
MERC Commission Meeting

June 7, 2023
12:30 pm

Zoom Virtual Meeting

Metro respects civil rights

Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes that ban discrimination. If any person believes they have been discriminated against regarding the receipt of benefits or services because of race, color, national origin, sex, age or disability, they have the right to file a complaint with Metro. For information on Metro’s civil rights program, or to obtain a discrimination complaint form, visit www.oregonmetro.gov/civilrights or call 503-813-7514. Metro provides services or accommodations upon request to persons with disabilities and people who need an interpreter at public meetings. If you need a sign language interpreter, communication aid or language assistance, call 503-797-1890 or TDD/TTY 503-797-1804 (8 a.m. to 5 p.m. weekdays) 5 business days before the meeting. All Metro meetings are wheelchair accessible. For up-to-date public transportation information, visit TriMet’s website at www.trimet.org.

Thông báo về sự Metro không kỳ thị của Metro tôn trọng dân quyền. Muốn biết thêm thông tin về chương trình dân quyền của Metro, hoặc muốn lấy đơn khiếu nại về sự kỳ thị, xin xem trong www.oregonmetro.gov/civilrights. Nếu quý vị cần thông dịch viên ra dấu bằng tay, trợ giúp về tiếp xúc hay ngôn ngữ, xin gọi số 503-797-1890 (từ 8 giờ sáng đến 5 giờ chiều vào những ngày thường) trước buổi họp 5 ngày làm việc.

Повідомлення Metro про заборону дискримінації Metro з повагою ставиться до громадянських прав. Для отримання інформації про програму Metro із захисту громадянських прав або форми скарги про дискримінацію відвідайте сайт www.oregonmetro.gov/civilrights або Якщо вам потрібен перекладач на зборах, для задоволення вашого запиту зателефонуйте за номером 503-797-1890 з 8.00 до 17.00 у робочі дні за п'ять робочих днів до зборів.

Metro 的不歧视公告 尊重民權。欲瞭解Metro民權計畫的詳情，或獲取歧視投訴表，請瀏覽網站 www.oregonmetro.gov/civilrights。如果您需要口譯方可參加公共會議，請在會議召開前5個營業日撥打503-797-1890（工作日上午8點至下午5點），以便我們滿足您的要求。

Ogeysiiska takooris la’aanta ee Metro Metro waxay ixtiraamtaa xuquuqda madaniga. Si aad u heshid macluumaad ku saabsan barnaamijka xuquuqda madaniga ee Metro, ama aad u heshid warqadda ka cabashada takoorista, booqo www.oregonmetro.gov/civilrights. Haddii aad u baahan tahay turjubaan si aad uga qaybqaadatid kullaan dadweyne, wac 503-797-1890 (8 gallinka hore illaa 5 gallinka dambe maalmaha shaqada) shan maalmo shaqa ka hor kullanka si loo tixgaliyo codsashadaada.

Metro의 차별 금지 관련 통지서 Metro의 시민권 프로그램에 대한 정보 또는 차별 항의서 양식을 얻으려면, 또는 차별에 대한 불만을 신고 할 수 www.oregonmetro.gov/civilrights. 당신의 언어 지원이 필요한 경우, 회의에 앞서 5 영업일 (오후 5시 주중에 오전 8시) 503-797-1890를 호출합니다.

Metroの差別禁止通知 Metroでは公民権を尊重しています。Metroの公民権プログラムに関する情報について、または差別苦情フォームを入手するには、www.oregonmetro.gov/civilrights。までお電話ください公開会議で言語通訳を必要とされる方は、Metroがご要望に対応できるよう、公開会議の5営業日前までに503-797-1890（平日午前8時～午後5時）までお電話ください。

ការ​គោរព​សិទ្ធិ​ពលរដ្ឋ​របស់​ ។​ សំរាប់​ព័ត៌មាន​អំពី​កម្មវិធី​សិទ្ធិ​ពលរដ្ឋ​របស់​ Metro ឬ​ដើម្បី​ទទួល​ពាក្យ​បណ្តឹង​រើសអើង​សូម​ចូល​ទស្សនា​គេហទំព័រ www.oregonmetro.gov/civilrights។​ បើ​លោក​អ្នក​ត្រូវ​ការ​អនុបកប្រែ​ភាសា​នៅ​ពេល​អង្គបុគ្គលិក​ណា​មួយ​សូម​ទូរស័ព្ទ​មក​លេខ 503-797-1890 (ម៉ោង 8 រឺ​ក្នុង​ម៉ោង 5 ល្ងាច ថ្ងៃ​អង្គារ​រហូត​ដល់​ថ្ងៃ​ច័ន្ទ) ប្រាំ​ពីរ​ថ្ងៃ​មុន​ថ្ងៃ​អង្គារ​មុន​ថ្ងៃ​អង្គារ​ដើម្បី​អាច​ឲ្យ​គេ​សម្រួល​តាម​សំណើ​របស់​លោក​អ្នក

إشعار بحقوق مدني من Metro الحقوق والمدنية للمزيد من المعلومات حول برنامج Metro للحقوق والمدنية أو لإبداء شكوى ضد تمييزي زعي رجى زيارة الموقع الإلكتروني www.oregonmetro.gov/civilrights. إن كنت بحاجة إلى مساعدة في اللغة، ي ج ب ع ل ي ك الاتصال مقدم برقم الهاتف 503-797-1890 من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة قبل خمسة (5) أيام عمل من موعد الاجتماع.

Paunawa ng Metro sa kawalan ng diskriminasyon Iginagalang ng Metro ang mga karapatang sibil. Para sa impormasyon tungkol sa programa ng Metro sa mga karapatang sibil, o upang makakuha ng porma ng reklamo sa diskriminasyon, bisitahin ang www.oregonmetro.gov/civilrights. Kung kailangan ninyo ng interpreter ng wika sa isang pampublikong pulong, tumawag sa 503-797-1890 (8 a.m. hanggang 5 p.m. Lunes hanggang Biyernes) lima araw ng trabaho bago ang pulong upang mapagbigyan ang inyong kahilingan. Notificación de no discriminación de Metro.

Notificación de no discriminación de Metro Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a www.oregonmetro.gov/civilrights. Si necesita asistencia con el idioma, llame al 503-797-1890 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

Уведомление о недопущении дискриминации от Metro Metro уважает гражданские права. Узнать о программе Metro по соблюдению гражданских прав и получить форму жалобы о дискриминации можно на веб-сайте www.oregonmetro.gov/civilrights. Если вам нужен переводчик на общественном собрании, оставьте свой запрос, позвонив по номеру 503-797-1890 в рабочие дни с 8:00 до 17:00 и за пять рабочих дней до даты собрания.

Avizul Metro privind nediscriminarea Metro respectă drepturile civile. Pentru informații cu privire la programul Metro pentru drepturi civile sau pentru a obține un formular de reclamație împotriva discriminării, vizitați www.oregonmetro.gov/civilrights. Dacă aveți nevoie de un interpret de limbă la o ședință publică, sunați la 503-797-1890 (între orele 8 și 5, în timpul zilelor lucrătoare) cu cinci zile lucrătoare înainte de ședință, pentru a putea să vă răspunde în mod favorabil la cerere.

Metro txoj kev ntxub ntxaug daim ntawv ceeb toom Metro tributes cai. Rau cov lus qhia txog Metro txoj cai kev pab, los yog kom sau ib daim ntawv tsis txaus siab, mus saib www.oregonmetro.gov/civilrights. Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1890 (8 teev sawv ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntawm lub rooj sib tham.



Karis Stoudamire-Phillips
Chair

Damien Hall
Vice chair

Deidra Krys-Rusoff
Secretary-treasurer

Dañel Malán

David Martinez

Deanna Palm

David Penilton

Metropolitan Exposition Recreation Commission

Meeting Agenda

June 7, 2023

12:30 to 2:30 p.m.

Zoom | Webinar ID: 856 1979 7028 Password: 462199

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 Will Norris
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 May 3, 2023
1:20	Action Agenda <ul style="list-style-type: none">Resolution 23-02 For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2023-24.Resolution 23-03 For the Purpose of Ratifying the ILWU 28 CBA. Christina Longo
1:40	Travel Portland Quarterly Report James Jesse and Angela Nelson
2:10	Expo Future Project Update Paul Slyman and Giyen Kim

MERC Commission Meeting

June 7, 2023
12:30 pm

Financial Report

Date: June 7th, 2023

To: Commissioner Karis Stoudamire-Phillips, Chair
 Commissioner Damien Hall, Vice Chair
 Commissioner Deidra Krys-Rusoff, Secretary-Treasurer
 Commissioner Dañel Malán
 Commissioner David Martinez
 Commissioner Deanna Palm
 Commissioner David Penilton
 Councilor Gerritt Rosenthal

From: Will Norris, MERC Venues Finance Manager

Subject: June 2023 Financial Report

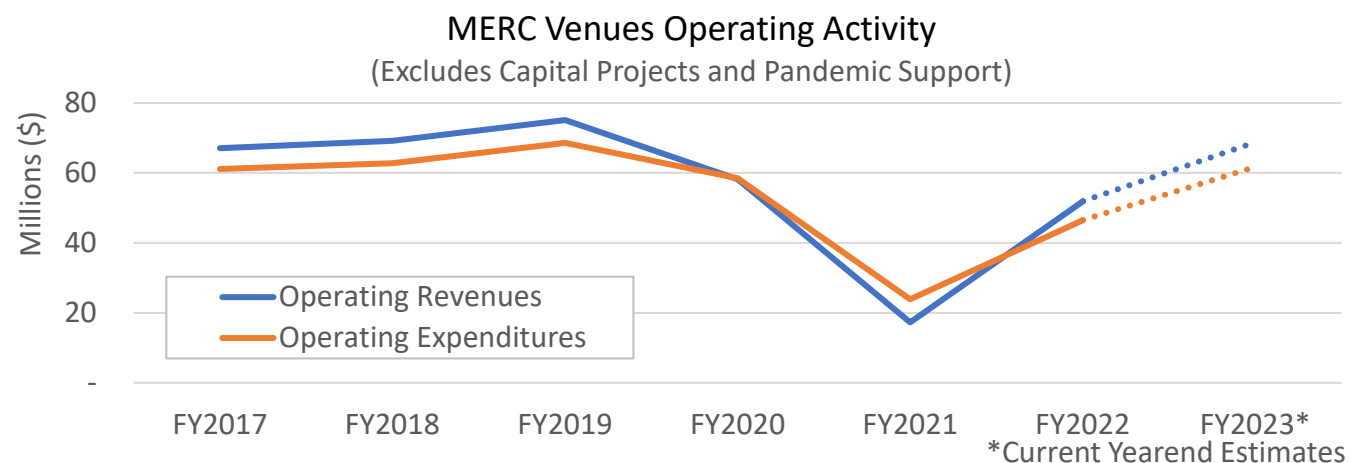
Introduction

The attached reports include financial data through April 2023 (83% of the Fiscal Year) and forecasted estimates-to-close for the full Fiscal Year (FY) 2022-23. April's data showed a significant increase in activity at the Oregon Convention Center, some slight softening in Portland's revenues, and confirmed existing trends at the Portland Expo Center.

Venue-wide Trends

Yearend estimates of both revenues and expenditures increased with the addition of April's figures. Total MERC yearend operating revenue estimates increased to \$68.8 million or an additional \$1.5 million as compared to the prior month's estimate. FY2022-23 yearend operating expenditures estimates increased to \$61.7M or an additional \$2.5 million as compared to the prior month's report.

FY2022-23's expected operating margin narrowed to 11.4%. This may partially reflect progress filling vacancies, both in venue staff but also embedded venue partners such as Levy. Operating margins in the years immediately preceding the COVID pandemic ranged from 9.5% to 10.2%.



