> <p>VOTING: AYE: 6 (Stoudamire-Phillips, Hall, Krys-Rusoff, Malán, Palm and Penilton) NAY: 0</p> <p>Resolution 23-06 passed</p>
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 1:20 p.m.</p>

Minutes submitted by Amy Nelson.

MERC Commission Meeting

January 3, 2024
12:30 pm

Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. #24-01

For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1.

WHEREAS, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IUOE have negotiated in good faith; and

WHEREAS, the parties have reached an agreement for a thirty month collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on December 15, 2023; and

WHEREAS, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

- 1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on January 3, 2024.

Approved as to form:

Carrie MacLaren, Metro Attorney

Chair

By: _____

Nathan A. S. Sykes, Deputy Metro Attorney

Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers, Local 701-1.

Resolution No.: 24-01 **Presented by:** Christina Longo, Labor and Employee Relations Supervisor

Date: January 3, 2024

Background and Analysis:

The MERC – IOUE 701-1 collective bargaining agreement represents a contract of the terms and conditions of employment for Utility Leads, a Utility Maintenance Technician, and Event Custodians working at Portland's Centers for the Performing Arts (Portland's) and support the Portland's venues by maintaining clean and safe environments, ensuring a positive experience for patrons and clients. The current collective bargaining agreement between MERC and IOUE 701-1 expired on December 31, 2023.

Management entered into a discussion with the Union on November 20, 2023 to renew the contract. Negotiations continued in an efficient and productive manner and tentative agreement was reached on December 6, 2023. IOUE 701-1 membership unanimously ratified this agreement on December 15, 2023.

This staff report and resolution are respectfully submitted to ratify the contract between IOUE 701-1 and MERC/Metro for the period January 1, 2023 through June 30, 2026. This thirty-month agreement contains the following key economic elements:

Wages

Annual Adjustments for all job classifications:

Effective July 1, 2024, wages will be increased by 3.0%.

Effective July 1, 2025, wages will be increased by 2.5%.

The wage scale for all classification increased from a two-step scale to a seven-step scale.

Renewal

Terms of Agreement will automatically renew if neither party gives notice to renegotiate.

Short range fiscal impact: There is sufficient budget allocation in the remaining FY 2023-2024 Budget to accommodate the proposed contract changes.

Long range fiscal impact: The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

Recommendation: Recommend approval of Resolution No. 24-01 which states the MERC Commission approves ratification of the contract.

COLLECTIVE BARGAINING AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 701-1

Effective January 1, ~~2021~~ 2024 - ~~December 31, 2023~~ June 30, 2026

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Preamble

This agreement is entered into by the Metropolitan Exposition-Recreation Commission, an appointed Commission of Metro, hereafter referred to as the "Employer," ~~METRO~~, and the International Union of Operating Engineers, Local Union No. 701-1, AFL-CIO, hereafter referred to as the "Union," for the purpose of governing the wages and related fringe benefits, hours of work, and conditions of employment for employees covered by this Agreement for the term specified herein.

The provisions of this Agreement shall will be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity or expression, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

Except as otherwise provided by law, regulation, or grant provisions, the parties agree as follows:

Article 1: Recognition

Employees covered by this Agreement shall will be Event Custodians, ~~who are part time or full time and the~~ Utility Maintenance Technicians, and Utility Leads ~~who are full time in full-time, part time, and variable hour positions~~. Employees covered in this Agreement work at the Portland Center for the Performing Arts which include the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall.

Article 2: Definitions

Probation: Newly hired full-time employees shall will be considered probationary employees for six months from the first day worked. The probationary period for part-time employees shall will be a minimum of 400 hours. An employee's probationary period shall will be extended by the number of days an employee is on leave. Probation is considered as an extension of the hiring process. Probationary employees work at the will of the Employer and may not invoke the grievance procedure in this agreement for matters of discipline up to and including termination.

Provided there is no pending disciplinary action, Union employees promoted to non-Union positions may voluntarily return to their Union position in the previously held classification at the same step in their range at any time during the promotional probation period. If an employee has not completed probation in their previously held position, they must do so. Such voluntary return shall will not reflect discredit on the employee.

Full-Time: A position which is designated as a 1.00 full-time employee in the adopted ~~MERC Commission Employer~~ budget, and which typically consists of forty hours per week. However, nothing in this Agreement shall will be construed as a guarantee of hours worked per week or per day for full-time employees.

Full-time employees ~~approved by the MERC Commission~~ are entitled to pay, insurance, vacation, sick leave, other leaves, holidays, and retirement as described in this Agreement.

Part-Time: Part-time employees are not entitled to vacation pay, health and welfare, personal holidays, or other benefits offered by ~~Metro~~ Employer such as life insurance, unless otherwise explicitly stated.

Variable hour: Variable hour employees represented by the union shall be limited to working less than one thousand forty (1,040) hours per fiscal year. Variable hour employees are not entitled to vacation pay, health and welfare, or other benefits offered by Employer such as life insurance, unless otherwise explicitly stated.

Subcontracting: The parties' mutual goal is to have as much work performed by staff as possible and to minimize the use of contracted temporary employees. The Employer further agrees that all employees should be given the maximum opportunity to work available hours as long as the Union recognizes that the Employer runs an event-driven business, and the Union will not construe it otherwise and that nothing in this Agreement will limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety-calendar day advance notice period.

Article 3 Union Security

Section 1.

Membership or non-membership in the Union ~~shall~~will be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union ~~shall~~will be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.

Section 2.

The Employer agrees to fair-share in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fair-share for non-union employees ~~shall~~will be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law.

Section 3.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee ~~shall~~will pay the fair-share amount described ~~herein~~ above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee ~~shall~~will furnish proof to the Union that this has been done.

Section 4.

The effective date of withholding Union membership dues or fair share ~~shall~~will be the first of the month following thirty (30) calendar days of employment.

Section 5.

Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union, or the amount of fair-share determined by application of Article 3, Section 2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, ~~shall~~will be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays but will make any proper corrections as soon as possible.

Section 6.

The Union agrees that it will indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer, or person acting on behalf of the Employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the Employer's

implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair-share) must be made to employees affected, the Union ~~shall~~will be solely responsible for such reimbursement.

Article 4: Union Representatives

Section 1.

Within thirty calendar days from the signing of this Agreement, the Union ~~shall~~will appoint and notify the Operations Manager ~~and Human Resources~~ in writing of the names of designated Stewards. The list will be updated as changes occur.

Upon prior notice to ~~his/her~~their immediate supervisor, a Steward ~~shall~~will be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor ~~shall~~will, within 72 hours, arrange a mutually agreeable time for the requested activity.

- a) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- b) A Steward who comes to the worksite during their off-duty hours to perform Steward duties ~~shall~~will not be paid for such time.
- c) Internal union business ~~shall~~will be conducted by Stewards and employees during their non-duty time.
- d) One Steward, on Employer time, can process and investigate any one grievance at any given time.
- e) All matters relating to contract negotiations will be performed on the employee's own time.

Section 2.

All officers of the International Union and the Business Representatives of the Union ~~shall~~will have access at any time to any part of the facilities in which said event custodians are employed, provided they do not interfere or cause employees to neglect their work and have provided prior notification to ~~management~~Employer.

Section 3.

The Employer ~~shall~~will furnish union bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards ~~shall~~will be used by the Union to post notices of interest to the employees.

Article 5: Management Rights

The Employer ~~shall~~will have and retain the sole responsibility for the management and operation of all ~~MERC Employer~~ functions and direction and control of its work force, facilities, properties, programs, and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- a) Determining ~~MERC~~Employer's mission, policies, and all standards of service offered to the public and other local governments;
- b) Planning, directing, controlling, and determining the operations or services to be conducted by employees of ~~MERC~~Employer;
- c) Determining the methods, means, number of personnel needed to carry out any department's mission;
- d) Directing the work force and issuing or changing work orders and rules.
- e) Hiring and assigning or transferring employees within or between departments;
- f) Promoting, suspending, disciplining, or discharging, consistent with this Agreement;
- g) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- h) Making, changing, publishing, and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.
- i) Introducing new or improved methods, equipment, or facilities.
- j) Completing performance evaluations of employees as required; and
- k) Classifying, reclassifying, or merging positions as required.

These rights are diminished only by the law and this Agreement.

Article 6: Hiring

The Employer ~~shall~~will be the sole judge in decisions concerning the employment of personnel. The Employer agrees to continue their policies on non-discrimination and to provide equal employment opportunities without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, marital or familial status, political affiliation, or union activity, except where a bona fide occupational qualification exists.

Article 7: Discrimination and Harassment

Any complaint alleging unlawful discrimination/harassment which is brought to the Union for processing will be submitted directly to the ~~Metro~~ Human Resources Department.

All members of the bargaining unit ~~shall~~will be treated equally without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, marital or familial status, political affiliation veteran's status or any other class protected by law, and in full accordance with ~~Metro~~Employer's anti-bullying policy.

Article 8: Hours of Work and Overtime

Section 1.

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. A day is the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. ~~Eight (8) hours per day shall constitute the normal work day.~~

The workweek shall include two (2) consecutive days off.

It is understood that for employees covered under this Agreement, the standard work shift will be eight consecutive hours not including overtime.

Notwithstanding the workweek set forth above, Employer may, at its discretion, choose to implement a work schedule consisting of four ten-hour shifts.

Section 2.

All employees ~~shall~~will be compensated at the rate of time and one-half for all authorized work performed in excess of eight hours in any workday, or forty hours in any workweek. For full-time employees working a four-day workweek, overtime will be provided for all authorized work performed in excess of ten hours in any workday or forty hours in any workweek.

Overtime compensation ~~shall~~will be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked. If an employee is authorized to work six or more consecutive days, crossing into the following regular workweek, overtime pay will be given for all time worked over forty hours until a day off is provided. At no time ~~shall~~will an employee's wages exceed time and one half as a result of these provisions.

Section 3.

If an employee cannot report to work as scheduled, the employee must call the designated supervisor or message telephone number if the supervisor is unavailable, a minimum of ninety minutes before their scheduled shift starts.

Section 4.

Any employee required to return to work with less than nine hours from the end of their last shift ~~shall~~will be paid at a rate of time and one-half for the first hours worked of their incoming shift until nine (9) hours have elapsed since the end of their last shift. This section ~~shall~~will not apply if an employee volunteers to come in with less than nine hours between shifts.

Example: If an employee's shift ends at 11:00 p.m., and they are required to return to work at 7:00 a.m. the following morning, that employee will earn time and one-half for the first hour of that shift.

Article 9: Shifts

Shift work ~~shall~~will be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes ~~shall~~will be defined as any shift which begins between 5:30 a.m. and 12:00 p.m., including a paid one-half hour lunch period.

The second or swing shift for pay purposes ~~shall~~will be defined as any shift which begins between 12:00 noon and ~~5:00~~ 8:00 p.m., including a paid one-half hour lunch period. Employees scheduled on the second shift ~~shall~~will receive a shift premium of one dollar (~~\$1.00~~ 1.50) per hour in addition to the regular hourly rate for all hours worked on that shift.

The third or graveyard shift for pay purposes ~~shall~~will be defined as any shift which begins between ~~5:00~~ 8:00 p.m. and 5:30 a.m., including a paid one-half hour lunch period. Employees scheduled on the third shift ~~shall~~will receive a shift premium of one dollar and 20 cents (~~\$1.20~~ 1.70) per hour in addition to the regular hourly rate for all hours worked on that shift.

When a position vacancy in FTE shift (day, swing, or night) occurs, the opening ~~shall~~will be posted within fifteen days, and the employee in the same classification and who is in good standing, having seniority who requests such opening ~~shall~~will be given preference provided that, such employee is able to perform the work with proper experience and qualifications necessary for the posted job

opening.

Article 10: Reporting and Call-in Pay

Any Employee who is scheduled to report for work on their regularly scheduled shift and who presents themselves for work as scheduled, but where work is not available or a full shift's work is not available for them, ~~shall~~will be compensated at their regular rate for all scheduled hours in that shift.

Any Employee called to return to work immediately, and such call is after the employee has left the Employer's premises at the end of their last shift, ~~shall~~will be paid for a minimum of four hours at the rate of one and one-half times the regular rate.

Article 11: No Strike or Lockout

Section 1.

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of ~~MERC~~Employer. During the term of this Agreement neither ~~MERC~~ Employer nor its agents for any reason ~~shall~~will authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2.

If any work stoppage, slowdown, picketing, or strike ~~shall~~will take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section (1) above to return to work.

Article 12: Grievance Procedure

Section 1.

A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. Grievances may be initiated and pursued in the following manner using the Grievance Form in Exhibit B.

Step 1 The employee or union representative ~~shall~~will present the grievance, on the official grievance form, to the employee's immediate supervisor for adjustment within fourteen calendar days of the date on which the events occurred giving rise to the grievance. ~~The Human Resources Department will simultaneously receive a copy of the grievance.~~ An employee's supervisor ~~shall~~will respond promptly, but in no event more than fourteen calendar days after receipt of the written grievance.

Step 2 If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance ~~shall~~will be submitted in writing to the facility director or designee, by the Union representative within ~~ten~~ fourteen calendar days. ~~The Human Resources Department will simultaneously receive a copy of the grievance.~~ The facility director or designee ~~shall~~will respond in writing to the Union representative within ~~ten~~ fourteen calendar days after receipt ~~thereof~~.

Step 3 If the grievance is not resolved, the Union or the affected employee may submit the grievance

to the General Manager of Visitor Venues, ~~Metro~~ or ~~their~~ designee within ~~ten~~ fourteen calendar days from the receipt of the facility director or designee's written response. ~~The Human Resources Department will simultaneously receive a copy of the grievance.~~ The General Manager ~~shall~~will respond in writing within ~~ten~~ fourteen calendar days from receipt of the grievance.

- Step 4 Should the parties fail to settle the grievance within seven calendar days from the date of submission to the General Manager of Visitor Venues, or ~~their~~ designee, it may be referred in writing within seven calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties.

The Board of Adjustment ~~shall~~will consist of two members designated by the General Manager of Visitor Venues, and two members designated by the Union. Members of the Board of Adjustment ~~shall~~will not be from any of the facilities or local union under the jurisdiction of this Agreement. The Board of Adjustment ~~shall~~will convene within ten calendar days following referral of the grievance to hear evidence submitted by the parties involved. The Board of Adjustment ~~shall~~will decide the issue by majority vote of its members within five calendar days following the hearing. A majority decision of the Board of Adjustment ~~shall~~will be final and binding on all parties. The grievance ~~shall~~will be considered unsettled in the event of a split decision.

- Step 5 If the grievance is still unsettled, the Union ~~shall~~will, within ten calendar days of the receipt of the decision of the Board of Adjustment, have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the ~~Metro Employer's~~ Human Resources Director ~~with a copy to the Employer.~~ In order to advance the grievance, the Union ~~shall~~will request a list of seven arbitrators from the State of Oregon Mediation and Conciliation Services within ten calendar days from the request for arbitration. Upon the receipt of the list of arbitrators within fourteen days, both the Employer and the Union ~~shall~~will have the right to strike three names from the list alternately; the last name remaining ~~shall~~will be the impartial arbitrator. The Employer and the Union ~~shall~~will flip a coin to determine who strikes first. The parties will make best efforts to schedule arbitration within six months of selecting and arbitrator.

The fees and expenses of the arbitrator ~~shall~~will be shared equally by the Employer and the Union. All other expenses ~~shall~~will be borne by the party which incurs them. Each party ~~shall~~will be responsible for compensating its own representative and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties ~~shall~~will jointly share the cost of the transcript and all copies.

The designated arbitrator ~~shall~~will conduct a hearing, and then issue a decision which ~~shall~~will be final and binding on the parties. The arbitrator ~~shall~~will not have jurisdiction or authority to add to, subtract from, modify or in any way change the provision of this Agreement; establish new wage rates or change existing wage rates or rates for specific job classifications; or assume any responsibility of Management or of the Union. The Employer and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

The provisions of this Article ~~shall~~will not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure, which it believes in good faith, lacks sufficient merit.

The time limits of this grievance and arbitration procedure ~~shall~~will be strictly adhered to. The Employer ~~shall~~will have the right to refuse to process or arbitrate a grievance which is not

raised or processed within the above-described time limits. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance and the next step of the grievance procedure ~~shall~~will be available.

The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.

Article 13: Seniority

Section 1.

For both full and part-time employees, seniority ~~shall~~will be computed from date of hire into a represented IUOE 701-1 classification. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff ~~shall~~will be calculated as the total time from the original appointment in the bargaining unit.

In the event that two employees in the same classification have the same seniority date, seniority will be determined by the employee ID number: the lowest of the two numbers will be considered most senior.

Section 2.

Seniority ~~shall~~will be applied for layoffs and elsewhere as specified in this Agreement.

Section 3.

Time spent on approved leave or as a result of an on-the-job injury or illness ~~shall~~will not be considered a break in service. Time spent on leave without pay as specified in Article 21, Section 2 ~~shall~~will be considered a break in service. Seniority ~~shall~~will not accrue during a break in service but will continue to accrue upon return from a break in service.

~~MERC shall~~Employer will publish and distribute annually and thirty days prior to any lay off a seniority list for all employees.

Article 14: Layoff

A. Lay off ~~shall~~will be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The General Manager of Visitor Venues, ~~shall~~will determine the number and classifications to be laid off. All ~~temporary-variable hour, seasonal,~~ part-time, and probationary employees within the classification within the assigned facility selected for layoff ~~shall~~will be laid off prior to any layoff of permanent employees within the classification.

B. In the event of a layoff, Employees will be laid off by classification within a facility, with the least senior employees laid off first based on total ~~Commission~~ service within the bargaining unit. Employees ~~shall~~will be given thirty days' notice of layoff in writing.

Article 15: Discipline & Discharge

Probationary employees may be disciplined or discharged without just cause.

Employees ~~shall~~will not be denied representation in any investigation that may result in disciplinary

action.

If the Employer has reason to reprimand or discipline an employee, every reasonable effort ~~shall~~will be made to avoid embarrassment to the employee before other employees or the public.

The Employer ~~shall~~will adhere to standard progressive discipline practices.

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling. Failure to report as scheduled ~~shall~~will include but not be limited to, repeated failure to make call-in as defined in Article 8, Section 2, tardiness, absenteeism, and leaving a shift early without reasonable justification. This places a great burden on both the Employer and fellow employees and may be cause for progressive discipline up to and including discharge. Any employee who fails to ~~make~~ call-in or is a "no call, no show" on three occasions is subject to progressive discipline which may include termination.

Article 16: Personnel File

The Employer ~~shall~~will maintain one official personnel file for all employees. This file ~~shall~~will be maintained in the ~~Metro~~Employer Human Resources Department. No document, report, or correspondence of an adverse nature ~~shall~~will be placed in this file without a signature by the Employee or a statement signed by the Supervisor which indicates the Employee ~~has been~~ was shown the document and refused to sign it. An Employee's signature ~~shall~~will not be construed to mean the Employee agrees with the content.

Employees ~~shall~~will be permitted to review information in their personnel files that was generated during their active employment status with the Employer. Copies of all written disciplinary notices to employees ~~shall~~will also be provided to the Union within seven working days of issuance.

Upon employee's request, current records of any disciplinary action ~~shall~~will be removed from personnel file after a ~~twenty-four~~ 24-month period from the date of issuance, except when there are other disciplinary notices of similar or related nature in which case all related notices ~~shall~~will be invalid after a ~~twenty-four~~ 24-month period from the date of the most recent notice. Upon written request from the employee, ~~the~~ supervisor may have invalid documents removed from their file. At the employee's request, extreme cases like discrimination and harassment policy violations ~~shall~~will be removed from the personnel file four years from the date the material was entered provided that the employee has received no other violations. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

Periodic performance appraisals ~~shall~~will remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the four- or two-year period specified above. Any material of an adverse nature ~~shall~~will be removed if not entered in accordance with the first paragraph above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances ~~shall~~will not be maintained in the personnel file.

Article 17: Salary Administration

Section 1.

~~Recognizing that under the extraordinary circumstances of 2020 and a global pandemic, the parties agree to re-open the contract for 90 days, only for wages for Fiscal Year 2021, on May 1, 2021. Additionally, the parties agree that we will re-open the contract for 90 days, only for wages for Fiscal Years 2022 and 2023 on December 1, 2021.~~

~~The parties agree that eligible current represented employees will receive a lump sum payment of \$350 upon ratification of the contract. Eligible employees ~~shall~~will be those members of the bargaining unit who are on the payroll as of the effective date of the ratification and on the date of payout.~~

~~For the term of the Agreement, the Employer will provide the wages specified in Exhibit A of this Agreement with respect to the job classifications covered by this Collective Bargaining Agreement.~~

For the term of the Agreement, the Employer will abide by the wages specified in Exhibit "A" of this Agreement with respect to the job classifications covered by this Collective Bargaining Agreement.

- Effective upon ratification but no earlier than the pay period including July 1, 2024, wages will be increased by 3.0%.
- Effective upon ratification but no earlier than the pay period including July 1, 2025, wages will be increased by 2.5%.

Employees hired after ratification of this agreement into Variable hour positions will remain at Step 1 of the pay scale.

Exhibit "A" will reflect each increase as specified herein.

It is the goal and intention of the Employer to abide by the Oregon Pay Equity Act and pay employees performing work of comparable character equitably while taking into consideration the bona fide factors of seniority, education, and experience as well as any combination of these factors. As such, employees performing work of comparable character may, on occasion, be paid at different compensation levels on the basis of one or more of the factors identified in this Article.

Section 2.

The probationary period for **full time** employees ~~shall~~will be six (6) months. If an employee takes a leave of absence during the probationary period, their probationary period ~~shall~~will be extended for the equivalent period of time. ~~The probationary period for part time employees will be 400 hours.~~

~~Full time and part time employees will be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation will become the employee's anniversary date. One year after the employee's anniversary and each anniversary date thereafter the employee will advance one step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit the Employer from placing employees above step one or advancing employees to higher levels of the salary range.~~

Article 18: Vacation Leave

Section 1.

Vacation leave with pay for full-time employees ~~shall~~will accrue at the rate shown below prorated on the total of compensable hours paid to the employee for hours worked, vacation, personal holidays, and paid sick leave:

Total years of Full-Time Service	Accrual Rate Per Hours Paid	Accrual of Hours at 24 Pay Period/Year	Equivalent Annual Vacation Hours for Full-Time Employees
Date of hire through completion of 4 years	.0385 hrs	3.34	80
Beginning of 5 years through completion of 9 years	.0577 hrs	5.00	120
Beginning of 10 years through completion of 14 years	.0674 hrs	5.84	140
Beginning of 15 years through completion of 19 years	.0770 hrs	6.67	160
Beginning of 20 years through completion of 24 years	.0866 hrs	7.50	180
25 or more	.0962 hrs	8.34	200
Date of hire through completion of 3 years	.0577 hours		120 hours
4 years through completion of 7 years	.0692 hours		144 hours
8 years through completion of 11 years	.0808 hours		168 hours
12 plus years	.0923 hours		192 hours

Employees who have successfully completed the initial probationary period and have received a full-time appointment are eligible to take accrued vacation leave with pay.

Section 2.

Employees ~~shall~~will not accumulate more than two hundred and ~~fifty~~ **seventy** hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement ~~shall~~will be forfeited. If an employee is close to reaching the ~~two hundred seventy~~**250**-hour cap, the employee will schedule such time off pursuant to Section 4 of this Article.

Section 3.

At separation, any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer ~~shall~~will be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee's existing salary rate.

Section 4.

When practicable, the Operations Manager or their designee ~~shall~~will schedule vacation for their respective staff with consideration for vacation accrued, seniority, staff requests, and for the work requirements of the department. Vacation requests ~~shall~~will be submitted through the employee's immediate supervisor and approved by the Operations Manager on an "Employee Leave Request Form." Requests for vacation leave ~~shall~~will be submitted at least two weeks prior to the desired vacation time.

Article 19: Sick Leave

Section 1.

~~Full-time~~ All bargaining unit members ~~shall~~will earn sick leave with pay at a rate of .05 hours per hour paid, including overtime accrued in an unlimited amount. ~~Part-time bargaining unit members shall accrue sick leave at a rate of .050 hours per hour paid, including overtime, up to a 40-hour maximum.~~

Section 2.