Venue Specific Notes

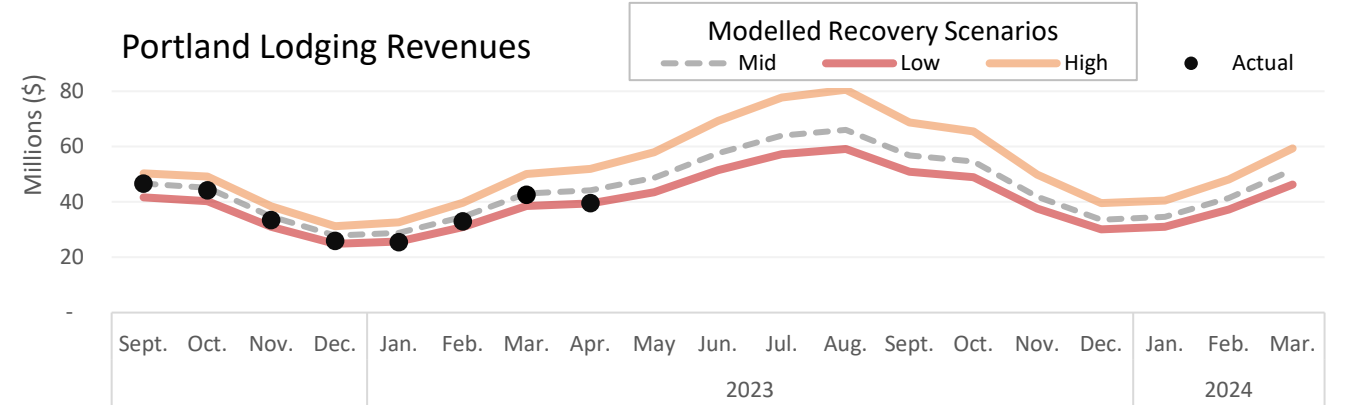
Oregon Convention Center - April was a particularly busy month at the Oregon Convention Center. Food & Beverage activity led to upward revisions to both revenue and expenditure expectations for the year. Utility

Services revenue was well above trend due to the Specialty Coffee Expo [A](#). This group required an extensive amount of power to operate their espresso machines and other coffee equipment. Utility Services revenue for the event approached \$470K. This amount is roughly three times more than the next highest utility services billing for an event this fiscal year and now constitutes nearly 1/5th of total utility services revenue for the year-to-date. While these numbers were extraordinary, the overall impact to the Oregon Convention Center’s financial trajectory is minimal because the event revenue is offset by increased utilities costs [B](#).

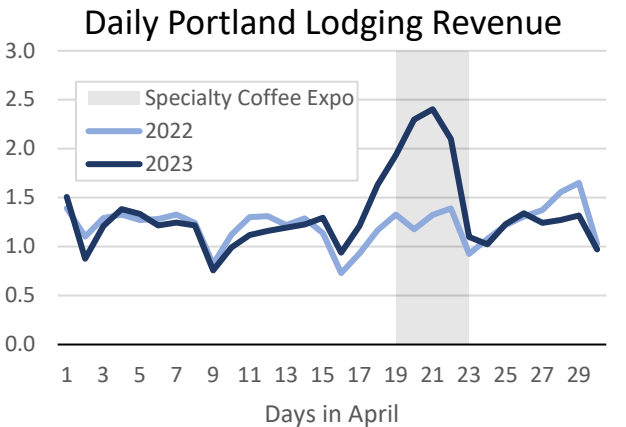
Portland’5 – April’s numbers were slightly below trend for Portland’5 and resulted in a minor reduction in yearend estimated revenues as compared to the prior month’s financial report. Overall, the Performing Arts Center is still on track for a healthy operating margin for FY2022-23. The attached report does not include any impacts from the failure of the Arlene Schnitzer Concert Hall Cooling Tower. The revenue impacts are expected to be relatively small as an interim cooling unit was installed quickly and many impacted events were able to be shifted to other Portland’5 venues. A very rough estimate for potential FY2022-23 cooling tower replacement costs is included in the capital project section [C](#). This number is highly subject to change.

Expo - The Portland Expo Center has been on a very steady pace for the last several months and that did not change with the addition of April’s numbers. The center is still on track to carryforward approximately \$3 million in fund balance into FY2023-24.

Monitoring Lodging Tax Revenues – April was a weak month for lodging activity. Total April lodging receipts fell as compared to the prior month. This is not typical heading into the busy summer season. The graph below shows actual lodging revenues as compared to several recovery scenarios discussed during the last MERC Budget Retreat. Each scenario is meant as guideposts to monitor the pace of lodging tax recovery and not as discreet predictions.



A bright spot in April’s lodging numbers was during the Specialty Coffee Expo from April 19th - 23rd. This event attracted an estimated 12,000 attendees, up from an originally forecasted 10,000 attendees. The graph to the right shows daily Portland area lodging revenues in 2022 and 2023. Lodging revenues during the Specialty Coffee Expo were up \$3.7 million or 60% as compared to the same four days the prior year.



OREGON CONVENTION CENTER								
Current Fiscal Year 2022-23						Prior Fiscal Year		
OPERATIONS	Adopted Budget	Actual thru Apr. 2023 (83% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Apr. 2023	Actual thru Apr. 2022	Year-End Actual	
REVENUES								
Charges for Services								
Food & Beverage	9,844,020	11,365,020	13,373,395	3,529,375	115%	4,468,404	7,508,691	
Facility Rentals	4,585,000	4,087,606	4,860,978	275,978	89%	2,797,332	3,743,815	
Parking Revenue	1,430,000	1,478,368	1,694,657	264,657	103%	1,440,020	1,638,203	
A All Other (AV, Utility Svcs. Etc.)	5,627,362	5,741,436	6,785,933	1,158,571	102%	3,375,070	4,854,731	
Local Government Shared Revenues								
Lodging Excise Tax	13,926,355	9,393,439	13,926,355	-	67%	7,196,946	11,518,390	
Visitor Facilities Trust Account	1,595,750	-	1,595,750	-	0%	-	1,227,500	
Contributions from Private Sources								
Grants	-	121,870	315,870	315,870		200,000	24,530	
Interest Earnings	160,000	300,994	369,781	209,781	188%	75,958	109,445	
Miscellaneous Revenue	18,500	60,229	50,226	31,726	326%	106,906	116,729	
Transfers-R	-	-	-	-		2,128,592	2,128,592	
REVENUE TOTAL	37,186,987	32,548,962	42,972,945	5,785,958	88%	21,791,868	32,971,383	
EXPENDITURES								
Administration	2,476,083	952,599	1,255,303	(1,220,780)	38%	732,565	912,496	
Sales & Marketing	5,901,201	5,304,121	6,539,233	638,032	90%	2,712,379	2,968,873	
Facility Operations								
Facility Management	5,383,254	3,382,014	4,398,424	(984,830)	63%	2,888,464	3,718,117	
B Utility Services	1,111,979	1,216,040	1,386,170	274,191	109%	129,064	304,777	
Audio Visual	1,391,775	1,224,906	1,522,016	130,241	88%	551,734	849,573	
Setup	3,953,870	2,410,978	2,917,655	(1,036,215)	61%	1,541,635	2,004,033	
Telecommunications	575,970	350,452	451,825	(124,145)	61%	287,209	446,852	
Public Safety	1,359,568	1,286,868	1,601,103	241,535	95%	904,788	1,154,405	
Admissions & Event Services	1,369,435	1,022,872	1,237,303	(132,132)	75%	763,507	961,266	
Ticketing & Guest Experience	216,826	304,843	343,516	126,690	141%	148,970	185,706	
Food & Beverage	8,428,556	7,732,998	10,088,511	1,659,955	92%	2,860,315	5,588,916	
Parking	665,393	383,824	511,160	(154,233)	58%	96,021	207,853	
Non-Dept. (Ctrl Svcs. & VFTA Exp.)	6,036,074	4,644,395	6,036,074	-	77%	4,563,360	5,832,065	
EXPENDITURE TOTAL	38,869,984	30,216,909	38,288,293	(581,691)	78%	18,180,011	25,134,931	
Current Fiscal Year 2022-23						Prior Fiscal Year		
CAPITAL PROJECTS	Adopted Budget	Actual thru Apr. 2023 (83% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Apr. 2023	Actual thru Apr. 2022	Year-End Actual	
REVENUES								
Local Government Shared Revenue:	-	-	180,965	180,965		-	-	
REVENUE TOTAL	-	-	180,965	180,965		-	-	
EXPENDITURES								
Capital Projects								
Food & Beverage: Planning & Desi	300,000	-	-	(300,000)	0%	-	-	
Performance Stage Stair Units	138,000	41,112	138,000	-	30%	-	-	
Integrated Door Access Controls	60,000	-	-	(60,000)	0%	-	-	
Tower/Crown Glazing	1,000,000	151,088	600,000	(400,000)	15%	8,303	12,960	
ADA Assessment and Improvemen	140,000	55,505	140,000	-	40%	-	-	
Security Camera Additions	600,000	-	-	(600,000)	0%	-	-	
Compator Replacement	185,000	-	-	(185,000)	0%	-	-	
OCC Waterproof:Rain Garden	150,000	-	100,000	(50,000)	0%	-	-	
Front of House Public Safety Consc	150,000	-	-	(150,000)	0%	-	-	
Network Head End System Infrastrn	375,000	-	250,000	(125,000)	0%	-	-	
OCC Waterproof:LoadDock&PPLV	600,000	439,002	550,000	(50,000)	73%	-	3,060	
All Other	-	166,590	178,908	178,908		73,710	80,778	
EXPENDITURE TOTAL	3,698,000	853,296	1,956,908	(1,741,092)	23%	82,013	96,798	
FY2022-23 Beginning Fund Balance		20,280,837						
Projected Change in Fund Balance		2,908,708						
Projected Ending Fund Balance		23,189,545						

PORTLAND'S PERFORMING ARTS VENUES							
Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Apr. 2023 (83% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Apr. 2023	Actual thru Apr. 2022	Year-End Actual
REVENUES							
Charges for Services							
Ticket Services	5,154,317	5,240,654	6,149,959	995,642	102%	3,428,302	5,227,233
Production Services	3,215,343	2,097,108	2,682,965	(532,378)	65%	1,602,859	2,172,842
Booking & Sales	1,772,340	1,644,588	2,027,512	255,172	93%	1,254,316	1,735,493
Promoted Shows (P5 Presents)	1,315,000	720,802	766,923	(548,077)	55%	283,778	336,160
Admissions	1,370,887	1,006,054	1,242,190	(128,697)	73%	759,168	1,057,922
Food & Beverage	876,640	1,121,748	1,313,621	436,981	128%	831,183	1,058,338
All Other	1,646,458	1,326,285	1,601,156	(45,302)	81%	1,006,988	1,388,326
Local Government Shared Revenues							
Lodging Excise Tax	1,462,769	1,020,651	1,513,181	50,412	70%	946,954	1,420,789
Visitor Facilities Trust Account	494,000	-	494,000	-	0%	-	380,000
Contributions from Governments	1,053,584	526,792	1,053,584	-	50%	649,471	998,941
Contributions from Private Sources	190,955	10,000	25,000	(165,955)	5%	-	-
Grants	-	6,300	6,300	6,300	-	-	10,000,000
Interest Earnings	176,000	319,625	408,804	232,804	182%	119,463	165,949
Miscellaneous Revenue	73,895	(6,556)	(10,741)	(84,636)	-9%	5,616	96,492
Transfers-R	-	-	-	-	-	136,794	136,794
REVENUE TOTAL	18,802,188	15,034,050	19,274,453	472,265	80%	11,024,893	26,175,280
EXPENDITURES							
Administration	988,816	994,025	1,242,251	253,435	101%	827,111	1,080,817
Sales, Marketing, & Outreach	2,680,659	1,581,178	1,876,750	(803,909)	59%	894,930	1,055,908
Facilities & Production Svcs	8,596,189	5,768,235	7,106,761	(1,489,428)	67%	5,406,993	7,231,763
Special Services	1,135,105	561,995	701,382	(433,723)	50%	429,173	650,120
Event Coord. & Admissions	1,745,592	1,503,170	1,883,918	138,326	86%	1,094,657	1,477,478
Ticket Services	2,216,026	1,986,365	2,396,776	180,750	90%	1,804,083	2,154,452
Food & Beverage	58,756	12,030	14,905	(43,851)	20%	26,651	37,009
Non-Dept. (Ctrl Svcs. & VFTA Exp.)	2,487,855	2,078,220	2,487,855	-	84%	2,108,300	2,529,964
EXPENDITURE TOTAL	19,908,998	14,485,218	17,710,598	(2,198,400)	73%	12,591,898	16,217,510
Current Fiscal Year 2022-23						Prior Fiscal Year	
CAPITAL PROJECTS	Adopted Budget	Actual thru Apr. 2023 (83% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Apr. 2023	Actual thru Apr. 2022	Year-End Actual
REVENUES							
Contributions from Governments	-	700,000	700,000	700,000	-	-	150,000
Miscellaneous Revenue	-	-	-	-	-	726	726
REVENUE TOTAL	-	700,000	700,000	700,000	-	726	150,726
EXPENDITURES							
Capital Projects							
AHH FoH Elevators	200,000	189,040	200,000	-	95%	-	-
P5 F&B Levy Cap Investment	100,000	-	10,000	(90,000)	0%	-	-
ASCH sewer line replacement	1,420,000	1,119,470	1,250,861	(169,139)	79%	25,319	157,845
ASCH Roof and Drains	50,000	767	10,000	(40,000)	2%	-	-
P5-ASCH-Acoustical Imp	115,000	104,557	110,000	(5,000)	91%	399,858	400,653
Keller Cooling Project	30,000	12,000	51,071	21,071	40%	2,479	9,642
Newmark Stage Floor	50,000	6,740	6,740	(43,260)	13%	-	-
Headset Upgrade	100,000	-	122,065	22,065	0%	-	-
ASCH Cooling Replacement	-	-	500,000	500,000	-	-	-
All Other	728,965	90,748	150,997	(577,968)	12%	542,214	500,936
EXPENDITURE TOTAL	2,793,965	1,523,321	2,411,734	(382,231)	55%	969,870	1,069,075