Employees are eligible to use sick leave for the following reasons:

- a) For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury, or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, stepparent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent, and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b) When leave is requested in accordance with policy and authorized by Human Resources under the federal Family and Medical Leave Act (FMLA), ~~or~~ Oregon Family Leave Act (OFLA), ~~or Paid Leave Oregon.~~
- c) To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and ~~Employer's Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections~~ Policy.
- d) In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.
- e) For up to two weeks of bereavement leave taken by an OFLA eligible employee to grieve the death of an immediate family member; to make necessary arrangements related to the death; and/or to attend the funeral or alternative ceremony. Leave must be completed within ~~60~~ sixty days from the date on which the employee receives notice of the death. OFLA bereavement leave is concurrent with the use of sick leave, which would be applied after any paid bereavement leave an employee may be eligible for under Article 21.

Section 3.

As described in Article 21, employees unable to report to work due to illness will report the reason for the absence to their supervisor ninety ~~(90)~~ minutes prior to the scheduled beginning of their shift. The supervisor may require sick leave beyond three ~~(3)~~ days to be supported by a physician's statement attesting to the illness.

Section 4.

The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease, the employee ~~shall~~will receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding twenty ~~(20)~~ percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account ~~shall~~will be credited with that portion of the sick leave repaid.

Section 5.

Sick leave ~~shall~~will not continue to accrue during periods of leave unpaid by the Employer.

Article 20: Holidays

Section 1.

The following ~~shall~~will be considered holidays:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th
2 Personal Days	To be Scheduled

~~Full time employees shall will receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. Full-time employees will receive eight hours of straight time pay for each holiday enumerated above on which they perform no work. Full-time employees who work a 4-10 schedule will receive ten (10) hours of straight time pay for each of the holidays set forth above on which they perform no work.~~

If ~~a full time or part time~~ an employee works on a holiday as enumerated above, the employee ~~shall~~will receive one- and one-half-time compensation for the time worked in addition to regular holiday pay.

Event Custodians ~~shall~~will receive one- and one-half-time compensation for actual time worked on the holiday. If a shift crosses both a non-holiday and holiday only the time worked on the holiday will be compensable at the one and one-half time regular hourly pay rate.

Personal Holidays: In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to ~~sixteen twenty-four (24)~~ hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue.

- Employees hired ~~between July 1 and December 31 of the fiscal year before November 1~~ will receive ~~sixteen twenty-four (24)~~ hours leave.
- Employees hired on or after ~~November~~ January 1 but before ~~December 24~~ June 30 of the fiscal year will receive ~~eight sixteen (16)~~ hours leave.

In addition to the above holidays, part-time employees who complete their initial probationary period will be eligible to take up to eight hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue.

~~Part-time employees assigned to a position of at least .8 FTE before November 1 and have completed their initial probationary period will accrue sixteen (16) hours of personal holiday time on July 1. Part-time employees assigned to a position of at least .8 FTE on or after November 1 and have completed their initial probationary period will accrue eight (8) hours of personal holiday time on July 1. The personal holiday hours must be used within the fiscal year in which they accrue.~~

Variable hour employees who work 960 or more hours during the fiscal year ~~and have completed their initial probationary period~~ will accrue eight hours of personal holiday time ~~on July 1~~. The personal holiday hours must be used within the fiscal year in which they accrue.

An employee can use personal holiday hours in no less than four ~~(4)~~ hour blocks of time. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year ~~shall~~will be lost and are not compensable.

Section 2.

Holidays that occur during vacation or paid sick leave ~~shall~~will not be charged against leave.

Section 3.

No employee ~~shall~~will receive holiday pay if the employee is absent for all or part of their scheduled workday either immediately preceding or immediately following the holiday or adjacent, single, or consecutive days off unless they have applied to their supervisor in writing for permission to be absent and such written request has been applied for and approved by the Operations Manager within that pay period.

Section 4.

For full-time employees, whenever one of the holidays listed in **Section 1** of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs pursuant to **Section 6** of this article or as mutually agreed.

Section 5.

The holiday shift is the shift on which at least one-half of the hours of the shift are worked.

Section 6.

Employees ~~shall~~will normally be notified of holiday work schedules at least fourteen days in advance, except in situations over which the Employer has no control.

Article 21: Other Leaves

Section 1. ADA and Family Medical Leave

- a) Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA),

Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees must use accrued leave balances (sick leave, compensatory time, personal holiday, and vacation) for FMLA and OFLA leave.

- b) If a leave of absence for a disability extends beyond the authorized FMLA or OFLA leave and the employee is on an authorized leave without pay, the employee may elect COBRA if he/she wishes to continue health benefits. An employee ~~shall~~will be notified of eligibility for COBRA benefits as required by law.

Section 2. Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of a full-time employee, the Operations Manager may grant a leave of absence without pay not to exceed ninety calendar days. Leaves of absence without pay for periods in excess of ninety calendar days, but not exceed six months, must be approved by the General Manager of Visitor Venues. Requests for such leave must be submitted ten working days before the first day of the requested leave unless there is an unforeseen emergency that is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

The employee may elect to continue insurance benefits; however, premiums for such extended benefits ~~shall~~will be paid by the employee. Any and all such extension of insurance benefits ~~shall~~will be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave ~~shall~~will be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Section 3. Union Business Leave

The Employer recognizes that from time-to-time employees may need an unpaid leave of absence to conduct Union business. Therefore no more than two employees may be granted leave of absence for Union business at any one time. Requests for the leave of absence must follow the regular leave of absence approval process outlined in **Section 2** above.

Section 4. Jury Duty

Upon the presentation of written documentation, full-time employees ~~shall~~will be granted leave with pay when called for jury duty or subpoenaed as a witness to attend court in connection with the employee's officially assigned duties subject to the following:

- a) The employee granted such leave ~~shall~~will pay all money received except travel allowance, to the Employer.
- b) An employee on jury duty who is on other than a day shift ~~shall~~will be temporarily assigned to day shift for the duration of jury duty. An employee, whose shift is temporarily changed, as a result of jury duty ~~shall~~will waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement ~~shall~~will prohibit the Employer from requesting the court to excuse the employee from jury duty.

Section 5. Military Leave

Eligible employees ~~shall~~will be granted military leave with pay, as required by law. Any remaining leave ~~shall~~will be without pay, as required by law.

Section 6. Bereavement Leave

- a) A full-time employee absent from duty by reason of the death of **an immediate family member as defined by the employee** ~~his or her spouse, domestic partner, parents, children, sister,~~

~~brother, grandparents, grandchildren, father in law, mother in law, sister in law, brother in law, daughter in law, son in law or relative of domestic partners that are equivalent to those in laws or other household member shall~~will be allowed not to exceed three days of leave with pay within ninety days of notification of the event. Additional leave may be granted upon approval. However, such leave ~~shall~~will be charged to the employee's sick leave, personal holiday, or vacation hours at the employee's request. Employees will provide written notification to the Operations Manager of their request for bereavement leave within a week of their return to work.

- b) If travel is required, two additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.
- c) A full-time employee may be granted four hours of paid leave to attend a funeral ceremony for another Portland's employee. This leave is subject to the Employer's operating needs.

Article 22: Insurances

Section 1. Joint Labor Management Committee

A ~~Metro~~ Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws ~~shall~~will review health, dental, and vision insurance plans and costs and make plan offering recommendations to the ~~Metro~~-Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for ~~EmployerMetro~~. The Union is entitled to select one voting member to serve on the Joint Labor- Management Committee on Health Benefits. This bargaining unit will be represented by IUOE 701.

~~Metro Employer shall~~will make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available ~~to Metro~~. The committee ~~shall~~will meet to maintain an ongoing review of health benefit related issues for employees ~~of Metro~~.

A lawful meeting ~~shall~~will be comprised of an equal number of Union and ~~Metro Employer~~ Committee members with not less than two of each group. The Committee ~~shall~~will make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer ~~shall~~will consider the committee's recommendations and have the authority to make Plan modifications as necessary

Section 2. Benefit Eligibility

Full-time employees working forty hours a week are eligible for benefits. Eligibility will begin on the first of the month following thirty days of employment for all benefit eligible employees who elect to participate in one of the ~~Metro Employer~~ plans.

Prorated insurance will be available to employees who work thirty hours a week or more during a twelve-month measurement period. Their premium share will be calculated based on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by ~~MetroEmployer's~~ full-time employee premium portion for that plan.

Example: Using a health insurance premium of \$1,000 and ~~MetroEmployer's~~ portion for a full-time employee of \$920.

- *An employee working a 32-hour weekly average would pay $\$1,000 - (.8 \times \$920) = \$264.00$*
- *An employee working a 30-hour weekly average would pay $\$1,000 - (.75 \times \$920) = \$310.0$*

Section 3. Premium Sharing

~~Metro shall~~ Employer will contribute ninety-two percent of the insurance premium costs per plan and employees shall will pay eight percent of the premium costs per plan selected by the employee.

The premium cost used in these calculations shall will be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments shall will be made.

These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

~~Metro Employer~~ agrees to pay an amount up to \$150 per month to benefits eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through ~~Metro Employer~~.

Section 4. Life, Long Term Disability and Accidental Death and Dismemberment Insurance Life insurance and accidental death and dismemberment and long-term disability coverage shall will be provided to all employees who are health insurance benefit eligible and shall will be maintained at current levels at no cost to the employee.

Article 23: Retirement

Employees shall will continue to be eligible for participation in the Public Employee Retirement System PERS pursuant to the law. Full-time employees shall will continue to have the Employer "pick-up" their required six percent monthly contribution to the PERS.

Article 24: Recoupment of Payments

Section 1. Overpayments

- a) In the event that an employee receives wages or benefits to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall will notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall will apply:
 - i) The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two years after the notification.
 - ii) Where this process is utilized, the employee and Employer shall will meet and attempt to reach mutual agreement on a repayment schedule within thirty calendar days following written notification.
 - iii) If there is no mutual agreement at the end of the thirty-calendar day period, the Employer shall will implement the repayment schedule stated in subsection below.
 - iv) If the overpayment amount to be repaid is more than five percent of the employee's regular monthly base salary, the overpayment shall will be recovered in monthly amounts not exceeding five percent of the employee's regular monthly base salary, the overpayment shall will be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves ~~Metro Employer~~ service before ~~Metro Employer~~ fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- b) An employee who disagrees with the Employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

- c) This Article does not waive the Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments

In the event the employee does not receive the wages or benefits to which the record/documentation has for time indicated the Employer agreed the employee was entitled, the Employer ~~shall~~will notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Employer ~~shall~~will correct any such underpayment made within a maximum period of one year after the notification and agreement of the amount owed.

Article 25: Clothing Allowance

A. Full-time employees covered by this Agreement will receive five sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, full-time employees ~~shall~~will receive up to six items, shirts, or pants, as needed. The Employer will also provide one good quality coat per contract.

B. Upon presentation of an original receipt of purchase, full-time employees covered by this Agreement will be reimbursed up to one hundred dollars (\$~~100~~ 150) per fiscal year for quality work shoes. Employees are expected to wear these shoes on the job.

C. Part-time employees covered by the Agreement will receive two sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, part-time employees ~~shall~~will receive up to three items, shirts, or pants, as needed.

D. Part-time ~~and Variable hour~~ employees who perform outside custodial duties ~~shall~~will be provided on good quality coat per contract, to be used and stored on site and laundered on site, as needed.

E. Employer will provide all safety and rain gear to be stored and used on site as needed.

Article 26: Education & Training

The Employer and the Union share a desire to retain a workforce skilled in job related duties.

To the extent possible, the Employer will make available to members of the bargaining unit current information about available Employer approved training opportunities.

Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Employer, the employee ~~shall~~will be paid for the time at regular pay.

The Employer may offer in-house training for employees to improve their knowledge, skills, and abilities to perform the job.

The Employer ~~shall~~will conduct or arrange for training in emergency procedures and for safety training on all new products and equipment.

The Employer ~~shall~~will conduct or arrange orientation and training for all affected employees on new equipment, products, and procedures.

Article 27: Safety & Health

Section 1.

The Employer agrees to provide a safe and healthful workplace, as required by law, and to provide and maintain all tools and equipment required by Employer for use by the employee.

Section 2.

The Employer and the Union agree that a representative will serve on the joint labor-management safety committee in compliance with current Oregon law and administrative rules.

Section 3.

The safety committee shall will inquire into and make recommendations to the Employer on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall will promptly report the same to their supervisor. The supervisor shall will promptly take appropriate action.

Section 4.

No employee shall will be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

Article 28 Inclement Weather

Upon determination by the ~~Facility Director~~ Executive Director of Portland's Centers for the Arts or their designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close and send staff home before the end of their assigned shift, those employees shall will receive pay for the hours in that shift in which they are scheduled. Employees who are required to report to work or stay at work when other staff are sent home when the inclement weather determination has been made and the facility has been closed shall will be compensated for hours worked at the overtime rate for that shift only.

Article 29: Savings Clause

Section 1.

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement and the Agreement as a whole shall will continue without interruption for the term of this Agreement.

Section 2.

In the event of a conflict between this Agreement and ~~MERC~~Employer policy, the terms of the Agreement shall will apply.

Article 30: Maintenance of Standards

Section 1.

The Employer agrees that all conditions of employment established by its individual operations which constitute an economic benefit to employees covered by this Agreement shall will be maintained at not less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

Section 2.

This article of the Agreement shall will not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors shall will be resolved through the grievance process.

Article 31: Parking

Employer will purchase one parking pass for street parking in the City of Portland, to be used by Utility Leads at P'5 locations, when circumstances require them to use their personal vehicles in the course of performing their job duties.

Article 32: Term of Agreement

This Agreement ~~shall~~will remain in full force and effect from the signing of this Agreement to ~~December 31, 2023~~ June 30, 2026. This Agreement ~~shall~~will be automatically renewed from year to year thereafter unless either party gives written notice at least days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

Exhibit A: Wage Appendix

METROPOLITAN EXPOSITION RECREATION COMMISSION INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701-1 PAY SCHEDULE

FISCAL YEAR 2023-2024

Pay Range	Job Code	Job Classification	Step 1	Step 2*
110	8610	Event Custodian	\$14.90	\$16.84
130	8632	Utility Maintenance Technician	\$20.04	\$21.87
134	8636	Utility Lead	\$22.10	\$23.13

~~* An employee will be moved to Step 2 upon successful completion of probation~~

FY 2023-2024

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
110	8610	Event Custodian	22.12	23.30	24.40	25.61	26.90	28.24	29.65
130	8632	Utility Maintenance Technician	24.40	25.61	26.90	28.24	29.65	31.14	32.70
134	8636	Utility Lead	25.61	26.90	28.24	29.65	31.14	32.70	34.36

FY 2024-25

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
110	8610	Event Custodian	22.78	23.93	25.13	26.38	27.71	29.09	30.54
130	8632	Utility Maintenance Technician	25.13	26.38	27.71	29.09	30.54	32.07	33.68
134	8636	Utility Lead	26.38	27.71	29.09	30.54	32.07	33.68	35.39

FY 2025-26

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
110	8610	Event Custodian	23.93	24.53	25.76	27.04	28.40	29.82	31.30
130	8632	Utility Maintenance Technician	25.76	27.04	28.40	29.81	31.30	32.88	34.52
134	8636	Utility Lead	27.04	28.40	29.81	31.30	32.88	34.52	36.28

Signature Page

For Metropolitan Exhibition-Recreation Commission

Steve Faulstick, General Manager Visitor Venues

Robyn Williams, Executive Director, Portland'5

Brian Wilson, Deputy Director, Portland'5

Ed Williams, Director of Operations, Portland'5

Lorri Calhoun, Operations Supervisor, Portland'5

Leslie Smith, Facility Manager, Portland'5

Ali Little, Labor and Employee Relations Manager

Christina Longo, Labor and Employee Relations
Supervisor

**For International Union of Operating Engineers,
Local 701-1**

James Anderson, Business Manager/Financial Secretary

Chris Montgomery, Business Representative

Brian Fugate, Steward

Skylar Kent, Bargaining Unit Representative

MERC Commission Meeting

January 3, 2024
12:30 pm

Travel Portland Quarterly
Report

TRAVEL
PORTLAND

1ST QUARTER 2023-24 REPORT

Highlights:

Executive Summary – Page 3



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Jeff Miller.....	President and CEO
Megan Conway	Chief Strategy Officer
James Jessie.....	Chief Sales Officer
Greg Newland	Chief Marketing Officer
Yang Yang... ..	Chief Financial Officer



EXECUTIVE SUMMARY

ACCOMPLISHMENTS

- For the 1st Quarter, OCC realized more than \$4.5 million in revenue from Travel Portland booked business. Community impact ROI from all future bookings was 20.0 to 1.
- Five new and three repeat OCC conventions were booked for future years worth more than \$3.3 million in OCC revenue and community economic impact more than \$26.9 million. Total Travel Portland bookings, including single hotel will result in more than \$35.4 million of economic impact.
- Across media outlets, Portland was included in 479 placements with a total impression of more than 1.8 billion that could potentially influence Portland as a business and leisure travel destination.
- Travel Portland has moved full swing into partner networking and appreciation events. Two events for partners were held at Migration Brewing and LoloPass. They also hosted the annual meeting of the Short-Term Rental association Host2Host. The partnership with Host2Host has deepened our ability to support STR host success.
- The Travel Portland Convention Sales Team completed an aggressive quarter for tradeshow and promotional events with attendance at 20 industry events. Preparations are also being made to host “Emerald ACE” in January 2024 – a destination promotional event inviting 600 tradeshow industry professionals and over 100 tradeshow producers for a Portland preview.

TRENDS, SUCCESSES, OBSTACLES

- Total combined TLT/TID collection in FY24 Q1 is \$6.4M, representing +6% year on year change. We have seen strong headwind in hotel revenue especially in the summer months, and expect softer TLT/TID collection going forward that will potentially result in significant budget miss for Travel Portland's topline.
- Seven groups were lost due to safety and perception concerns which would have totaled 29,975 room nights with an estimated community economic impact of more than \$21 million.
- Travel Portland sales staff remains challenged by the reputational damage which has been highlighted in the national and international press. Recent convention clients have declined to choose Portland and have communicated their concern for delegate safety based on the press they are seeing.
- President and CEO Jeff Miller has been chosen to join the Governor’s Central City Task Force which is focusing on short term solutions to Community Safety, Value Proposition, Livable Neighborhoods, Housing & Homelessness and Taxes for Services. Miller will focus on Community Safety and the Value Proposition of the Central City.

MERC CONTRACT TARGETS

TARGET #	TARGET DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL TARGET
1	OCC revenue target	\$4,517,314	\$18 Million
2	ROI on future OCC business	1.9	2.0
3	Lead conversion	15%	17%
4	Services performance survey	3.9	3.8
5	Public relations/media	8	25
6	Community economic impact	20.0	11.0

CITY CONTRACT GOALS

OBJECTIVE #	GOAL DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL GOAL
1	Convention Sales and Marketing Economic Impact ROI	12.9	12.0
5	International visitors	N/A	Benchmark
7	Total Media Placements	57	220
7	Total Media Engagements for Minority-Owned Businesses	144	750
8	Services Performance Survey	9	6/Year



EXECUTIVE SUMMARY

HOTEL DEMAND			
COMPETITIVE SET COMPARISON			
Smith Travel			
Research Central Business Districts			
	Occupancy (%)	ADR (\$)	RevPar (\$)
Portland Central City +	61.5%	\$ 164.05	\$ 100.97
Denver	80.7%	\$ 237.85	\$ 192.02
Seattle	83.8%	\$ 254.60	\$ 213.41
Salt Lake City	71.3%	\$ 175.23	\$ 124.91
Nashville	81.8%	\$ 315.41	\$ 258.04
Austin	70.8%	\$ 257.90	\$ 182.49
Minneapolis	67.2%	\$ 188.44	\$ 126.68
San Francisco	71.4%	\$ 285.64	\$ 203.97

**Smith Travel Report is on a calendar basis, not Travel Portland's Fiscal Year*

	Smith Travel Research - Region*							
	Occupancy		ADR		RevPar		Demand	
	This Year	Change	This Year	Change	This Year	Change	This Year	Change
Downtown	57.2%	9.9%	\$ 164.49	0.1%	\$ 94.05	9.9%	1,568,690	10.1%
Airport	64.8%	4.5%	\$ 136.81	2.2%	\$ 88.59	6.8%	592,733	-1.4%
Eastside	65.3%	-8.9%	\$ 102.74	14.4%	\$ 67.05	4.3%	87,486	-16.4%
Jantzen Beach	59.5%	7.2%	\$ 120.44	0.5%	\$ 71.65	7.7%	235,651	7.2%
City of Portland +	59.3%	7.2%	\$ 151.53	1.6%	\$ 89.87	9.0%	2,484,560	5.7%

**Smith Travel Report is on a calendar basis, not Travel Portland's Fiscal Year*

REGION	LODGING TAX COLLECTIONS*			
	QUARTER 1			
	TLT/TID			
	FY24 (\$)	FY24 (% of TTL)	CHANGE FY23 to FY24 (\$)	CHANGE FY23 to FY24 (%)
Central City	\$3,368,562	53%	\$148,376	5%
Airport	\$1,254,142	20%	\$298,688	31%
Eastside	\$42,933	1%	(\$5,163)	-11%
Jantzen Beach	\$344,110	5%	(\$31,844)	-8%
Subtotal	\$5,009,748	79%	\$410,057	9%
Online Travel Agency	\$425,012	7%	(\$42,282)	-9%
Short Term Rental	\$907,203	14%	(\$25,347)	-3%
Other	\$25,219	0%	(\$8,112)	-24%
Subtotal	\$1,357,434	21%	(\$75,741)	-5%
Grand Total	\$6,367,182	100%	\$334,316	6%

**Data provided by the City of Portland Revenue Division.*



CONVENTION SALES

OREGON CONVENTION CENTER BOOKING REVENUE FROM TRAVEL PORTLAND BOOKINGS			
	OCC Revenue	Annals	Total Potential Future Business
FY 23/24	\$ 20,244,724	\$ 339,095	\$ 20,583,819
FY 24/25	\$ 11,468,431	\$ 2,026,401	\$ 13,494,832
FY 25/26	\$ 6,136,830	\$ 1,696,926	\$ 7,833,756
FY 26/27	\$ 2,772,347	\$ 2,026,401	\$ 4,798,748
FY 27/28	\$ 502,011	\$ 1,696,926	\$ 2,198,937
FY 28/29	\$ 534,267	\$ 2,026,401	\$ 2,560,668
FY 29/30	\$ 843,896	\$ 1,696,926	\$ 2,540,822
FY 30/31	\$ 393,477	\$ 2,026,401	\$ 2,419,878
FY 31/32	\$ -	\$ 1,696,926	\$ 1,696,926
TOTAL	\$ 42,895,983	\$ 15,232,403	\$ 58,128,386

OREGON CONVENTION CENTER PROJECTED FUTURE REVENUE			
Total Travel Portland Contract:	QTR	YTD	Target
New OCC Bookings	5	5	
Repeat OCC Bookings	3	3	
Total OCC Bookings	8	8	
Room Nights from OCC Bookings	42,570	42,570	
Future OCC Revenue Booked during FY 2023/24	\$ 3,352,045	\$ 3,352,045	
ROI OCC Bookings	\$ 1.9	\$ 1.9	2.0 to 1
Community Economic Impact from OCC Bookings	\$26,996,599	\$ 26,996,599	
Total Room Nights Booked	60,588	60,588	
Total Community Economic Impact from Bookings	\$ 35,458,605	\$ 35,458,605	
ROI on Total Community Economic Impact	\$ 20.0	\$ 20.0	11.0 to 1
OCC Revenue Realized During FY 2023/24*	\$ 4,517,314	\$ 4,517,314	\$18 Million

*OCC Revenue Realized does not include the following meetings that occurred during quarter 1 at OCC, but had not settled in OCC's accounting software (USI) at the time of reporting: Rose City Comic Con, American Association for Aerosol Research



CONVENTION SALES

OCC LEAD CONVERSION	
	As of October 1, 2023
Lead Conversion Percentage	15%
Benchmark / Annual Target -17%	

OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS					
AS OF OCTOBER 1, 2023					
	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28 and beyond
Current	53	23	13	2	4
4 Year Average	Current	1 yr. out	2 yrs. out	3 yrs. out	Beyond 3 yrs.
(FY 20/21-23/24)	36	30	21	11	8

OREGON CONVENTION CENTER REVENUE		
THREE YEAR AVERAGE		
	Total Contract	
	Quarter	YTD
OCC Revenue Generated (3 yr. average)	\$ 2,567,825	\$ 2,567,825
Travel Portland Contract Costs	\$ 1,770,586	\$ 1,770,586
ROI (Revenue / Costs)	1.5	1.5