FY2022-23 Beginning Fund Balance	14,672,561
Projected Change in Fund Balance	(147,878)
Projected Ending Fund Balance	14,524,683

PORTLAND EXPO CENTER							
Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Apr. 2023 (83% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Apr. 2023	Actual thru Apr. 2022	Year-End Actual
REVENUES							
Charges for Services							
Food & Beverage	355,385	440,307	494,573	139,188	124%	395,435	483,017
Facility Rentals	1,888,352	1,858,722	2,161,919	273,567	98%	1,293,846	1,563,385
Parking Revenue	1,986,268	1,534,791	1,678,044	(308,224)	77%	916,701	1,237,590
All Other	1,072,105	1,030,573	1,189,258	117,153	96%	1,108,550	1,297,156
Local Government Shared Revenues							
Visitor Facilities Trust Account	373,750	-	373,750	-	0%	-	287,500
Interest Earnings	6,000	44,188	61,519	55,519	736%	10,806	14,666
Miscellaneous Revenue	42,500	88,466	92,152	49,652	208%	89,621	83,021
Transfers-R	480,000	480,000	480,000	-	100%	563,092	671,432
REVENUE TOTAL	6,204,360	5,477,046	6,531,215	326,855	88%	4,378,052	5,637,767
EXPENDITURES							
Administration	516,547	379,419	460,232	(56,315)	73%	394,671	472,207
Sales & Marketing	323,413	203,775	246,835	(76,578)	63%	124,412	159,420
Facility Operations	2,084,772	1,425,166	1,758,091	(326,681)	68%	1,081,432	1,436,106
Special Services	387,229	357,754	463,340	76,111	92%	462,041	560,995
Event Coord. & Admissions	514,437	389,048	474,163	(40,274)	76%	243,647	322,066
Ticket Services	170,621	139,233	157,179	(13,442)	82%	107,106	110,758
Food & Beverage	35,000	3,040	3,484	(31,516)	9%	61,771	67,764
Parking	314,534	206,634	285,021	(29,513)	66%	140,539	209,327
Non-Dept. (Central Svcs. & Debt)	1,866,679	1,692,180	1,866,679	-	91%	1,655,030	1,831,562
EXPENDITURE TOTAL	6,213,232	4,796,250	5,715,023	(498,209)	77%	4,270,649	5,170,204
Current Fiscal Year 2022-23						Prior Fiscal Year	
CAPITAL PROJECTS	Adopted Budget	Actual thru Apr. 2023 (83% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Apr. 2023	Actual thru Apr. 2022	Year-End Actual
REVENUES							
Local Government Shared Revenue	-	-	31,935	31,935		-	-
Contributions from Private Sources	40,000	-	40,000	-	0%	-	-
Transfers-R	200,000	200,000	123,289	(76,711)	100%	-	-
REVENUE TOTAL	240,000	200,000	195,224	(44,776)	83%	-	-
EXPENDITURES							
Capital Projects							
Metro Outfalls Decommissioning	100,000	3,388	30,000	(70,000)	3%	-	-
Expo Transformer	100,000	23,279	23,289	(76,711)	23%	-	-
EXPO F&B Levy Cap Investment	250,000	-	-	(250,000)	0%	-	-
Expo Hall C Struc. Repairs	-	-	-	-		(0)	4,020
Exhibit Hall Lighting	-	-	-	-		196,437	196,437
EXPENDITURE TOTAL	450,000	26,666	53,289	(396,711)	6%	196,437	200,457
FY2022-23 Beginning Fund Balance			2,145,978				
Projected Change in Fund Balance			958,127				
Projected Ending Fund Balance			3,104,105				

MERC Commission Meeting

June 7, 2023
12:30 pm

Consent Agenda

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions
May 3, 2023
Virtual Zoom Meeting

Present:	Karis Stoudamire-Phillips, Damien Hall, Dañel Malán, David Martinez, Deanna Palm, David Penilton
Absent:	Deidra Krys-Rusoff
	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"> Councilor Rosenthal shared there has been a temporary halt on tolling, and a court of appeals approval regarding last year's land exchange.
4.0	GM Communications Steve Faulstick provided the following updates: <ul style="list-style-type: none"> Venues have presented their annual budgets to Council this week. Exec and finance teams were thanked for their great work. Travel Portland's awards luncheon will be held next week. The Audio / Visual contracts were signed and submitted this morning. The Washington DC Sales Mission was well attended and very productive. Commissioner Malan shared her positive experience.
5.0	Financial Report Will Norris presented a financial update: <ul style="list-style-type: none"> Commissioner Palm asked about budget impacts with vendors during the Expo project work. Norris responded that the FY24 budget was not adjusted for the Expo project work. Rotchford noted that there is still a large amount of work to be done in phase 2 of the project and the Expo team in engaging in ongoing client conversations and feel confident booking will remain strong in the next year.
6.0	Venue Business Reports Matthew P. Rotchford, Cindy Wallace and Brian Wilson reported on business at the venues during the past month. <ul style="list-style-type: none"> Commissioner Penilton asked about operational impacts once repair work starts at the Schnitzer. Wilson responded there are many factors to consider, and they are working through them currently. One option being explored is a placing a cooling tower over the grand lobby which would minimize impact. Commissioner Martinez highlighted the need for messaging around preparedness for end-of-life facility issues. Faulstick noted Metro's support and highlighted that this project is on the 5-year CIP.
7.0	Consent Agenda <ul style="list-style-type: none"> Record of MERC Actions, April 5, 2023 <p>A motion was made by Commissioner Hall and seconded by Commissioner Malan to approve the Consent Agenda.</p> <p>VOTING: AYE: 6 (Stoudamire-Phillips, Hall, Malán, Martinez, Palm and Penilton) NAY: 0</p>

	MOTION PASSED
8.0	Levy Report Ed Strong <ul style="list-style-type: none"> • Commissioner Hall thanked Strong for the comprehensive summary of Levy’s great work. • Faulstick highlighted the strong Levy / Metro partnership.
9.0	Expo Future Project Update Paul Slyman, Giyen Kim <ul style="list-style-type: none"> • Commissioner Hall asked if the project name will change in the next phase. It may be beneficial to rebrand in a way that alleviates concern around the future of the Expo. Slyman responded that they are open to exploring a different name. • Commissioner Malan shared that until official branding happens, we should be mindful of inclusiveness of all groups. Rotchford noted their key message is Expo is open for business during ongoing Expo Future project work. • Commissioner Martinez noted “who benefits” should be a fundamental question centered in the work. • Commissioner Hall highlighted the importance of exploring financial strategies as part of the business plan for the next phase of work. • Commissioner Malan asked if the Steering committee will have representation from other counties. Slyman noted that the Executive Advisory Committee and the sports and cultural sub-committees will have subject matter experts from around the region. • Councilor Rosenthal asked if the funding mechanisms for the two different objectives of historic memorialization and sports can be merged or will they remain separate. Slyman responded ideally the entire campus will have a single look but there may be different funding streams for capital, operations, and long-term maintenance. • Commissioner Martinez highlighted the opportunity to merge the 2 objectives for a holistic approach to the project. Slyman noted that there will be opportunities for the 2 groups to share and learn from each other throughout the project.
	As there was no further business to come before the Commission, the meeting was adjourned at 2:20 p.m.

Minutes submitted by Amy Nelson.

MERC Commission Meeting

June 7, 2023
12:30 pm

Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 23-02

For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2023-24.

WHEREAS, at the June 7, 2023 regular meeting of the Metropolitan Exposition Recreation Commission, the following Commissioners were nominated and elected as the Metropolitan Exposition Recreation Commission officers for a one year term, beginning July 1, 2023 and ending June 30, 2024:

Chair: Karis Stoudamire-Phillips
Vice Chair: Damien Hall
Secretary-Treasurer: Deidra Krys-Rusoff

BE IT THEREFORE RESOLVED that the above slate of officers of the Metropolitan Exposition Recreation Commission is hereby confirmed.

Approved as to Form:

Carrie MacLaren, Metro Attorney

Chair

By:

Nathan A. S. Sykes, Deputy Metro Attorney

Secretary/Treasurer

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 23-03

For the purpose of ratifying the collective bargaining agreement with the International Longshore and Warehouse Union (ILWU) Local 28.

WHEREAS, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and ILWU 28 have negotiated in good faith; and

WHEREAS, the parties have reached an agreement for a two (2) year collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on May 30, 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 Metro Chief Operating Officer or their designees to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on June 7, 2023.

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 Longshore and Warehouse Union (ILWU) Local 28.

Resolution No.: 23-03 **Presented by:** Christina Longo, Labor and Employee Relations Supervisor

Date: June 7, 2023

Background and Analysis:

The MERC – ILWU 28 collective bargaining agreement represents a contract of the terms and conditions of employment for approximately thirty public safety agents and medical technicians. These employees support the MERC venues by providing 24/7 security and first response medical assistance for OCC, Portland's, and Expo. The current collective bargaining agreement between MERC and ILWU 28 expired on June 30, 2022.

On September 9, 2022, both parties agreed on a one-year contract extension which included agreement on current and future wages, vacation rates of accrual, PERS pick up. Management committed to an independent assessment of public safety needs at OCC.

Management entered into a discussion with the Union on March 22, 2023 to renew the contract. Negotiations continued in an efficient and productive manner and bargaining concluded on May 10, 2023. ILWU 28 membership ratified this agreement on May 30, 2023.

This staff report and resolution are respectfully submitted to ratify the contract between ILWU 28 and MERC/Metro for the period July 1, 2023 through June 30, 2025. This two-year agreement contains the following key economic elements:

Wages

Annual Adjustments for all job classifications:

Effective July 1, 2023, wages will be increased by 2.5%.

Effective July 1, 2024, wages will be increased by 2.5%.

Retirement

Metro will pay the PERS contributions on behalf of eligible employees.

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 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. 23-07 which states the MERC Commission approves ratification of the contract.

COLLECTIVE BARGAINING AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION

ILWU Local 28

Effective ~~July 1, 2019-June 30, 2022~~ July 1, 2022 – June 30, 2025

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PREAMBLE

This agreement is entered into by the Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, hereinafter referred to as the ~~Employer~~Employer; and the International Longshore and Warehouse Union Local 28, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth the full and complete agreement between the ~~Employer~~Employer and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment; to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement, consistent with the ~~Employer~~Employer's and the Union's mutual objective of providing ever improved services to the public.

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, 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, the parties agree as follows:

ARTICLE 1: RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive bargaining representative for the following classifications employed by the ~~Metropolitan Exposition—Recreation Commission~~ Employer: all full-time regular Facility Security Agents, all Lead Facility Security Agents, all Relief ~~On-Call~~ Facility Security Agents; and all Medical Technicians.

Section 2.

Any dispute concerning bargaining unit composition ~~shall~~ will be resolved by the Employment Relations Board.

ARTICLE 2: DEFINITIONS

Probation: Probationary employees work at the will of the Employer and may not invoke the grievance procedure in this Agreement.

Temporary: Temporary employees are provided by an outside agency and are excluded from the bargaining unit. A temporary employee's period of employment ~~shall~~will be restricted to no more than 1,040 hours in any calendar year.

Subcontracting: Nothing in this Agreement will be construed in any way to 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 (90) 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 (90) calendar day advance notice period.

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

Full-time employees ~~approved by the Commission~~ refer to those employees who are filling one full-time position (i.e. Lead Facility Security Agent, Full Time Facility Security Agent). These full-time employees are entitled to pay, insurance, vacation, sick leave, other leaves, holidays and retirement as described in this Agreement.

~~Part-time~~Variable Hour: Relief ~~On-Call~~ Facility Security Agents and ~~Part-Time~~Variable Hour ~~Med Techs~~Medical Technicians are scheduled on an on-call basis to relieve or supplement Full-time Facility Security Agents to meet facility needs.