1ST QUARTER - OREGON CONVENTION CENTER LOST BUSINESS					
	Groups	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact
Total	54	201,928	137,660	\$ 29,264,915	\$ 140,527,215



CONVENTION SALES

DIVERSE GROUPS/MINORITY PROJECTED FUTURE REVENUE		
Total Travel Portland Contract	1st Quarter	YTD
New Minority Bookings	3	3
Total Minority Bookings	3	3
Room Nights from Minority Bookings	1,341	1,341
Minority Leads	6	6
Minority Lost Leads	7	7

For the first quarter of FY 2023/24, minority bookings created an estimated economic impact to the greater metro Portland community of approximately \$365,000. Booked groups included the following:

Center for Asian Pacific American Women	\$20,882
Alpha Phi Alpha Fraternity, Inc.	\$52,209
Omega Psi Phi Fraternity, Inc.	\$291,924

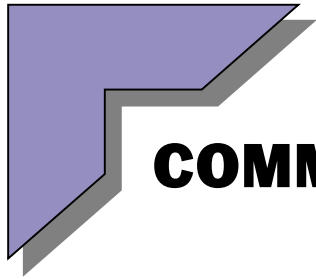
1ST QUARTER - OREGON CONVENTION CENTER CANCELLATIONS

Account Name	Groups	Reason	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact	Arrival Date
Total OCC Cancellations	0	N/A	0	0	\$ -	\$ -	N/A



ACTIVITY DESCRIPTION	1ST QUARTER	YTD
OCC groups occurring during the quarter	15	15
Pre-convention attendance building - Site tours	10	10

TRAVEL PORTLAND POST CONVENTION SURVEY							
Overall impression of the following:							
Answer Options	Excellent = 4	Good = 3	Fair = 2	Poor = 1	N/A	Rating Average	Response Count
Travel Portland sales staff	8	1	0	0	0	3.9	9
Travel Portland convention services staff	8	1	0	0	0	3.9	9
Travel Portland collateral/promotional materials	7	1	0	0	1	3.9	8
Quality and user-friendliness of the Travel Portland website	6	1	0	0	2	3.9	7
Average rating for the quarter						3.9	
Average rating YTD						3.9	
Target						3.8	
In planning your event from start to finish, how would you describe your relationship with your Sales Manager and/or Services Manager?							
Very helpful and appreciate them bringing new ideas to us like the partnership with Prosper Portland and My Peoples Market.							
For my part, there was great communication.							
Crista Kocher was excellent. She and her team really went above and beyond, even when the number of attendees went above what we had expected.							
This meeting has been planned for several years out and I had more than one Services Manager, but they were all great to work with during the process.							
Fantastic - love Alenna Fouts!							
We received outstanding support from Travel Portland throughout the two build-ups to the National Veterans Wheelchair Games.							
The staff at Travel Portland is excellent!							
Outstanding, Chanel, Beth and Michael were great to work with and very helpful.							
Completed Group Survey:							
U. S. Department of Veterans Affairs				Oregon Association of County Clerks			
Association on Higher Education and Disability				Land Trust Alliance			
Association for Computing Machinery				Rose City Comic Con			
Ecological Society of America				American Association for Aerosol Research			



COMMUNICATION & PR

TOTAL MEDIA NARRATIVE	Q1	YTD
Placements	479	479
Impressions	1,847,780,041	1,847,780,041

Traditional media mentions captured across print and online that may influence consumer perception of Portland as a business and leisure travel destination.

MERC-RELATED MEDIA PLACEMENTS	Q1	YTD
Placements	3	3
Impressions	125,275	125,275

Earned media placements generated by Travel Portland public relations efforts that mention the Oregon Convention Center or cover industry topics related to Portland as a meeting destination.

TARGETED MEDIA NARRATIVE	Q1	YTD	Target Goal
Placements	57	57	220
Impressions	1,524,785,674	1,524,785,674	

Print and online media outlets strategically targeted by Travel Portland's public relations efforts because they are most influential to potential visitors.

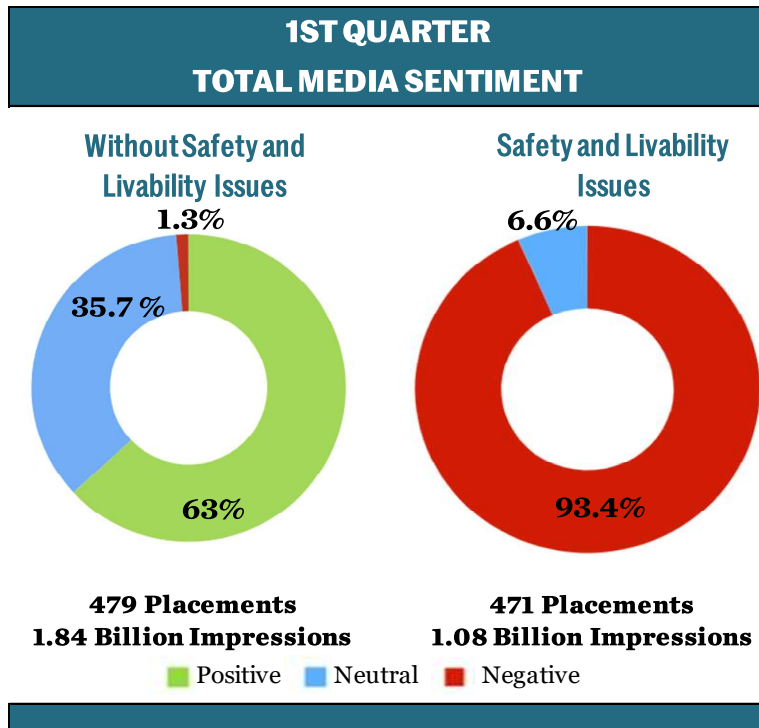
TARGETED INTERNATIONAL MEDIA*	Q1	YTD
Placements	0	0
Impressions	0	0

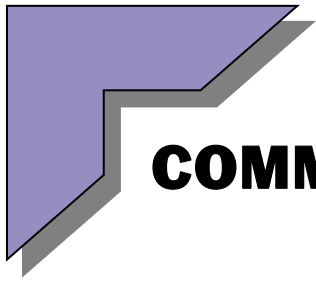
International print and online media outlets strategically targeted by Travel Portland's public relations efforts in international markets, including, but not limited to: United Kingdom, The Netherlands, Oceania and Canada.

*Measurement on hold until in-market contractors are retained

MEDIA ENGAGEMENTS FOR MINORITY-OWNED	Q1	YTD	Target Goal
Engagements	144	144	750

A media engagement is defined as an interaction with media regarding a single topic or issue.

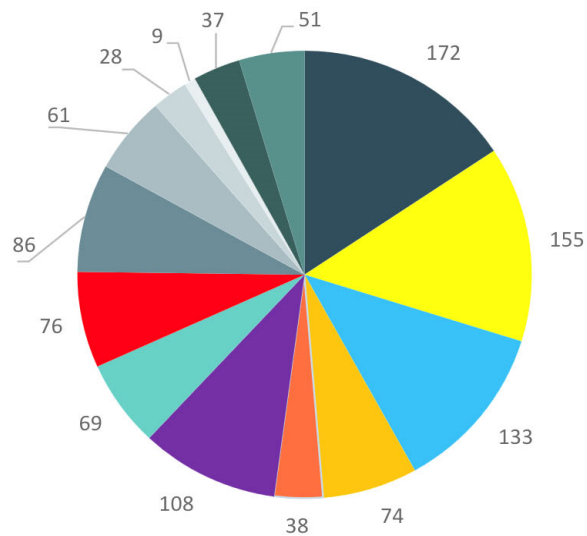
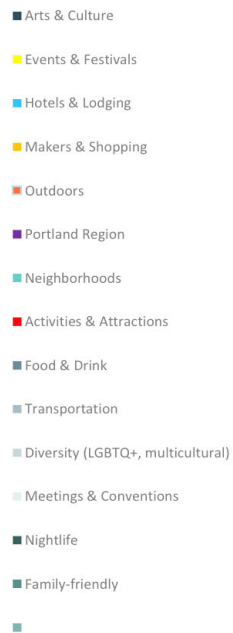




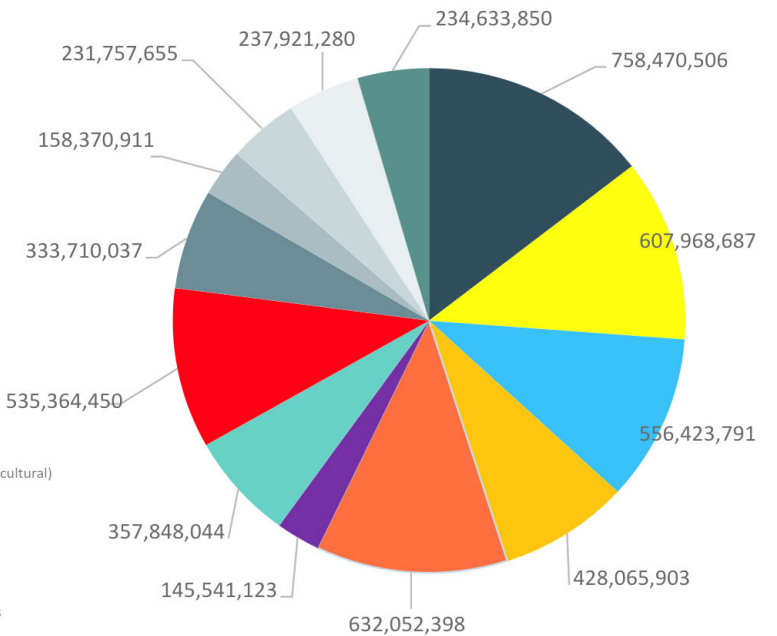
COMMUNICATION & PR

1ST QUARTER TOTAL MEDIA NARRATIVE: KEY MESSAGES PLACEMENTS & IMPRESSIONS

Placements



Impressions



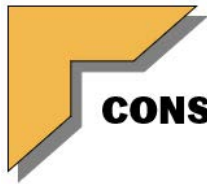
COMMUNICATION & PR

ARTICLES			MERC		
Publication Date	Outlet	Headline	Medium	Total Circulation	Placements
September 2023	Northstar Meetings Group	42 Hotels Opening in 2023	Digital	50,661	1
September 2023	Smart Meetings Magazine	Blooming, Bustling, Beautiful. Oregon is a Top Choice for Meetings	Print	44,000	1
September 2023	Meeting Spotlight	Travel Portland Highlights Destination Updates for Meetings & Conventions	Digital	30,614	1
Total				125,275	3

**Entries that appear to be duplicate articles represent different media placements, i.e. print, online and broadcast.*

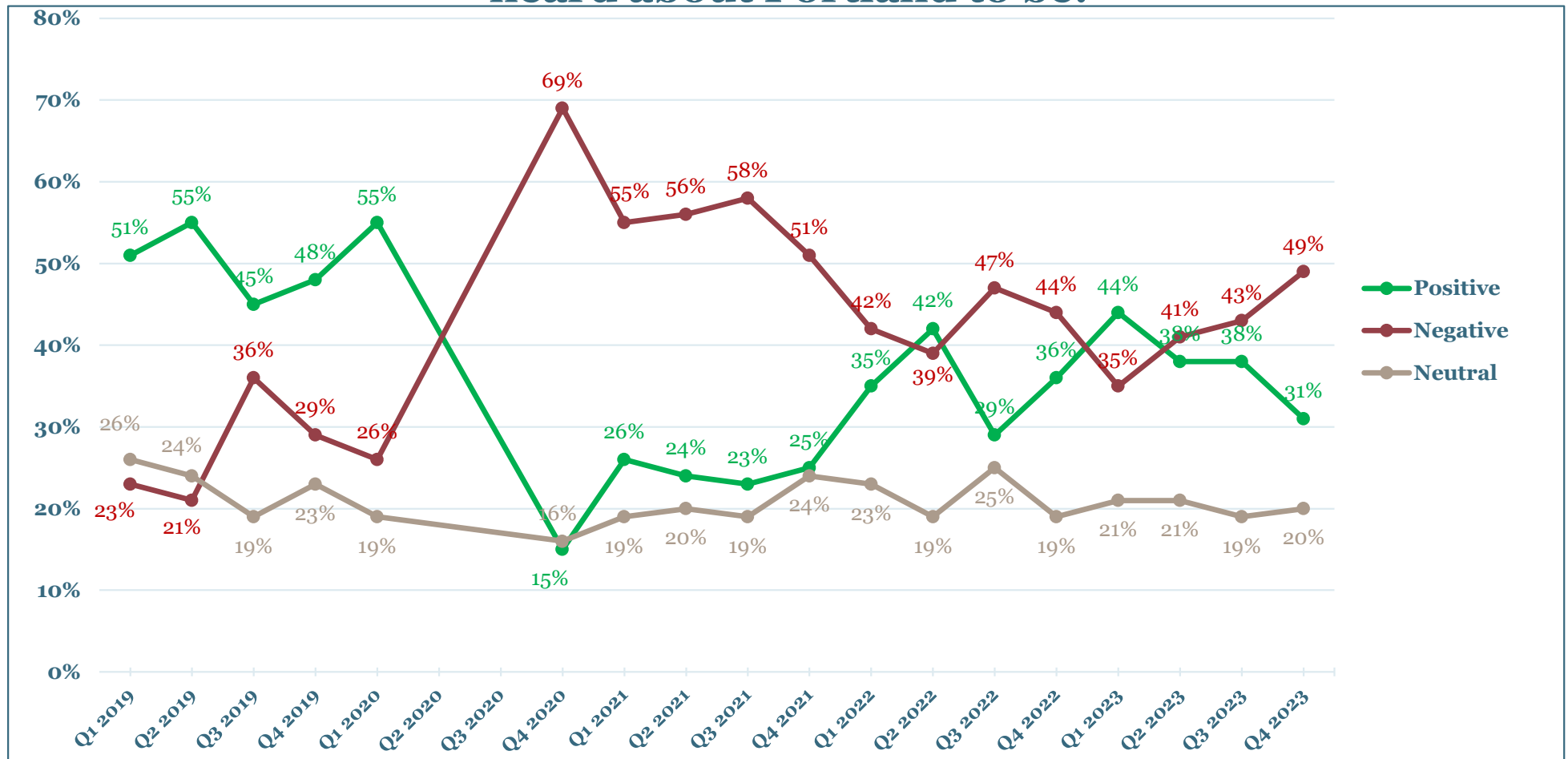
TRAVEL PORTLAND SPONSORED ARTICLES			MERC	
Publication Date	Outlet	Headline	Medium	Total Circulation
July/August 2023	PCMA Convene	Portland's True Colors	Print / Digital	36,000
Total				36,000

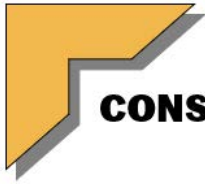
PITCHES DELIVERED	
1	Pitch why Portland for meetings & conventions including: latest hotel news / updates, opening of the new Travel Portland Visitor Center, Near Me Now App launch
2	Editorial calendar pitch: Position James Jesse as leader in respective field for Black Meetings & Tourism's Most Influential African Americans in Hospitality
3	Editorial calendar pitch: Oregon Convention Center for consideration in Convene September / October issue slated to cover Convention Centers
4	Conducted IMEX outreach to target media for media appointments for Travel Portland. Locked in 3 appointments
5	Smart Meetings Magazine - In touch with Sara Robertson, who will feature Portland within an Oregon destination piece. Insights from Travel Portland's Desiree Everett
6	Business Traveler Magazine - Pitched Shivani Vora, Restaurant and Hotel News columnist, the latest The Ritz-Carlton, Portland opening for consideration in October column
7	Northwest Meetings + Events - Pitched Teresa Bergen for a story opportunity on fall harvest seasonal group activities; Put forward Erath and nearby wineries in Willamette Valley
8	Northwest Meetings + Events Magazine - Submitted responses on behalf of Dione Williams pertaining to Portland as a host city for winter meetings
Target Goal: Deliver 6-7 meetings-related pitches to industry media on a quarterly basis. Twenty-five total over the fiscal year.	



PORTLAND CONSUMER RESEARCH

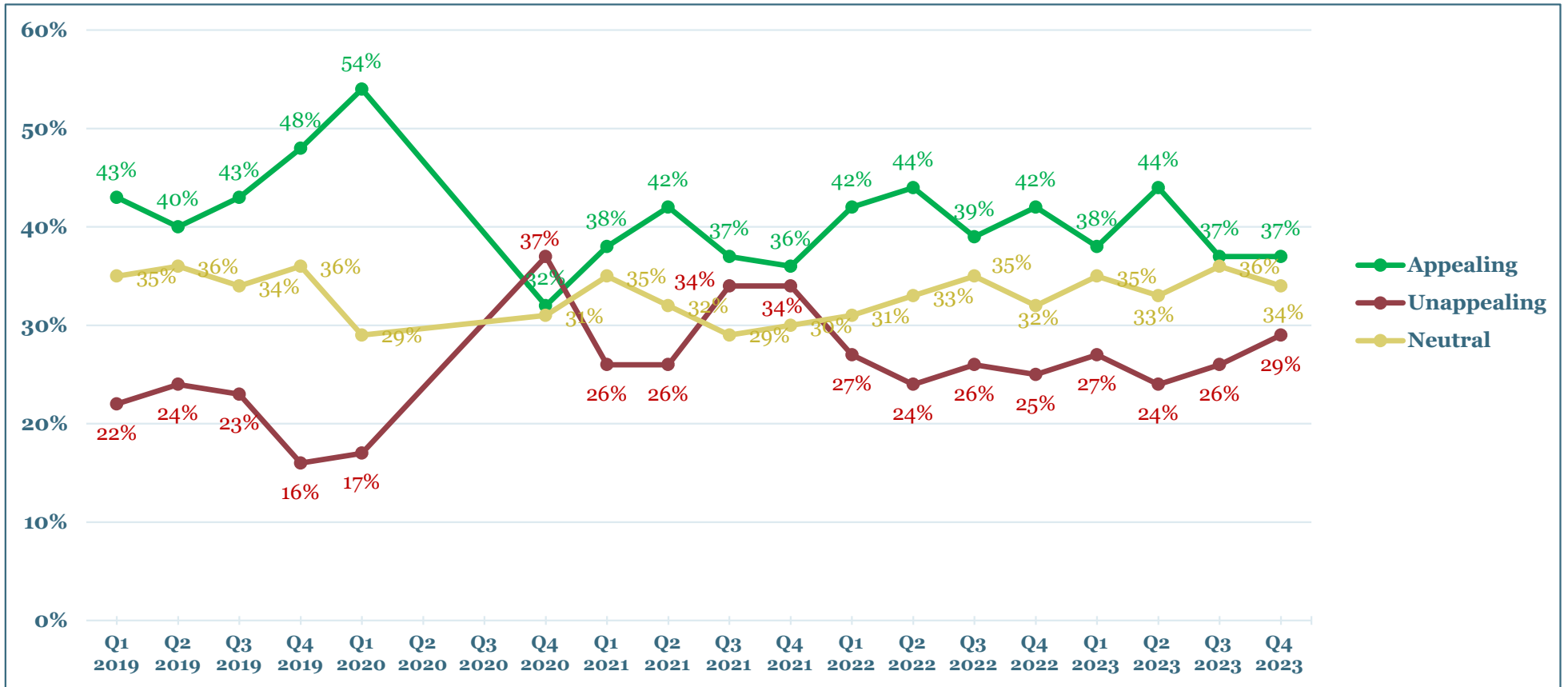
Q: Would you consider the general tone of media coverage you saw or heard about Portland to be:

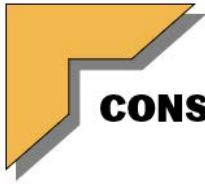




PORTLAND CONSUMER RESEARCH

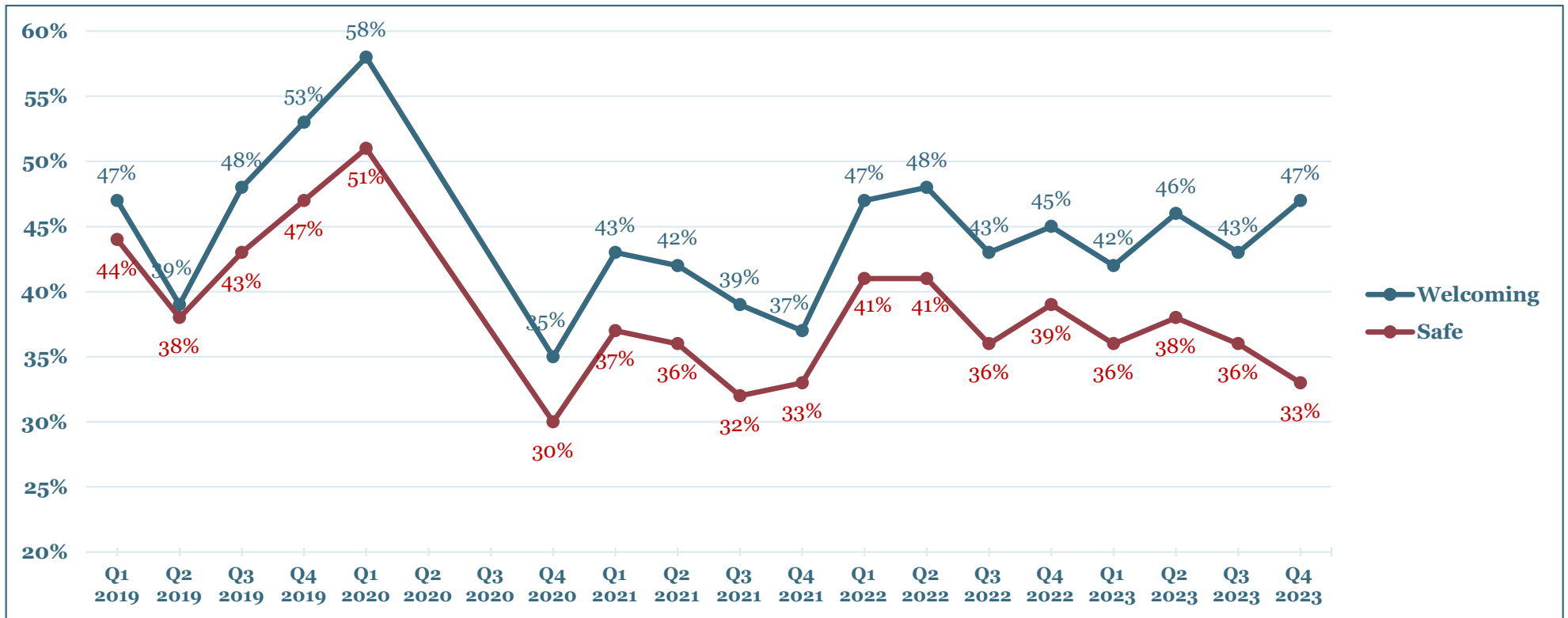
Q: How appealing is Portland as a potential vacation destination to you?