ARTICLE 3: 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 subjects 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 4: UNION SECURITY

Section 1.

~~All employees covered by this Agreement shall within thirty (30) days of employment either become and remain a member of the Union or tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.~~ Employees covered by this Agreement will have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership will be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about union membership and payroll deduction. The Employer agrees to direct to the Union, all communications from employees regarding union membership or union payroll deduction.

Section 2.

~~Fair share payments authorized by this Article shall be deducted by the Employer. The Union assumes responsibility for repayment of monies found to be illegally deducted by the Employer under this Article. It shall be the sole responsibility of the Union to assure that the fair share fee is in accordance with the requirements of all applicable constitutions, statutes, and laws.~~

Section 3.

The Employer agrees to deduct from the paycheck of each employee who has so authorized it the regular monthly dues uniformly required of members of the Union. The amounts deducted ~~shall~~will be transmitted monthly to ILWU, Local 28 at its headquarters office as specified by the Union. The total amount of the monies deducted for regular union dues ~~and fair share payments shall~~will be transmitted to the Union within ten (10) calendar days after the payroll deduction is made. The performance of these services is at no cost to the Union.

The Union agrees that it will indemnify and save the Employer harmless from all suits, actions, and claims against the Employer or person acting on behalf of the Employer arising out of the Employer's faithful compliance with terms of this Article ~~3~~, provided the Employer notify the Union in writing of such claim, and

tenders the defense to the Union.

ARTICLE 5: NO STRIKE OR LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor its agents or 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 the 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, 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 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 6: UNION REPRESENTATIVES

Section 1. Stewards

- a) Within thirty (30) calendar days from the signing of the Agreement, the Union will notify the ~~Special Services~~Public Safety Manager in writing of the names of two elected Stewards per job classification in the bargaining group. The list will be updated as necessary.
- b) Upon prior notice to 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 or employee's duties, the direct supervisor ~~shall~~will, within 72 hours, arrange a mutually agreeable time for the requested activity.
- c) No Steward will be eligible for overtime pay, other premium pay, or travel reimbursement from ~~MERC~~Employer as a result of carrying out Steward ~~d~~Duties.
- d) A Steward who comes to the worksite during their off duty hours to carry out Steward ~~d~~Duties ~~shall~~will not be paid for such time.
- e) Internal Union business ~~shall~~will be conducted by Stewards and employees during their non-duty time. This in no way limits an employee from having Union representation present during investigatory meetings that may result in disciplinary action provided the employee requests such representation.
- f) Only one (1) Steward, on Employer time, can process and investigate any one ~~(1)~~ grievance at any given time.

Section 2. Union Staff

With prior notice to the supervisor, union representatives from the ILWU will be allowed to visit work areas of employees during work hours regarding matters affecting their employment. The ILWU representatives ~~shall~~will be subject to normal building security requirements unless special arrangements are made. Such visits ~~shall~~will not interfere with employees' duties or interfere with building activities or events in progress.

ARTICLE 7: MAINTENANCE OF STANDARDS

Section 1.

The Employer agrees that all conditions of employment established by its individual operations at the Oregon Convention Center, Portland's Centers for the Arts, and Portland Expo Center which constitute an economic benefit to employees covered by this Agreement ~~shall~~will be maintained at no 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 procedure.

ARTICLE 8: NON-DISCRIMINATION

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of 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.

Any complaints alleging unlawful discrimination or harassment will be submitted directly to Human Resources.

ARTICLE 9: WORK SCHEDULES

Full-time Employees

Section 1.

The normal work schedule for Full-time Facility Security Agents ~~shall~~will be any forty (40) hour work schedule approved by management that includes a minimum of two (2) consecutive days off. Fewer than two consecutive days off may be required in emergency situations as determined by management.

Section 2.

All full-time Facility Security Agents at the Oregon Convention Center ~~shall~~will bid for work shifts established by the Employer under the following conditions:

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1 and January 1.
- b) When shifts and days off are bid, the employee ~~shall~~will identify in writing to their immediate supervisor the established designated shift the employee wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 21 (Seniority), ~~except as stated in subsection (a) above.~~
- c) A newly hired employee on initial probation ~~shall~~will be placed on shifts according to operational and training requirements. Following the completion of the probationary period, the employee will be allowed to shift bid at the next shift bid opportunity.
- d) Shifts will be posted for bidding by November 1 or May 1, as appropriate. Shift bids will be completed by December 15 or June 15 as appropriate. An employee who does not sign up for a shift within a reasonable amount of time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. A Steward and the ~~Special Services~~Public Safety Manager will agree what constitutes a "reasonable amount of time," after consultation with the employee. If the Steward and the ~~MERC Special Services~~Public Safety Manager do not agree, the Director of ~~Operations~~ Public Safety, will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift

bidding cycle will be restored to their appropriate seniority level for the next shift bidding cycle. If any employee refuses to sign up for a shift by December 15 or June 15, the ~~Special Services~~Public Safety Manager has authority to assign them to an available shift.

Section 3.

Regular work report times for full-time Facility Security Agents at the Oregon Convention Center ~~shall~~will be between 0600 and 0800 AM for day shift; between 1400 and 1600 for swing shift; and between 2200 and 2400 for the graveyard shift. At the Portland's Centers for the Arts, the regular report time ~~shall~~will be between 1600 and 1800 for the swing shift. A change in shift hours will be announced at least seven days in advance. Nothing in this Section will prohibit temporary or emergency changes in schedule as provided in Section 4, below.

Section 4.

Work schedules ~~shall~~will be posted two (2) weeks in advance of the effective date of the schedule. An employee's work schedule may be temporarily changed to meet building needs or a bona fide emergency. When possible twenty-four (24) hours notice will be given for temporarily changed work schedules.

Section 5.

It is understood that for employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. These employees will be provided a thirty (30) minute lunch period on the Employer's time. Except in cases of emergency, all employees ~~shall~~will be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally ~~shall~~will be taken near the middle of each one-half (1/2) shift whenever feasible. Employees will be required to be on-site during their lunch and rest periods and be on-call to duty during their lunch and rest periods.

Section 6.

When an employee agree to trade shifts, and it is approved by the Employer in advance, such changes will not result in any overtime liability to the Employer.

Section 7.

When an employee voluntarily requests a change in work schedule and the Employer agrees, the Employer will not be liable for premium pay or overtime pay for work in excess of eight (8) hours per day, but will be liable for overtime pay for hours in excess of forty (40) hours in a workweek.

Section 8.

If an employee cannot report to work as scheduled, the employee must call the designated person at least four (4) hours before their scheduled shift starts. In case of an emergency, the employee will contact the Employer at the first opportunity.

Section 9 Part-time Employees.

~~MERC~~Employer will determine how Part-time Security Agents and ~~Med-Techs~~Medical Technicians are scheduled based on employee availability and event need. Part-time Facility Security Agents and ~~Med-Techs~~Medical Technicians shall will have a minimum availability of at least two shifts per week, unless mutually agreed upon. Employees can request a monthly waiver on the minimum availability two (2) times per calendar year in the event of planned vacations. Other legally types of leave (e.g. military, FMLA, jury duty) will be exempt from minimum availability requirements. The Union reserves the right to request records four (4) times within any 12-month period. For purposes of comparison, records will include availability and work schedules.

Section 10.

Work schedules for Part-time Facility Security Agents shall will be posted ten (10) calendar days in advance of the effective date of the schedule. An employee's work schedule may be temporarily changed to meet building needs or a bona fide emergency. When possible, twenty-four (24) hours' notice will be given for temporarily changed work schedules.

Section 11 Additional Shift "Double-back"/Daily Overtime Waiver.

When an employee picks up an additional shift voluntarily, the Employer will not be liable for "double-back" pay, or overtime pay for work in excess of eight (8) hours per day, but will be liable for overtime pay for hours worked in excess of forty (40) hours in a work week.

Section 12 Scheduling of Open or Additional Shifts.

The scheduling of open or additional shifts is a management right and not subject to the grievance/arbitration process. When ~~management~~Employer must fill an open or additional shift, it will use good faith efforts to offer the shift assignment to ~~part-time~~variable hour employees. If no ~~part-time~~variable hour employees accept the assignments, ~~Management~~Employer may, at its discretion, fill the open shifts with full time employees. ~~If no full-time employees accept the assignment, management~~Employer reserves the right to use a ~~3rd~~third party contractor to fill open shifts, except for Dispatch or Security Console shifts.

In the absence of Employer, the Lead Agent or Senior Duty Agent may call variable hour and full-time agents to assign coverage.

Section 13.

All employees who have clocked into the payroll system to perform a scheduled shift or any ~~add-on~~additional shift ~~shall~~will be entitled to a minimum of four ~~(4)~~ hours of pay. This section does not apply to trainings or other meetings.

ARTICLE 10: OVERTIME

Section 1.

The workweek is defined as seven ~~(7)~~ consecutive calendar days beginning at 12:01 am on Monday and ending on the following Sunday at 12:00 midnight. A workday is the 24-hour period beginning at 12:01 am each day and ending at 12:00 midnight.

Section 2.

All Facility Security Agents ~~shall~~will be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) hours for eight hour scheduled shifts, 10 hours for 10 hour shifts and 12 hours for 12 hour scheduled shifts in any workday, or forty (40) hours in any workweek.

Overtime eligibility for ~~Part-Time~~Variable Hour ~~Med Techs~~Medical Technicians ~~shall~~will be limited to the rate of time and one-half ~~(1^{1/2})~~ for all authorized work performed in excess of forty ~~(40)~~ hours in any workweek.

Section 3.

All employees who “double-back,” who are scheduled to return to work with less than ten ~~(10)~~ hours off, will be paid time and one-half for the double-back shift unless the employee waives the option of double back pay, and instead chooses to work with straight time pay.

When an employee picks up an additional shift voluntarily, the Employer will not be liable for “double-back” pay, or daily overtime pay, but will be liable for overtime pay for hours worked in excess of forty ~~(40)~~ hours in a work week.

Section 4.

For purposes of computing overtime, hours worked will include only time actually worked, and ~~shall~~will not include holiday pay, vacation and sick leave pay, or compensable on-the-job injury pay.

Section 5.

The Employer ~~shall~~will give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask

for volunteers from the employees currently working. If there are not a sufficient number of volunteers to work the needed overtime, the Employer ~~shall~~will assign the necessary number of employees to work overtime. Any employee who — declines to work overtime waives, by that amount, any right to equal overtime in the future.

Section 6.

Application of the overtime section ~~shall~~will not be construed to provide for compensation at a rate exceeding time and one-half or to affect a “pyramiding” of overtime and all forms of premium pay.

Section 7.

Shift trading is permitted; overtime must be approved by the ~~Special Services~~Public Safety Manager.

ARTICLE 11: SHIFT DIFFERENTIAL PAY

Section 1.

Shift differential pay ~~shall~~will only apply to all Full-time Lead Facility Security Agents, Full-time Facility Security Agents and Part--time Facility Security Agents in the bargaining unit . For purposes of pay in this Article only, swing shift ~~shall~~will be defined as any shift that begins between the hours of 1400 and 2159. If an employee's shift begins between these hours the employee will receive the swing shift premium of ninety-five cents (\$0.95) per hour in addition to the regular hourly rate for all hours worked.

For purposes of pay in this Article, graveyard shift ~~shall~~will be defined as any shift that begins between the hours of 2200 and 0459. If an employee's shift begins between these hours the employee will receive the graveyard shift premium of one dollar and 25 cents (\$1.25) per hour in addition to the regular hourly rate for all hours worked.

Section 2.

Shift differential pay ~~shall~~will be paid only for hours worked, or as specified by applicable law.

ARTICLE 12: SALARY ADMINISTRATION

Newly hired Medical Technicians will be paid the "Probationary Rate" ~~per~~according to their classification as specified in Exhibit A for the term of their probationary period, as defined in Article 28. Upon successful completion of the probationary period as defined in Article 28, employees will be paid the "Regular Rate" ~~per~~according to their classification as specified in Exhibit A.

~~For Facility~~ Security Agents and Lead ~~Facility~~ Security Agents, ~~employees shall~~will be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation ~~shall~~will become the employee's anniversary date. One year after the employee's anniversary and each anniversary date thereafter the employee ~~shall~~will advance one ~~(1)~~ 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.