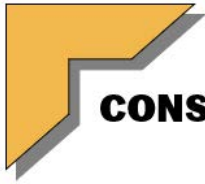




PORTLAND CONSUMER RESEARCH

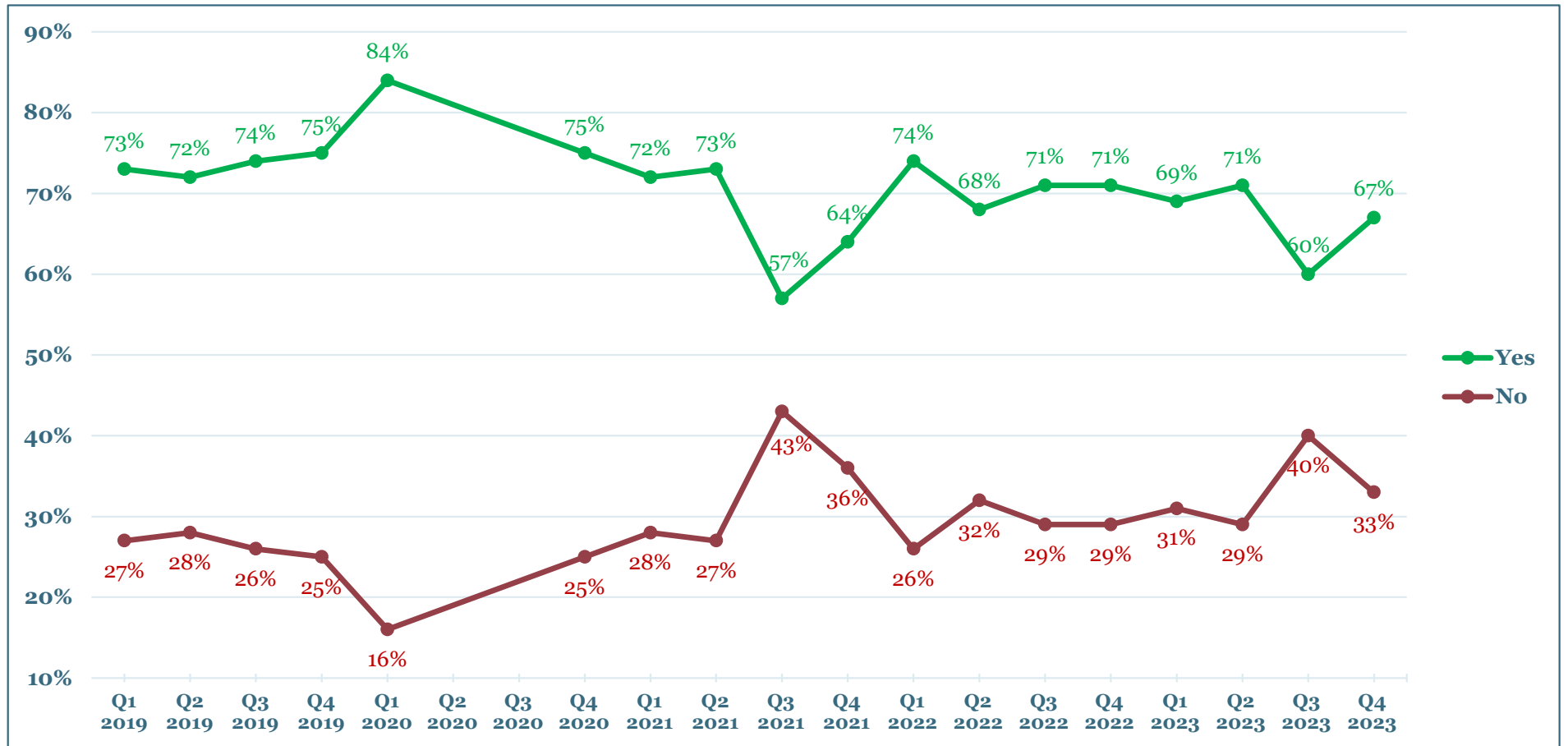
Q: Portland is a welcoming destination. (AGREE - Top 2 Box)
VS.
Q: Portland is a safe destination. (AGREE - Top 2 Box)





PORTLAND CONSUMER RESEARCH

Q: If you have visited Portland before, are you likely to visit again?





MARKETING & INTERNATIONAL TOURISM

MARKETING		
TravelPortland.com	1st Quarter	YTD
Visits	1,202,012	1,202,012
International Visits	95,527	95,527
Referrals	203,034	203,034
Business and Event Detail Views	686,785	686,785
TravelPortland.com/meetings		
Venue Finder Page Views	976	976

Source: Google Analytics

INTERNATIONAL TOURISM SALES		
International Visits/Arrivals*	2nd Quarter	4th Quarter
Portland**	N/A	N/A
Competitive Set***	N/A	N/A

**Source: Oxford Tourism Economics Company reports twice during the calendar year.*

***Be within 20% of our competitive sets' performance for overall visits/arrivals (5 year rolling basis).*

****Competitive set = Denver, Salt Lake City, San Diego, Seattle*

*****This will be a re-building goal for 5 years.*



DIVERSITY EMPLOYMENT STATISTICS 2023-24

TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATEGORIES

	September 30, 2023		First Quarter		
Job Category	Category Number	Total	Actual Percentage	Goal Percentage	Objective
	Number of Females	Number of Staff			
Executive/Senior Level	6	13	46%	40-60%	Monitor
First/Mid Level Manager	7	10	70%	40-60%	Monitor
Professionals	18	24	75%	40-60%	Monitor
Sales Workers	9	10	90%	40-60%	Monitor
Admin Support Workers	14	16	88%	40-60%	Monitor
Total	54	73	74%	40-60%	Monitor
	Number of Minorities	Number of Staff			
Executive/Senior Level	4	13	31%	15-33%	Monitor
First/Mid Level Manager	3	10	30%	15-33%	Monitor
Professionals	6	24	25%	15-33%	Monitor
Sales Workers	4	10	40%	15-33%	Monitor
Admin Support Workers	9	16	56%	15-33%	Monitor
Total	26	73	36%	15-33%	Monitor
This report is based on current full and part-time staff.					



FIRST OPPORTUNITY TARGET AREA (FOTA) 1ST QUARTER 2023-24

HIRING

Job Posting Locations	The Skanner	El Hispanic News	Hispanic Chamber
	WorkplaceDiversity.com	Urban League	Monster.com
	VeteransConnect.com	Mosaic Metier	PDX Pipeline
	HispanicDiversity.com	Partners in Diversity	AllDiversity.com
	DisabilityConnect.com	Indeed	LinkedIn
	OutandEqual.com	Destinations International	Travel Portland website
	LGBTConnect.com	H-Careers	PDX Women in Tech
	Black Travel Alliance	Mac's List	
Current Employees residing in MERC FOTA		15	

PURCHASING (YTD)

Travel Portland expenditure with MERC FOTA area businesses	\$669,666
--	-----------

PARTNERSHIP

Total Partners	Within FOTA	Diverse Partners/Minority (Self-Identified)	Women-Owned
1548	292	206	260

MWESB PURCHASING PARTICIPATION FY 2023-24 (YTD)

	MWESB Expended	Total Expended	Percentage of Total Spend on MWESB Expended
COBID or Other State Certified	\$299,009	\$1,213,140	25%
Self-Reported	\$425,032	\$1,213,140	35%
Total	\$724,041	\$1,213,140	60%

For the last 35 years Travel Portland has implemented a voluntary MBE/DBE/WBE purchasing program that strives to ensure a high level of participation with certified minority-owned, disadvantaged or women-owned businesses when securing services and supplies that are purchased using lodging tax dollars.

OCC SALES AND MARKETING BUDGET

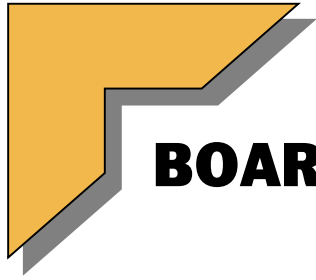
	Annual Budget	MERC QTR Ending 09-30-23	TID/TLT QTR Ending 09-30-23	Subtotal QTR Ending 09-30-23	Sum MERC YTD 06-30-24	Sum TID/TLT YTD 06-30-24	Sum of YTD 06-30-24	Percent
Expenses								
<u>MERC Supported - Professional Services</u>								
Professional Services								
<u>Convention Sales</u>								
<u>Direct Sales:</u>								
Subtotal - Convention Sales Professional Services	1,609,925	422,404	0	422,404	422,404	0	422,404	26.24%
<u>Program Support</u>								
Subtotal - Program Support	241,489	60,372	0	60,372	60,372	0	60,372	25.00%
<u>Research</u>								
Subtotal - Reserach Professional Services	82,875	31,556	0	31,556	31,556	0	31,556	38.08%
<u>Convention Services</u>								
Subtotal - Convention Services Professional Services	259,050	96,345	0	96,345	96,345	0	96,345	37.19%
<u>Other Contractual Professional Services</u>								
Subtotal - Other Contractual Professional Services	313,675	106,833	8,695	115,528	106,833	8,695	115,528	36.83%
 Total - MERC Supported - Professional Services	2,507,014	717,510	8,695	726,205	717,510	8,695	726,205	28.97%
<u>Other Non-Contractual Professional Services</u>								
Total - Other Non-Contractual Professional Services	0	0	42,675	42,675	0	42,675	42,675	0.00%
 <u>Convention Sales - MERC Supported Program of Work</u>								
<u>Sales Calls, Trips and Missions</u>								
Subtotal - Sales Calls, Trips and Missions	210,000	11,661	0	11,661	11,661	0	11,661	5.55%
<u>Multicultural Sales Efforts</u>								
Subtotal - Multicultural Sales Efforts	165,000	48,044	0	48,044	48,044	0	48,044	29.12%
<u>Trade Shows and Industy Events</u>								
Subtotal - Industry Trade Shows and Events	950,500	464,206	0	464,206	464,206	0	464,206	48.84%
<u>Familiarization Tours & Site Visits</u>								
Subtotal - Familiarization Tours	450,000	76,776	0	76,776	76,776	0	76,776	17.06%
<u>Other Programs</u>								
Subtotal - Other Programs	301,000	57,975	0	57,975	57,975	0	57,975	19.26%
Total Convention Sales MERC Supported Program of Work	2,076,500	658,663	0	658,663	658,663	0	658,663	31.72%
 Other Departments - MERC Supported POW								
<u>Convention Services - Other Programs</u>								
Subtotal - Con Svcs - Other Programs	155,986	57,951	0	57,951	57,951	0	57,951	37.15%
<u>Research - Other Programs</u>								
Research	125,000	75,210		75,210	75,210	0	75,210	
Subtotal - Research - Other Programs	125,000	75,210	0	75,210	75,210	0	75,210	60.17%
<u>DEI - Other Programs</u>								
Subtotal - DEI - Other Programs	125,000	34,479	0	34,479	34,479	0	34,479	27.58%
<u>Communications/PR</u>								
Subtotal - Comm/PR - Other Programs	100,000	36,929	0	36,929	36,929	0	36,929	36.93%
<u>Marketing</u>								
Subtotal - Marketing - Other Programs	275,000	189,845	0	189,845	189,845	0	189,845	69.03%
Total Other Depts MERC Supported Program of Work	780,986	394,413	0	394,413	394,413	0	394,413	50.50%
 Grand Total	5,364,500	1,770,586	51,370	1,821,956	1,770,586	51,370	1,821,956	33.96%

Travel Portland
Income Statement
(Statement of Financial Activities)

	Actual (Prior Year) YTD 9/30/2022 Column A	Actual YTD 9/30/2023 Column B	Budget YTD 9/30/2023 Column C	Actual (Prior Year) Full Year 6/30/2023 Column D	Approved Budget Full Year 6/30/2024 Column E
Revenue					
City/County Lodging Tax (1%)	1,454,235	1,547,938	1,717,200	5,212,907	6,491,784
Tourism Improvement District (TID = 2% + 1%)	4,435,891	4,991,251	4,711,156	16,118,923	19,361,278
MERC (OCC Contract)	1,226,780	1,341,125	1,341,120	4,986,618	5,364,500
Partnership Dues	62,807	64,453	0	199,772	0
Fees Earned & Other Income	40,621	361,732	65,106	692,550	260,421
EDA Grant	45,295	71,312	0	195,323	0
Trade-Out/In-Kind	0	0	0	2,745	0
Cooperative Programs	0	6,700	0	-1,650	0
Regional RCTP (from Travel Oregon)	1,095,191	348,229	451,266	3,371,083	1,805,080
Regional Recovery & Stabilization Fund (From Travel Oregon)	0	0	0	0	0
Cultural Tourism	61,249	34,981	53,001	282,783	212,000
Visitor Development Fund (VDF)	0	0	0	0	0
Total Revenue	8,422,069	8,767,722	8,338,849	31,061,053	33,495,063
Expenses					
Convention Sales	1,953,173	2,435,777	1,658,748	6,428,142	6,634,943
Research	110,319	130,652	166,365	445,935	665,456
Marketing	2,005,893	2,193,899	2,865,612	10,371,141	11,462,469
Convention Services	259,322	209,116	291,621	1,208,851	1,166,447
Events	52,884	82,575	158,166	538,643	632,638
International Tourism	212,955	255,464	487,431	927,993	1,949,715
Communications/PR	312,396	348,275	406,947	1,506,445	1,627,735
Regional RCTP (from Travel Oregon)	1,095,191	388,916	451,269	3,371,083	1,805,080
Community Engagement	190,070	264,732	371,178	1,288,272	1,484,707
Visitor Services	30,978	114,537	163,194	69,967	652,764
Equity Diversity Inclusion (EDI)	147,347	136,745	164,481	514,107	657,892
Program Support	801,680	1,101,236	1,188,807	4,218,166	4,755,217
Total Expenses	7,172,207	7,661,924	8,373,819	30,888,746	33,495,063
Net Surplus/(Deficit)	1,249,862	1,105,797	-34,970	172,308	0

Travel Portland
Balance Sheet
(Statement of Financial Position)