~~Upon ratification by both parties, but no earlier than July 1, 2019, wages in Exhibit A will be implemented. For Security Agents and Lead Security Agents, employees will be placed on a new step schedule based on seniority within classification, but in no case will receive a lower rate of pay.~~

Effective upon ratification, but no earlier than the pay period that includes July 1, 2023, employees will receive a wage increase of 2.50%, as contained in Exhibit A.

Effective upon ratification, but no earlier than the pay period that includes July 1, 2024, employees will receive a wage increase of 2.50%.

Employees will keep their current salary eligibility date.

~~Effective July 1, 2020, wages in Exhibit A will be increased 3.0% Effective July 1, 2021, wages in Exhibit A will be increased 3.0%~~

ARTICLE 13: HEALTH AND WELFARE

Section 1. Joint Labor Management Committee (JLMC)

~~Metro~~Employer will convene a 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~~Director of Human Resources ~~Director~~ and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for ~~Metro~~Employer. The Union is entitled to select one member, who is a current employee, to serve and vote on the JLMC.

~~Metro~~Employer shallwill make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to ~~Metro~~Employer. 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 Director of Human Resource ~~Director~~ and Chief Operating Officer. The Chief Operating Officer and the Director of Human Resources ~~Director 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 (40) hours a week are eligible for benefits. Eligibility will begin on the first ~~of the month following thirty-~~days-day 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 (30) hours a week or more during a twelve month (12) 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

~~Metro~~Employer's full-time employee premium portion for that plan.

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

- An employee working a 32 hour weekly average would pay $\$1,000 - (.8 \times \$920) = \$264.00$
.8 FTE is 32-39.99 hours per week
- An employee working a 30 hour weekly average would pay $\$1,000 - (.75 \times \$920) = \$310.00$
.75 FTE is 30-31.99 hours per week

Section 3. Premium Sharing

~~Metro~~Employer ~~shall~~will contribute ninety-two (92%) of the insurance premium costs per plan and employees ~~shall~~will pay eight (8%) 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 full-time benefit eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through ~~Metro~~Employer.

Section 4. Other Insurances

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 at no cost to the employee.

ARTICLE 14: RETIREMENT

~~For employees active on the payroll as of June 30, 2012, Metro~~ During the term of this agreement, all eligible bargaining unit employees will participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes and by applicable court decisions. The extent of PERS membership will include prior eligibility service, but will not include prior benefit service.

Employer agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six ~~(6)~~ percent of the employee's base salary, for those who are qualified for PERS, in addition to the required Employer contributions.

~~Any employees hired July 1, 2012 or thereafter will pay the entire six (6) percent of base salary—employee contribution through payroll deductions.~~

The Employer will participate in the PERS unused sick leave program as provided in ORS 238.350. Unused accrued hours of sick leave will be reported to PERS at the time ~~an~~ the employee separates from employment with ~~Metro~~ Employer.

ARTICLE 15: VACATION LEAVE

Section 1.

Vacation leave 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:

<u>Total Years of Service</u>	<u>Accrual Rate at 24 Pay Periods/Year</u>	<u>Vacation Rate Per Year</u>
<u>0 through 4</u>	<u>3.34 hours</u>	<u>80 hours</u>
<u>5 through 9</u>	<u>5.00 hours</u>	<u>120 hours</u>
<u>10 through 14</u>	<u>5.84 hours</u>	<u>140 hours</u>
<u>15 through 19</u>	<u>6.67 hours</u>	<u>160 hours</u>
<u>20 through 24</u>	<u>7.50 hours</u>	<u>180 hours</u>
<u>25 or more</u>	<u>8.34 hours</u>	<u>200 hours</u>

<u>Total Years of Service</u>	<u>Accrual Rate Per Hours</u>	<u>Equivalent Annual Hour Full-Time Employees</u>
<u>0-3 years</u>	<u>.0577 Hours</u>	<u>120 Hours</u>
<u>4-7 years</u>	<u>.0692 Hours</u>	<u>144 Hours</u>
<u>8-11 years</u>	<u>.0808 hours</u>	<u>168 hours</u>
<u>12 or more years</u>	<u>.0923 hours</u>	<u>192 hours</u>

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 will not be allowed to accrue more than two hundred ~~fifty-~~
~~(250)~~ seventy five hours of vacation leave. ~~Additional hours that~~
~~would have been accrued at the rates in this Agreement~~ ~~shall~~will be
forfeited unless a vacation request that was submitted at least three ~~(3)~~
months prior to reaching the maximum accrual, is denied and prevents
an employee from avoiding the maximum accrual. If a denial of a
vacation request prevents an employee from avoiding the maximum
accrual, the employee may submit a written request to the supervisor
and the ~~Metro~~ Director of Human Resources ~~Director~~ to have an
extended period of time to bring their accrual below the maximum or
to have up to six ~~(6)~~ pay periods of vacation accrual paid out.

Section 3.

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 provided, however, that such lump sum payment ~~shall~~will not be made if separation occurs prior to the completion of the initial probationary period.

Section 4.

The ~~Special Services~~Public Safety Manager or their designee ~~shall~~will schedule vacation for their respective staff with consideration for vacation accrued, seniority, and the desires of the staff and for the work requirements of the department. Vacation requests ~~shall~~will be submitted through the employee's immediate supervisor and approved by the ~~Special Services~~Public Safety Manager on an "Employee Leave Request Form." Requests for vacation leave ~~shall~~will be submitted at least two (2) weeks prior to the desired vacation time.

Section 5.

Employees are responsible for managing their vacation accruals. Scheduled vacations may not be taken if vacation accruals are unavailable or insufficient at the time of leave.

ARTICLE 16: SICK LEAVE

Section 1.

All ~~bargaining unit members shall~~employees will earn sick leave with pay at a rate of .05 hours per hour paid in an unlimited amount. ~~Qualified employees shall be eligible for use of earned sick leave immediately after it is earned. Sick leave cannot be used until the beginning of the pay period after which it is accrued.~~

Section 2.

Employees ~~are eligible to~~may use sick leave only 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, step parent, 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.
- b. When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), the provisions of ~~Metro~~Employer's Family and Medical Leave Policy will apply.
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and ~~Metro~~Employer's ~~Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections~~crime Victim's and Domestic Violence Leave 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. As otherwise required by law.

Section 3.

Management will consider the following factors in determining if an employee is misusing sick leave:

- a) Use of sick leave in conjunction with regular days off, vacation, personal holidays, on two or more occasions with the preceding one (1) year; or

b) Patterns of sick leave usage; or

c) Use of more than forty (40) hours or more of unprotected sick leave, in the preceding twelve (12) months.

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate or who has expired all sick leave accruals during a period of approved FMLA, ~~shall~~will not be deemed to be misusing sick leave.

Section 4.

Employees unable to report to work ~~shall~~will report the reason for absence to their supervisor at least four (4) hours prior to the scheduled beginning of their shift. In case of an emergency, the employee will contact the Employer at the first opportunity. An employee ~~shall~~will be entitled to use a maximum of four ~~(4)~~ consecutive workday's sick leave without a signed doctor's statement if the employee has accumulated not less than four hundred ~~(400)~~ hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three ~~(3)~~ consecutive workday's sick leave without a doctor's certification.

Section 5.

~~MERC~~Employer and the Union agree that no employee should receive full net wages in paid sick leave while also receiving time loss payments on an insured Workers' Compensation claim. The parties therefore agree as follows: During periods when an employee is receiving time loss payments from worker's compensation the employee ~~shall~~will receive only the paid sick leave, if any, to bring the employee to full net take-home pay for the pay period. ~~MERC~~Employer may recoup any overpayment of sick leave paid either by deductions from gross wages per pay period in an amount not exceeding ~~20-~~twenty percent gross wages until the total overpayment is recouped, or ~~MERC~~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 6.

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

Section 7.

Where the Employer has reason to believe an employee is physically incapable of performing the duties of their position, the ~~Special Services~~ Public Safety Manager may require the employee to take the Physical Capacity Test as provided for in Article 17 (b) Special Circumstances Test or submit to a physical examination by a physician selected by the Employer. The cost of such examination ~~shall~~ will be borne by the Employer and the information provided by the physician ~~shall~~ will be limited to whether or not the employee is able to fully perform the duties of their position.

Section 8.

The Employer will abide by the Americans with Disabilities Act (ADA) in determining reasonable accommodation.

Section 9.

Reporting of Sick Leave to PERS: Employer will participate in the PERS unused sick leave program. Employer will report the number of unused sick leave hours to PERS as provided in ORS 238.350.

ARTICLE 17: PHYSICAL CAPACITY TESTING

Section 1.

It is the policy of ~~the Metropolitan Exposition Recreation Commission (MERC)~~Employer to provide a safe and secure environment for all of our guests and employees.

Facility Security Agents and ~~Med Techs~~Medical Technicians make a substantial contribution to the overall success of the ~~MERC~~Employer venues by providing building patrol and security, grounds patrol and security, citizen and employee assistance, emergency response, traffic and crowd control, detention and arrest of persons who violate local, state, and federal laws, and assistance in the evacuation of patrons and employees. It is critical that Facility Security Agents and ~~Med Techs~~Medical Technicians ~~be~~are able to perform all of the essential duties of the position at all times. Facility Security Agents and ~~Med Techs~~Medical Technicians are required to complete Physical Capacity Tests on an on-going basis.

Section 2.

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, the ~~Special Services~~Public Safety Manager may require the employee to submit to a physical examination by a physician selected by the Employer. The cost of such examination ~~shall~~will be borne by the Employer and the information provided by the physician ~~shall~~will be limited to whether or not the employee is able to fully perform the duties of their position.

The Employer will provide reasonable accommodation in accordance with the American with Disabilities Act.

Section 3.

a) Routine Testing

- All “finalist” applicants for Facility Security Agent, Relief Facility Security Agent or Med Tech positions will be required to pass a physical capacity test prior to a final job offer.
- At initial implementation, all existing Facility Security Agents, Relief Facility Security Agents and ~~Med Techs~~Medical Technicians will be required to take a physical capacity test.

- All Facility Security Agents, Relief Facility Security Agents and ~~Med Techs~~Medical Technicians will be required to take a Physical Capacity Test every three years, on or around their anniversary date.
 - A single Physical Capacity Test every three years will be sufficient for employees working in multiple job classifications under this agreement.
- b) Special Circumstances Testing
When a supervisor questions an employee's ability to perform the duties and responsibilities of ~~his/her~~their position based on an employee's job performance, the supervisor may seek a Physical Capacity Test to determine the employee's capacity to perform ~~his/her~~their duties.
- c) Initiating a Routine Physical Capacity Test
The supervisor will coordinate all routine Physical Capacity Tests with an Occupational Health Provider. ~~A copy of the test is attached as Exhibit D.~~
- d) Initiating a Special Circumstance Physical Capacity Test
Before initiating a Special Circumstance Physical Capacity Test, the supervisor will first confer with ~~Metro~~ Human Resources and set forth the basis for the request.
- e) Cost
The cost of the Physical Capacity Test will be borne by the Employer. To the degree possible, Physical Capacity Tests for existing employees will be scheduled during the employee's normal work hours. If it is not possible to schedule the test during an employee's normal work hours, the Employer will pay the employee for reasonable time spent traveling to and from the test and the time spent taking the test, including any applicable overtime.
- f) Results of the physical capacity test will be delivered only to ~~Metro~~ Human Resources. Human Resources will meet with the employee to discuss the results of the test and determine the employee's eligibility with regard to the Americans with Disabilities Act (ADA).
- g) Existing employees who do not pass the Physical Capacity Test may retest within 30 days of the date of the original test. Employees who do not pass the Physical Capacity Test and who are not eligible with regard to the Americans with Disabilities Act (ADA) are subject to Article 26, Discipline, and Discharge, of the Collective Bargaining Agreement.

- h) Employees who have a FMLA qualifying illness or injury on the date of their scheduled examination will have their tests rescheduled.

~~ARTICLE 18: WORK-RELATED COURT APPEARANCES~~

~~Any employee required to appear in court to testify as part of assigned work will be paid four hours' pay or actual time required, whichever is greater. In addition, the employee will be reimbursed for mileage at the current IRS rate.~~

Employer and Union mutually agree to leave Article 18 blank for the duration of this Agreement.

ARTICLE 19: HOLIDAYS

Section 1.

a) The following ~~shall~~will be considered holidays for full-time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
3-2 Personal Days	To Be Scheduled

Full-time employees ~~shall~~will receive ~~eight (8) hours~~the amount of hours of straight time pay equal to that of their regularly scheduled work day for each of the holidays enumerated above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee ~~shall~~will receive one and one-half-~~(1½)~~, time compensation for the time worked in addition to regular holiday pay.

b) Personal Holidays

Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday.

a) Employees hired between January 1 and June 30 of each fiscal year will be entitled to one (1) such holiday to be used by the end of the fiscal year.

b) With the exception of instances provided in item 19.a above, personal holidays must be taken by the employee within the fiscal year in which they accrue.

~~In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal time. An employee must request and obtain~~

~~prior approval before taking such leave.~~

~~Employees hired before November 1 will receive twenty four (24) hours leave. Employees hired on or after November 1 but before, December 24 will receive sixteen (16) hours leave.~~

c) Subject to the needs of the Employer, personal days may be granted with less than twenty-four (24) hours notice. In the case of an emergency, same day approval may be granted with Supervisor's approval.

d) An employee can use personal holiday hours in no less than four (4) hour blocks of time.

~~All personal days must be used within the same fiscal year in which they accrue. Any personal days not used by June 30 will be lost.~~

Section 2.

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

Section 3.

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

Section 4.

Employees ~~shall~~will normally be notified of holiday work schedules at least fourteen (14) days in advance, except in situations over which the Employer has no control.

Section 5.

~~Holiday work will normally be performed by the employee regularly scheduled to work on the day of the holiday. If the regularly scheduled employee chooses not to work the holiday, MERC shall offer available work on holidays to volunteers. This work will be offered by seniority per scheduled shift.~~

~~Employees interested in working the holiday will advise the Employer of their desire to do so at least 72 hours prior to the schedule being published. If two~~

~~or more employees volunteer within 72 hours prior to the holiday, the most senior will be selected. If there are no volunteers, the work will be given to a non-probationary on-call employee. In the event that an on-call employee is not available, the least senior non-probationary full-time security agent will be assigned.~~

Employees interested in working the holiday will advise the Employer of their desire to do so at least 72 hours prior to the schedule being published.

Holiday work will normally be performed by the Full Time Facility Security Agent regularly scheduled to work on the day of the holiday.

If the regularly scheduled Full Time Facility Security Agent chooses not to work the holiday, Employer will offer available work on holidays to non-probationary Full Time Facility Security Agents who timely volunteer for the available shift based on seniority.

If no Full Time Facility Security Agents timely volunteer for the available shift, the available work will be offered to non-probationary Variable Hour Facility Security Agents based on seniority.

If no non-probationary Variable Hour Facility Security Agent is available, the least senior non-probationary Full Time Facility Security Agent will be assigned.

Section 6.

~~Part-time~~ Variable Hour Facility Security Agents who work on a holiday will be compensated at a rate of one and one half ~~(1½)~~ times their normal rate for hours worked.

Section 7.

If employees trade shifts they cannot ~~invoke~~ incur overtime without the written permission of the supervisor.

Section 8.

~~Management~~ Employer reserves the right to schedule full-time Facility Security Agents, based on business need, during the Holidays listed in Section 1.

ARTICLE 20: OTHER LEAVES

Section 1.

ADA and Family Medical Leave: The 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, personal holiday and vacation) for FMLA and OFLA leave. ~~During periods of leave covered by the FMLA/OFLA statutes identified above, except for parental leave, eligible employees must use accrued or accumulated paid leave time, including sick, vacation, and personal holiday leave,~~ prior to entering a period of unpaid leave of absence. The employee may choose the order in which to use their paid leave accruals during approved family leave time. ~~During periods of parental leave covered under FMLA/OFLA an eligible employee may use unpaid leave prior to paid leave.~~ In all cases an employee ~~shall~~will designate the requested order of leave when completing an application for FMLA/OFLA.

Section 2. Leave Without Pay

All non-probationary employees may be granted a leave of absence without pay and benefits provided ~~such~~the leave can be scheduled without adversely affecting the Employer's operations ~~of the Employer~~.

All requests for leave of absence without pay ~~shall~~will be in writing, ~~shall be~~ directed to the department manager, and ~~shall~~will contain reasonable justification for approval. All written requests and approvals ~~shall~~will be filed in the ~~Metro~~ Human Resources Department.

Requests of less than ten (10) calendar days may be approved by the Department Director. This leave may be extended by the Facility Executive Director for up to ninety (90) days. All requests for leave beyond ninety (90) days and up to six (6) months must be approved by the ~~Metro~~ General Manager of Visitors Venues.

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.

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~~ extensions of coverage and benefits ~~shall~~will be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan.

Section 3. Union Business

Upon written request, at least two ~~(2)~~ weeks in advance and subject to operating requirements as determined by management, the ~~Special Services~~Public Safety Manager ~~shall~~will grant leave without pay for conducting Union business for up to three ~~(3)~~ employees at any one time.

Section 4. Jury Duty & Court Appearances

~~Upon the presentation of written documentation at the earliest opportunity, full-~~
~~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 will provide Employer with written documentation of the jury duty summons or the witness subpoena at the earliest opportunity.
- b) Any employee required to appear in court to testify as part of assigned work will be paid four hours' pay or actual time required, whichever is greater. In addition, the employee will be reimbursed for mileage at the current IRS mileage rate.
- a)c) The employee on jury duty ~~granted such leave shall~~will pay all money received, ~~except travel allowance,~~ to the Employer.
- b)d) 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.
- e)e) Nothing in this Agreement ~~shall~~prohibits the Employer from requesting the court to excuse the employee from jury duty.
- d)f) ~~Part-time~~Variable hour employees will only be granted pay if

the jury duty or subpoena is scheduled for a shift in which they were previously scheduled.

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.

Section 6. Bereavement Leave

- a) A full-time employee absent from duty by reason of the death of a family member as defined by the employee will be allowed time off from scheduled shift(s), not to exceed three days. If travel is required, up to four additional days (chargeable to sick leave) will be allowed~~his or her spouse, domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or relatives of other domestic partners that are equivalent to those in-laws or other household members shall be allowed three (3) days time off duty which shall not affect accrual of vacation or sick leave. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's vacation leave hours.~~
- b) ~~If travel is required, two (2) additional days, chargeable to sick leave, may be allowed upon approval of the Special Services Manager.~~If leave is not used immediately following the death of the family member, the employee will provide their manager with reasonable notice of any absences and such requests shall not be unreasonably denied.
- c) Subject to the needs of the operation, an employee may be given four ~~(4)~~ hours time off to attend a funeral ceremony of a ~~family member as defined in Section 6.A above, or~~ co-worker within their own facility.

ARTICLE 21: LAYOFF

Section 1.

Layoff ~~shall~~will be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer ~~shall~~will determine the number and classifications to be laid off. All employees on initial probation within the bargaining unit classification within the assigned facility selected for layoff ~~shall~~will be laid off before any layoffs of regular full-time or ~~on-~~call~~variable~~ hour non-probationary employees within the bargaining unit classification within the assigned facility. The term "assigned facility" as used in this Agreement means the facility where an employee predominantly reports for ~~his/her~~their shift.

Section 2.

The layoff procedure ~~shall~~will occur in the following manner:

- a) An employee ~~shall~~will be given thirty ~~(30)~~-calendar days' notice of layoff in writing.
- b) The least senior full-time employee ~~shall~~will be laid off by bargaining unit classification within the assigned facility.
- c) An employee notified of pending layoff ~~shall~~will select one ~~(1)~~ of the following options and communicate such choice in writing to the Employer within ten ~~(10)~~-calendar days from the employee is notified in writing:
 - 1) Accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks or;
 - 2) The employee may elect to be laid off. Employees laid off ~~shall~~will be placed on the layoff list for the classification from which they were removed.

Section 3.

An employee who is laid off ~~shall~~will have recall rights for ~~one~~two years to a vacant position in the classification within the assigned facility from which they were laid off and for which they are qualified to perform.

Employees recalled to a vacant position described in 21.3.A, will be in possession of a current DPSST certification within 30 days of recall. Employer has the option to require the employee to pass a Special Circumstances test under Article 17(c)3 prior to the start of their first scheduled shift.

It is the responsibility of the employee to notify ~~the Metro~~ Human Resources ~~Department~~ of changes to ~~his/her~~their contact information in order to be eligible for recall rights.

Section 4.

On re-employment of laid off employees, the Employer ~~shall~~will notify the employee by certified letter, with a copy to the Union, mailed to their last known address. The employee ~~shall~~will have five ~~(5)~~ days to report their intentions to the Employer and ~~shall~~will report to work within two ~~(2)~~ weeks after notification by the Employer or as mutually agreed. Failure to accept recall to work will terminate any rights for re-employment.

ARTICLE 22: SENIORITY

Section 1.

This article ~~shall~~will apply where an Article in this agreement specifically and expressly authorizes it.

Section 2.

(a) Seniority for full-time Facility Security Agents and variable hour Relief ~~on-call~~Facility Security Agents ~~shall~~will be defined as continuous service in an ILWU Security classification at their assigned facility. Seniority for ~~part-time~~variable hour ~~Med Techs~~Medical Technicians is based on continuous time spent in an ILWU represented ~~Med Tech~~Medical Technician classification at their assigned facility. If two ~~(2)~~ or more employees have equal seniority time, the employee having the longest continuous service within their current classification at ~~MERC~~Employer ~~shall~~will break the tie.

(b) Except for compensable on-the-job-injuries or illness and military leaves, all leaves without pay for full-time employees that exceed ninety ~~(90)~~ calendar days ~~shall~~will be deducted from the computation of continuous service.

Section 3.

An employee who is recalled from a layoff list ~~from~~to ~~MERC~~Employer ~~shall~~will keep all seniority time accrued before the layoff and any uninterrupted employment thereafter.

Section 4.

All contractual rights under this agreement and seniority time ~~shall~~will be forfeited if an employee resigns, is terminated, retires, does not return to work from a leave of absence, or is on the layoff list for more than ~~twelve (12)~~twenty-four months.

Section 5.

Each year ~~MERC~~Employer will post a seniority list of employees no later than July 20 and January 20 on designated bulletin boards at the Oregon Convention Center and Portland's Centers for the Arts.

ARTICLE 23: FILLING VACANCIES

All job opportunities for bargaining unit positions will follow the ~~MERC/Metro~~ Employer's hiring processes and terms set forth in this Agreement.

Prior to opening a competitive recruitment for a vacancy represented by ILWU Local 28, the hiring manager will review the unit's workload needs to determine if the vacancy should be announced for internal applications first.

ARTICLE 24: CRIMINAL BACKGROUND CHECK

Section 1.

~~Consistent with federal and state law, the~~ Employer will utilize a third party vendor to conduct Criminal Background Checks on members working at all ~~Metro~~ Employer venues owing to the sensitive and safety-related duties of their positions. ~~If~~ Consistently with federal and state law, if there is an adverse report, employees will be notified directly from the third party vendor regarding the results of their Criminal Background Check, and provided the opportunity to dispute the accuracy or completeness of any such information.

Section 2.

Following ratification of this Agreement the Employer will provide a ~~30~~ thirty day period for employees to self-disclose a criminal conviction. Following this ~~30~~ thirty day period the Employer will conduct Criminal Background Checks on current members and a list of these employees will be provided to the Union.

Section 3.

If the Employer moves to discipline an employee based on the information received, the employee may choose to file a grievance as specified under Article ~~12~~ 26.

Section 4.

If the Employer determines that an employee's record requires that ~~MERC~~ Employer terminate the employee, the Union, the employee, and ~~MERC~~ Employer will discuss what, if any, terms and conditions the employee can seek as part of a full settlement, release, and resignation agreement with ~~MERC~~ Employer.

ARTICLE 25: NEW AND REVISED CLASSIFICATIONS

~~MERC~~Employer ~~shall~~will notify the Union when creating a new classification and/or substantially revising an existing bargaining unit classification that includes ~~security~~public ~~safety~~ duties. The Union ~~shall~~will have ten ~~(10)~~ calendar days to request negotiations on the wage rate for the new or revised classification.

The Employer will implement a wage rate for the new or revised classification. This wage rate ~~shall~~will remain in effect during the period of negotiations between ~~MERC~~Employer and the Union. If negotiations result in an increase in the wage rate, the increase ~~shall~~will be effective back to the date the new or revised classification was implemented.

ARTICLE 26: GRIEVANCE PROCEDURE

Section 1.

A grievance ~~shall~~will be defined as any dispute regarding the meaning, application, or interpretation of this Agreement. Where a particular article elsewhere in this Agreement contains an alternate procedure for addressing disputes under that Article, that Article's procedure ~~shall~~will replace the procedure in this Article.

Section 2.