	Actual Prior Period YTD 8/31/2023 Column A	Actual Current YTD 9/30/2023 Column B	Change MTM Percentage Column C	Actual Prior YTD 9/30/2022 Column D	Change YOY Percentage Column E
Assets					
Cash and Cash Equivalents	5,542,556	7,137,840	22%	9,387,940	-24%
Investments	5,085,326	5,000,999	-2%	4,646,325	8%
Accounts Receivable	2,849,471	853,970	-234%	1,175,017	-27%
Prepaid Assets	1,068,319	1,013,322	-5%	776,659	30%
Fixed Assets, net	1,823,467	1,814,275	-1%	1,288,771	41%
Other Assets	3,850,442	3,850,442	0%	2,567	149870%
Total Assets	20,219,581	19,670,849	-3%	17,277,278	14%
Liabilities and Net Assets					
Liabilities					
Accounts Payable & Accrued Expenses	4,577,282	4,537,447	-1%	423,329	972%
Accrued Personnel	2,152,691	2,414,586	11%	1,784,227	35%
Deferred Revenue	282,164	300,498	6%	55,525	441%
Other Fiduciary Liabilities - RCTP/RRSF	-21,410	-94,771	77%	2,529,351	-104%
Loan Liability	0	0	0%	0	0%
Total Liabilities	6,990,727	7,157,760	2%	4,792,432	49%
Net Assets					
Undesignated	8,847,521	8,131,756	-9%	8,103,513	0%
Board Designated - Operating Reserve	4,381,333	4,381,333	0%	4,381,333	0%
Total Net Assets	13,228,854	12,513,089	-6%	12,484,846	0%
Total Liabilities and Net Assets	20,219,581	19,670,849	-3%	17,277,278	14%



BOARD OF DIRECTORS

LAST NAME	FIRST NAME	COMPANY	OFFICERS	COMMITTEE CHAIR
Andueza	Ana	CFO Advisory Services	Treasurer	Budget and Finance Committee
Boss	Dani	Holiday Inn Portland-Columbia Riverfront		
Bramlett	Tiquette	Chosen Family Wines		
Brown	Jeff	Hotel Eastlund		
Browne	Marie	The Ritz-Carlton Portland		
Burnett	Becky	Host2Host/Hive Hospitality		
Daley	Mike	Sheraton Portland Airport Hotel		
Dawes	Alex	Embassy Suites by Hilton Portland Downtown		
Faustin	Bertony	Abbey Creek Vineyard		
Fleming	Peter	Enterprise Holdings	Past Chair	
Hasan	Naim	Naim Hasan Photography @ N2H Media Group		
Hawkins	Rick	Geffen Mesher		
Huffman	Kurt	ChefStable	Vice Chair	
Lang	Brian	Hyatt Regency Portland at the Oregon Convention Center	Chair-elect	Convention Sales Steering Committee
Liu	Michael	Fubonn Shopping Center		
Lopuszynski	Ziggy	Crowne Plaza Portland - Downtown Convention Center		
Maldonado	Laura	Heathman Hotel		
Martinez	Martin	Orox Leather Co.		
McAllister	Martin	Portland Marriott Downtown Waterfront	Chair	Nominating Committee Tourism Improvement District Committee
McCarey	Heather	Explore Washington Park		
Patel	Ash	Canterbury Group, Inc.		
Patel	Katen	K10 Hotels, LLC		
Penilton	David	America's Hub World Tours		
Peterson	Lynn	Metro		
Rank Ignacio	Renee	McMenamins Pubs, Breweries & Historic Hotels		
Rubio	Carmen	City of Portland		
Tabales	Dwight	Hilton Portland Downtown & The Duniway		
Tigner	Ryan	iTrip Vacations Northwest		
Vega Pederson	Jessica	Multnomah County		
Weston	Linda	Rapporto		Partner Services Committee
Youngblood	Scott	Benchmark Pyramid Luxury & Lifestyle		

MERC Commission Meeting

January 3, 2024
12:30 pm

Expo Future Project Update

PROGRAM STATUS REPORT

Expo Future Project

December 2023

Project Executive Sponsor

Marissa Madrigal

Project Sponsor

Paul Slyman

Project Manager

Stephanie Redman

Status Legend To color status row, click in cell, choose design: shading, and select color.

	ON TRACK. Moving along nicely, no significant concerns at this time.
	CAUTION. Must be addressed or may be escalated to off-track mode. Project Manager has implemented corrective action.
	OFF TRACK. Causing significant impact to the project. Project manager needs assistance from Sponsor or others to correct.

Steering Committee

Marissa Madrigal, Kristin Dennis, Steve Faulstick, Brian Kennedy, Katie McDonald, Sebrina Owens-Wilson, Andrew Scott, Craig Stroud, Nathan Sykes, Lia Waiwaiole

Project Team

Jovian Davis—Project Administrator, Jamie Mathis – Strategic Communications, Amy Nelson—Project Administrator, Matthew Rotchford/Chuck Dills—Expo, Katie McDonald—GAPD, Nathan Sykes—OMA, Robyn Stowers—Council, Jon Deveau—Procurement, Josh Harwood—Economic Impact, Finance

Objective 01 - Honor the Historical and Cultural Significance of the site	Objective 02 - Pivot operations toward a sports-centered facility
SCHEDULE	SCHEDULE
Community engagement contract executed. Engagement work schedule compressed due to contractor selection delays and scope, personnel revisions. Expect to regain ground in 2024.	First deliverable (sports trends, MSA demographics, sport/entertainment visitation & spend data) provided one day late. (Consultant wanted to include another data source.) Sports market and financial feasibility study is on track for completion by Spring 2024.
BUDGET/COST	BUDGET/COST
<p>No current expenses; engagement contract will align with anticipated cost of \$100K. Community stipends may exceed budgeted amount of \$12K.</p> <p>Carry-forward to FY2024-25 will be needed for budgeted community engagement as work will span this and next FY.</p> <p>ULI grant not funded in fall 2023; awards postponed to spring/summer 2024. ULI still very interested, high probability of future</p>	<p>First invoice delivered 12.4.23, no concerns. Original scope of work for sports feasibility consulting contract expected to be as budgeted: \$170K.</p> <p>Additional funds may be required if/as additional scenarios need to be studied and/or created based on potential incursions from IBR-Marine Drive, Trimet Overnight Facility, and/or BES sewage pumping station.</p>

funding. Will continue to engage and look for a match between ULI interests and our work.	
SCOPE/DELIVERABLES	SCOPE/DELIVERABLES
Consultants held first meeting with Historical Significance & Memorialization Committee 12/12. Workplan and timelines to be established by early January.	Consultant delivered draft memo of sports tourism trends, MSA demographics, and current sports-entertainment spending.

SCHEDULE VARIANCE

Deliverable	Start Date		Completion Date	
	Baseline	Revised	Baseline	Revised
Governance structure approved	03/01/23		05/01/23	Complete
Project management plan	05/01/23		06/01/23	10/30/23(pend final review)
Objective 1 community engagement	08/01/23	12/11/23	09/30/24	10/30/24
Objective 1 funding analysis	09/01/23		12/30/23	
Objective 2 market and financial feasibility study	07/01/23	11/2/23	03/31/24	4/30/24
Identify how redevelopment concept will align with the project's community-driven Guiding Principles	10/01/23		07/30/24	
Redevelopment concept and branding	02/01/24		08/30/24	
Third party vs. Metro as operator analysis	03/01/24		09/30/24	
Capital needs assessment	04/01/24		09/30/24	
Funding strategy and business plan to support redevelopment	04/01/24		09/30/24	
Final COO recommendations on redevelopment plan			11/30/24	

BUDGET*/COST VARIANCE

Line Item	Budget Baseline	Cost to Date	Estimate at Completion	Variance
Market, financial feasibility, and funding studies	\$200,000	\$38,640	\$200,000	\$161,360
Community engagement	\$120,000		\$120,000	
Strategic communications	\$120,000		\$120,000	
Project concept marketing and branding	\$75,000		\$75,000	
Community and Tribal government stipends	\$20,500		\$20,500	
Misc. travel expenses	\$12,500		\$12,500	

CRITICAL ISSUES NEEDING CORRECTIVE ACTION

ISSUE AND PROJECT IMPACT	CORRECTIVE ACTION	RESPONSIBLE PARTY	ANTICIPATED RESOLUTION DATE
Understanding the breadth of the IBR, Tri-met, and BES site requests and impacts.	Work with agency partners to provide clarity on the request.	Paul/ Marissa	1/15/24

ACCOMPLISHMENTS SINCE LAST MEETING

- The Historical Significance and Memorialization Committee (HSM) activity included:
 - Meeting the Start Consulting community engagement team and its subcontractors at its Dec. 14 meeting
 - Welcoming MERC Commissioner Palm as the new MERC representative
 - Refreshing on the six stages of Expo Future community engagement
 - Reviewing options for how to plan the storytelling event
 - Agreeing to establish a subcommittee to plan the storytelling event
- The Sports and Facility Committee (SFC) activity included:
 - Co-chairs' report to Executive Advisory Committee
 - Preparing for December 20 monthly meeting (normally occurs *before* Steering Committee meeting but follows in December due to SC meeting date change)
 - Receipt of Hunden Partners' first deliverable: draft summary memo of sports trends, MSA demographics, sport/entertainment visitation & spend data
- Start Consulting was awarded the Expo Future community engagement contract; the contract is executed. The team had an initial meeting with HSM Committee and will work with staff to develop an updated implementation plan and deliverables timeline.
- MERC Chair Stoudamire-Phillips, Commissioner Palm, and Metro Councilors Hwang, Lewis, and Rosenthal met virtually with Hunden Partners to share their perspectives on Expo. These meetings followed November's in-person meetings with MERC Vice Chair Hall and Secretary-Treasurer Kryss-Rusoff and phone call with Council President Peterson.
- Marissa Madrigal spoke at the Portland Metro Chamber's December 14 breakfast panel on the sports economy in Portland to highlight the Expo Future project. Positive media coverage from KOIN and Portland Tribune
- Paul, Stephanie met with Nathan, Gary in OMA to learn about the implications of Expo's current industrial zoning and if/how to Expo's current conditional use permit for public assembly could be affected by Trimet and other developments on the site. OMA followed the conversation with an internal advisory memo.
- Staff met with University of Oregon to discuss the potential for Expo to serve as an urban design studio in spring 2024 (April to June). Discussions will continue.
- Stephanie met with ULI to discuss the status of the grant application in support of the storytelling event. ULI has postponed award of grants planned for fall 2023 to spring/summer 2024. ULI remains interested in supporting Expo Future work.
- Sport Oregon, Travel Portland, and Metro staff traveled to Spokane to tour [The Podium](#), a two-year-old multi-use sports venue, and the adjacent newly constructed Spokane Stadium used for high school football and professional soccer. The group learned about The Podium's capital and operational funding, uses, booking policy, operations, interaction with other properties in the

[Spokane Public Facilities District](#) portfolio, and the district's cooperative relationship with Sports Spokane. Lessons learned have been captured from subsequent conversations.

- Paul provided an orientation to the Executive Advisory Committee to Interim Multnomah County Commissioner Beason.
- Hunden Partners delivered a draft of sports feasibility study deliverables 2 and 3: Overview of sports tourism trends (Task 2) and market and visitor demographics and current spending (Task 3). Findings were recapped at the Executive Advisory and Sport and Facility committee meetings.
- Paul and Stephanie briefed Hunden Partners about potential incursions by IBR, Trimet, and BES at Expo and discussed if/when Hunden's work would need to be modified to include other scenarios.
- Paul provided a project update to Eric Engstrom, Deputy Director of City of Portland Bureau of Planning and Sustainability.
- Jaime developed an Expo Future holiday card, sent to all governance committees.
- Monthly newsletter distributed; Paul's monthly office hours continue to support community discussion.

PLANNED MILESTONES/DELIVERABLES FOR THE NEXT REPORTING PERIOD

- Monthly HSM, SFC, and Steering Committee meetings
- Hunden Partners to deliver draft memo of unmet needs, growth markets, potential demand, history and culture integration, and site constraints in January 2024
- Creation of internal and external project finance task force
- Stephanie to provide a project update to Jan. 8 meeting of Portland Indian Leaders Roundtable
- Coordinate JAMO site tours for governance committee members.
- Monthly newsletter distribution and Paul's open office hours

NEXT STEERING COMMITTEE MEETING— 1/25/24

Suggested Topics

- Funding Study Task Force, if ready
- Trimet Overnight Facility
- Storytelling event