In order to resolve workplace issues the employee alone or with a Union representative is encouraged to meet with the ~~Special Services~~Public Safety Manager to discuss a possible resolution. If the issue is not resolved, the grievance ~~shall~~will proceed to Step 1. The following ~~shall~~will constitute the grievance procedure~~-steps~~:

- a) Step 1. An elected Union steward ~~shall~~will file a written grievance with the ~~Special Services~~Public Safety Manager within fifteen ~~(15)~~-calendar days of the alleged violation or when the employee had first knowledge of such violation. The grievance must be signed by both the employee(s) and the Union steward. The ~~Special Services~~Public Safety Manager ~~shall~~will respond in writing to the grievance within fifteen ~~(15)~~-calendar days following receipt of the grievance.
- b) Step 2. If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of ~~Operations~~Public Safety at the Oregon Convention Center or the ~~Operations Manager~~Deputy Director at Portland's Centers for the Performing Arts, whichever is appropriate within fifteen ~~(15)~~-calendar days after the response from the ~~supervisor~~Public Safety Manager is due or received. The employee ~~shall~~will respond in writing within fifteen ~~(15)~~-calendar days following receipt of the grievance.
- c) Step 3. If the grievance has not been answered or resolved at Step 2, it may be presented to the Executive Director of the Oregon Convention Center or Portland's Centers for the Performing Arts ~~Executive Director~~ or their designee within fifteen ~~(15)~~-calendar days from the date the Step 2 response is due or received. The Executive Director or their designee ~~shall~~will respond in writing within fifteen ~~(15)~~-calendar days following receipt of the grievance.

- d) Step 4. A grievance that is not answered or resolved at Step 3 may be presented to the General Manager ~~of~~ Visitor Venues ~~Metro~~ or ~~their~~ designee within fifteen ~~(15)~~ calendar days from the date the Step 3 response is due or received. The General Manager ~~of Visitor Venues~~ or ~~their~~ designee ~~shall~~ will respond in writing within fifteen ~~(15)~~ calendar days following the receipt of the grievance.
- e) Step 5. A grievance that is not answered or resolved at Step 4 can be appealed to arbitration in writing by the Union. The Union ~~shall~~ will notify the ~~Metro~~ Director of Human Resources Director, within fifteen ~~(15)~~ calendar days from the date that the Step 4 response was due, or presented to the other party.

Section 3.

In order to advance the grievance, the Union ~~shall~~ will request a list of five ~~(5)~~ arbitrators from the State of Oregon Mediation and Conciliation Services within fifteen ~~(15)~~ calendar days from the request for arbitration. Upon the receipt of the list of arbitrators, within fifteen ~~(15)~~ calendar days both the Employer and the Union ~~shall~~ will have the right to strike three ~~(3)~~ 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 ~~(6)~~ months of selecting an arbitrator.

Section 4.

The arbitrator's decision ~~shall~~ will be sent to the ~~Metro~~ Director of Human Resources ~~Director~~ and the Union within thirty ~~(30)~~ calendar days from the close of the hearing and ~~that~~ such decision ~~shall~~ will be final and binding. The arbitrator ~~shall~~ will have no power to add to, alter, modify, amend or subtract from the Agreement or establish new or revised existing class specifications. The losing party ~~shall~~ will pay the cost of the arbitration. All other expenses ~~shall~~ will be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 5.

After receipt of the Step 4 response, ~~MERC~~ Employer and the Union may mutually agree to take a grievance to mediation. The Employment Relations Conciliation Division ~~shall~~ will conduct the mediation.

Section 6.

Providing that a written request is made before the due date, time limits may be extended by mutual agreement.

Section 7.

The grievance form to be used at all steps of this grievance procedure is attached as Exhibit B of this Agreement. If an employee is unable to use a grievance form, any grievance statement ~~shall~~will contain the following:

- Employee name and classification
- Employee's immediate supervisor
- Statement of the grievance and the related facts
- The Articles of the Agreement alleged to be violated
- The remedy requested
- Date the grievance filed
- Employee's signature

ARTICLE 27: DISCIPLINE AND DISCHARGE

Section 1.

No employee who has completed initial probation ~~shall~~will be disciplined without just cause. Disciplinary action ~~shall~~will include only the following:

- Verbal reprimand,
- Written reprimand,
- Demotion,
- ~~Reduction in pay,~~
- Suspension, or
- Termination

Section 2.

Disciplinary actions imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure as stated in Article ~~25–~~26 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort ~~shall~~will be made to avoid embarrassment to the employee before other employees or the public.

Section 3.

No employee ~~shall~~will be denied Union representation in any investigation that may result in disciplinary action or in meetings that involve disciplinary action provided the employee requests such representation.

Section 4.

A non-probationary employee ~~whose pay is reduced, or~~ who is suspended without pay, demoted or terminated, may appeal such disciplinary action directly to Step 4 of the grievance procedure within fifteen ~~(15)~~ calendar days from the effective date of the action. Any further written appeal beyond Step 4 ~~shall~~will follow the requirement and time frames outlined in Article ~~25~~26.

Section 5.

The Union ~~shall~~will be sent a copy of an employee's disciplinary action.

Section 6.

An employee whose suspension without pay or termination is rescinded by the Employer ~~shall~~will be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment, or as mutually agreed upon. If an arbitrator rescinds a suspension without pay or termination, the arbitrator ~~shall~~will have the authority to fashion a remedy to the specific case.

ARTICLE 28: PROBATIONARY PERIOD

Section 1.

The probationary period ~~shall~~will be considered a continuation of the examination process. Every full-time employee upon initial appointment or promotion ~~shall~~will serve a probationary period of six ~~(6)~~ full calendar months. ~~For part-time employees, the probationary period shall be forty (40) shifts. After twenty (20) shifts, the part-time employee will receive a performance review, which shall be used for evaluation purposes only.~~ For variable hour employees, the probationary period will be five hundred and twenty hours. After two hundred sixty hours, the variable hour employee will receive a performance review, which shall be used for evaluation purposes only.

Section 2.

During the initial probationary period, an employee may be terminated for any reason without recourse to the grievance and arbitration procedures of this Agreement.

Section 3.

An employee serving a probationary period following promotion who does not complete such probationary period ~~shall~~will be returned to a position in the previously held classification and step in the previously held salary range. Employees who have not completed probation in their previously held position must do so. Any employee who does not complete probation following promotion ~~shall~~will not have recourse under the grievance and arbitration procedures regarding the removal from probation.

At any time during the promotional probation period, an employee may voluntarily return to a position in the previously held classification and step in the previously held salary range. Employees who have not completed probation in their previously held position must do so. Such voluntary return ~~shall~~will not reflect discredit on the employee.

Section 4.

An employee's probationary period ~~shall~~will be extended by the number of hours an employee is absent from work during the probationary period. An employee's probationary period ~~shall~~will not otherwise be extended without notifying the union.

Section 5.

A full time Facility Security Agent who has entered a probationary period due to a promotion from ~~part time~~variable hour status ~~shall~~will not have a reduction in wage due to their probationary status in their new job classification.

ARTICLE 29: INCLEMENT WEATHER, EMERGENCY SHUT DOWN

The COO or their designee may decide to curtail operations or close an Employer facility during inclement weather, unsafe conditions, or regional emergency in order to protect the health and safety of employees and the public, or to protect Employer property.

Compensation of Employees during facility closure:

- A. Modified Schedule: If the Facility Director or designee determines that inclement weather conditions exist or an Emergency Shutdown is necessary, and such determination results in the decision to open later than regularly scheduled hours or close, and staff are sent 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.
- B. Facility remains open: If a facility remains open and an employee scheduled to work determines that weather/road conditions make it unsafe to travel to their worksite, the employee may use accrued leave other than sick leave for that that regularly scheduled workday. With manager approval, subject to shift needs, the employee may be allowed to work additional hours within the same pay period to make up missed time so long as it does not result in overtime compensation for the employee.
- C. Employees not scheduled to work: Employees not scheduled to work or scheduled to be on approved leave during any facility closure will be compensated consistent with the work schedule or approved leave and should record their time according to the applicable leave policy without adjustment for the facility closure.
- D. Employees designated as essential personnel or any non-essential employees directed to and who are required to report to work when their worksite has been closed, or within a 1.25 mile radius of Metro Regional Center when it is closed, due to inclement weather, unsafe conditions or regional emergency shall be compensated for all hours worked during their designated shift at an overtime rate of one and one-half times pay, in addition to their regular pay, for a total of two and one-half times their pay (2.5x).
- E. In instances where a facility closes or emergency closure pay is implemented, an employee who worked an overnight, graveyard, or third shift immediately prior to the closure will be paid according to subsection (d) above.

ARTICLE 30: SAFETY AND HEALTH

Section 1.

The Employer agrees to provide a safe and healthful workplace as required by law. The Employer also agrees to provide all uniforms and clothing; and such safety devices, tools and equipment in good operating condition as are required by the Employer for use by the employee. Each employee ~~shall~~will be required to wear such safety devices and clothing furnished by the Employer in compliance with applicable laws. Employees have the responsibility to report malfunctioning equipment to the Employer.

Section 2.

A Safety Committee ~~shall~~will inquire and make recommendations to the Employer on all safety issues in the work area. Any employee who observes an unsafe condition or acts in the workplace ~~shall~~will promptly report the same to the supervisor. The supervisor ~~shall~~will promptly take appropriate action.

Section 3

If an employee claims that an assigned duty is unsafe or might endanger their health and for that reason refuses to perform the assigned duty, the employee ~~shall~~will immediately inform the supervisor either orally or in writing of the specific reason(s) for this condition. The supervisor will determine whether the employee should continue to work at the assigned duty or be reassigned elsewhere.

Section 4.

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

ARTICLE 31: OUTSIDE EMPLOYMENT

Section 1.

Full-time employees may engage in outside employment, provided that the following conditions are met:

- a) They notify their supervisor of their other employment;
- b) If they work at another ~~MERC or Metro~~ Employer facility employees are responsible for coordinating their schedule to minimize overtime work under this Agreement.
- c) Does not create a conflict of interest with the employee's ~~MERC~~ duties; ~~or~~ and
- d) Does not create an inability to perform employee's job duties ~~at MERC~~ for the Employer.

Outside employment consists of working at outside employers, whether public or private, and other Employer facilities or departments.

Section 2.

Full time employees who engage in outside employment including at another Employer facility or department, who ~~are found to~~ violate the above conditions ~~and who have failed to notify their Supervisor of such employment shall~~ will be disciplined up to and including termination.

ARTICLE 32: BULLETIN BOARD

The Employer ~~shall~~will provide the Union a bulletin board for the posting of Union notices in the Security Office at the Oregon Convention Center and in the Storage Room, Antoinette Hatfield Hall, and stage door, at the ~~Performing Arts Center~~Keller Auditorium. The Union ~~shall~~will limit its posting of notices to such bulletin boards.

ARTICLE 33: EMPLOYEE ASSISTANCE PROGRAM

~~MERC~~Employer ~~shall~~will provide at no cost to the employee an employee assistance program for all ~~benefit-eligible~~ employees, their dependents, and any household members.

ARTICLE 34: TRAINING

Section 1. State Required License and Certification Renewals

- a) The Employer ~~shall~~will pay for the following trainings and fees associated with licenses and/or certifications which are required by the State only as follows:
 - 1) Facility Security Agents
 - i. One DPSST Four (4) Hour Refresher Class every two years, provided during paid working hours.
 - ii. One DPSST Renewal Fee every two years.
 - 2) Medical Technicians
 - i. One CPR Renewal class by American Heart Association or equivalent every two years, provided during paid working hours.
 - ii. One CPR Renewal fee every two years.
 - iii. Reimbursement of one EMT Basic renewal fee every two years, provided upon receipt.
- b) A copy of all licenses and certifications must be received in the ~~DSS~~Public Safety office prior to the expiration date. Failure to comply with any DPSST rule and/or regulation will result in the employee being removed from the security schedule and/or working any security positions and may be cause for termination.
- c) Facility Security Agents are responsible for maintaining DPSST certification and recertification. Failure of any Facility Security Agent to attend training and/or obtain certification and/or DPSST re-certification will be cause for that employee to be removed from the schedule until completion of training and/or certification is obtained, and may result in disciplinary action up to and including termination.
- d) Medical Technicians are responsible for maintaining CPR and EMT-Basic certification. Failure of Medical Technicians to attend training and/or obtain CPR and/or EMT-Basic re-certification will be cause for that employee to be removed from the schedule until completion of training and/or certification is obtained and may result in disciplinary action up to and including termination.
- e) It is agreed to by both parties that if an employee is receiving any of the above trainings, classes, fees or reimbursements from an outside Employer, the Employer will not provide that associated trainings, classes, fees or reimbursements. It is further agreed

that other fees resulting from late applications, expired licenses, or other preventable fees will not be paid or reimbursed by the Employer.

Section 2. Employer Provided Training

The Employer agrees to provide a private meeting or training space for all training and education. Training and education shall not be expected to be performed in any office where the public or other workers could disturb the process of training and education. The Employer agrees to provide the following trainings on an annual basis only as follows:

- a) Full-time and ~~Part-time~~ Variable hour Facility Security Agents
 - 1) First Aid
 - 2) AED
 - 3) Blood Pathogens
 - 4) ~~Pepper Mace~~ Chemical Restraint, Baton, Handcuffs, and other defensive technologies or systems, as implemented by Employer
 - 5) Access Control
 - 6) Customer Service
 - 7) Fire Alarm
 - 8) Building Light Control
- b) Newly hired full-time Facility Security Agents will be ~~offered~~ provided the following trainings within ~~six~~ three calendar months of hire: Report Writing; Fire Alarm; Tactical Radio; Self Defense Training; Chemical Restraint; Baton; and Hand Cuff.
- c) Medical Technicians
 - 1) First Aid
 - 2) AED
 - 3) Blood Pathogens
 - 4) Customer Service

ARTICLE 35: CLOTHING/UNIFORM ALLOWANCE

Section 1.

The Employer ~~shall~~will continue to provide all required uniforms and equipment. Additionally, for all full-time employees the Employer ~~shall~~will pay:

- \$40.00 monthly for uniform and coat cleaning.
 - The uniform cleaning fee ~~shall~~will be paid on the first paycheck of the month.
- ~~\$100.00~~ \$200 per year shoe allowance for safety-rated professional security shoes.

Following four hundred and eighty hours (480) hours of employment and each contract term thereafter upon four hundred and eighty hours (480) hours of employment, the employee will receive an allowance for the purchase of shoes as defined below.

For ~~part-time~~variable hour Facility Security Agents ~~and Med Technicians~~, the ~~employer~~Employer ~~shall~~will pay:

- ~~—\$50.00 per year in footwear re-imbursement allowance~~ \$200 per term of the contract shoe allowance for safety-rated professional security shoes.

For ~~part-time~~variable hour Medical Technicians, the ~~employer~~Employer ~~shall~~will pay:

- \$100 per term of the contract shoe allowance for black sneakers.

The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

~~Security Agents and Med Techs~~Medical Technicians ~~are responsible for purchasing appropriate shoes, and MERC will reimburse them per the rates above after being presented with receipt of purchase.~~

Section 2.

The ~~employer~~Employer ~~shall~~will provide the following uniform items for all employees per contract term:

- Two (2) Uniform tops with appropriate ~~MERC~~Employer patches
- Two (2) pairs of 5:11 tactical pants
- Two (2) pairs of 5:11 tactical shorts
- One (1) jacket (Security Agents Only)

In addition to the above, the Employer ~~shall~~will provide all required equipment to Security Agents as defined in Article 30: Safety and Health.

Employees will be responsible for keeping issued uniforms and equipment in good working condition. Normal wear and tear is expected. In the event uniforms and/or equipment become too worn for use due to normal wear and tear as determined by management, the Employer ~~shall~~will provide replacement items.

ARTICLE 36: PERSONNEL FILE

Section 1.

~~MERC~~Employer shall will maintain one ~~(1)~~ official personnel file for ~~all~~ each employees. This file shall will be maintained ~~in by~~ the ~~Metro~~ Human Resources Office Department. No discipline provided to an employee under Article 26 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 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.

Section 2.

An employee upon request shall will have the right to view all material in the employee's personnel file. No discipline provided to an employee under Article 26 may be used against an employee unless entered in the official ~~MERC~~ personnel file as described in ~~Subsection 136.1~~.

Section 3.

At the employee's request, disciplinary material except ~~in extreme cases like~~ discrimination and harassment policy violations, shall will be removed from the personnel file two ~~(2)~~ years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. At the employee's request, ~~except in extreme cases like~~ discrimination and harassment policy violations shall will be removed from the personnel file four ~~(4)~~ years from the date the material was entered, and provided that the employee has received no other violations. A written record of a verbal 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 ~~(4)~~ or two ~~(2)~~ 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 37: PARKING

Section 1.

All full-time Oregon Convention Center employees hired prior to January 1, 2003 will be eligible for a pre-tax payroll deduction of \$20.00 per month for parking provided they enroll retroactively to April 1, 2003.

Section 2.

All full-time Oregon Convention Center employees hired after January 1, 2003 that voluntarily elects to participate in the monthly parking program will pay the full cost of the parking program in pre-tax dollars, but ~~shall~~will be no greater than \$75 per month.

Section 3.

Oregon Convention Center ~~part-time~~variable hour employees may purchase passes for the Lloyd lot or other lot designated by management for ~~\$2.50~~\$2.00 per ~~shift~~entry on a first come first served basis.

Section 4.

Employees working shifts at the Portland Expo Center may park at no cost to the employee in the Employer's designated lot.

Employees working shifts at Portland's 5 Centers for the Arts are not provided parking by the Employer.

~~As parking fees are increased, subject to approval of the General Manager, all employees in the parking program will cover the increases through the payroll pre-tax program.~~

Section 5.

~~As parking fees are increased, subject to approval of the General Manager of Visitor Venues, all employees in the parking programs listed above will cover the increases through the payroll pre-tax program.~~

~~Employees will be entitled to enroll in Metro's TDM program.~~

Section 6.

~~All Oregon Convention Center full-time employees will continue to be enrolled in the Lloyd District Passport Program until the program terminates or MERC opts out of the program.~~

Tri-Met Pass: Based on the availability and Employer's participation in the plan, a Tri-Met pass may be made available to all employees working in an ILWU represented position who work 10 hours or more each work week for more than 6 months out of the year.

Section 7.

Non-probationary, benefits-eligible employees are eligible to participate in Employer's Transit Demand Management (TDM) program, subject to incentives being funded.

- a) Bicycle/Walk Incentive: \$22.00 per month stipend will be provided for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute to a Metro work site for 80% of the month.
- b) Carpooling: If and when an off-site facility charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) that are employees and park at a Metro facility, will be eligible for a parking reduction of \$11.00 per month per each eligible employee in the carpool; according to Employer's policy.
- c) Guaranteed Ride Home: For eligible employees participating in the TDM program who carpool, use transit, walk or bike to work the Employer will pay for a ride home if the need arises to leave work unexpectedly or stay late due to job demands or emergency.

ARTICLE 38: RECOUPMENT OF PAYMENTS

Section 1. Overpayments

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:

- a) The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years after the notification.
- b) Where this process is utilized, the employee and Employer ~~shall~~will meet and attempt to reach mutual agreement on a repayment schedule within thirty ~~(30)~~ calendar days following written notification.
- c) If there is no mutual agreement at the end of the thirty ~~(30)~~ calendar day period, the Employer ~~shall~~will implement the repayment schedule stated in subsection (d) below.
- d) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment ~~shall~~will be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary until paid in full. If the overpayment is less than 5% 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 service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check~~

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.

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 for times to which the record/~~documentation~~ has ~~for times~~ indicated and 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 39: SAVINGS CLAUSE

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 of the term of this Agreement.

ARTICLE 40: TERM OF AGREEMENT

This Agreement ~~shall~~will be in full force and effect from July 1, ~~2019-2023~~20222025 until June 30, ~~2022~~2025, and it ~~shall~~will cease and expire on that date.

If notice is given as herein provided, representatives of the Employer and the Union ~~shall~~will meet and ~~shall~~will negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract ~~shall~~will remain in effect during the continued good faith negotiations.

Signature Page

FOR METROPOLITAN EXPOSITION RECREATION COMMISSION

Christina Longo, Labor & Employee Relations
Supervisor, Chief Negotiator

Nick Brown, Public Safety Manager, OCC

Derek Bliss, Director of Public Safety OCC

Ed Williams, Director of Operations, Portland'5

Felita Kahl, Public Safety Manager, Portland'5

Brian Joerg, Public Safety Manager Portland
Expo Center

Julio Garcia, Director of Human Resources

Steve Faulstick, General Manager, Visitor Venues

FOR INTERNATIONAL LONGSHOREMEN AND WAREHOUSE UNION LOCAL 28

Vaughn Emmons, Chief Negotiator

Ray Turner, Jr. Bargaining Team

Earl Leichner, Bargaining Team

EXHIBIT "A": PAY SCHEDULE

Upon ratification of both parties, but no earlier than July 1, ~~2019~~[2023](#), the following pay schedule will be implemented.

~~Metropolitan Exposition Recreation Commission-~~
ILWU, Local 28 Hourly Rate Pay Schedule, [FY 2022-2023](#)

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step3	Step 4	Step 5	Step 6	Step 7
320	8261	Lead Security Agent	28.58	30.01	31.51	33.09	34.74	36.48	38.30
300	8260	Facility Security Agent	26.59	27.92	29.32	30.78	32.32	33.94	35.63
300	8132	Relief Facility Security Agent, On-Call							
310	8120	Medical Technician	24.17	25.38	26.65	27.98	29.38	30.85	32.39

~~Lead Security Agent~~

Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7
\$19.68	\$20.66	\$21.68	\$22.76	\$23.91	\$25.10	\$26.36

~~Facility Security Agent (FT/PT)~~

Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7
\$17.89	\$18.78	\$19.71	\$20.69	\$21.74	\$22.82	\$23.96

Medical Technician	
Probationary	Regular
\$17.19	\$17.89

EXHIBIT B: GRIEVANCE FORM

ILWU Local 28 –

~~MERC~~EMPLOYER Grievance

Grievance # _____ Date: _____ Steward _____

Name of grievant(s) _____

Nature of grievance _____

Step 2 response _____

_____ DATE: _____

Step 3 response _____

DATE:_____

Step 4 response _____

DATE_____

Submitted for arbitration:

MERC Commission Meeting

June 7, 2023
12:30 pm

Travel Portland Quarterly
Report

TRAVEL
PORTLAND

3RD QUARTER 2022-23 REPORT

Highlights:

Executive Summary – Page 3

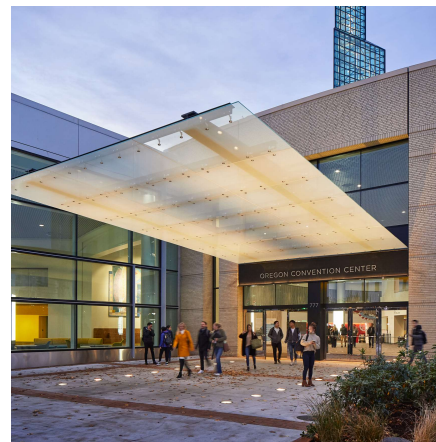


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Board of Directors.....	22



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



EXECUTIVE SUMMARY

ACCOMPLISHMENTS

- For the 3rd Quarter, OCC realized more than \$3.9 million in revenue from Travel Portland booked business. Community impact ROI from all future bookings was 11.7 to 1.
- Six new and one repeat OCC conventions were booked for future years worth more than \$948,000 in OCC revenue and community economic impact more than \$5.2 million. Total Travel Portland bookings, including single hotel will result in more than \$12.2 million of economic impact.
- Across domestic media outlets, Portland was included in 791 placements with a total impression of more than 2.3 billion that could potentially influence Portland as a business and leisure travel destination.
- Travel Portland's convention sales team booked the National Education Association for July 2025. With over 5000 attendees and almost 35,000 hotel room nights, it will be the biggest convention Portland has ever hosted.
- Travel Portland returned to the stage with our annual State of the Industry Lunch on March 22nd. Travel Portland marketing and research staff presented Portland hospitality programs and statistics. Zeek Colman, Tourism Economics, gave national view of the industry and how Portland fares compared to those trends. It was the largest number of attendees to date which indicates the desire for strong data.
- To support Portland's dining scene – our top travel motivator -- Travel Portland underwrote the inaugural "Ticket to Dine" promotion – which is targeting local residents -- and forged a marketing partnership with Eater, which is targeting food-obsessed travelers in Los Angeles, San Francisco and Seattle.
- Travel Portland hosted AFAR Magazine's Annual Editorial Team Retreat in February. The event brought more than 40 editorial decision makers to Portland for several days, many of which arrived early or stayed late to further explore the city on their own.

TRENDS, SUCCESSES, OBSTACLES

- Collection of the city's TLT/TID in the first three quarters of FY23 has been lower than expected. We had expected FY23 collection at 80% of peak year (FY 2018-2019), but so far it actualized around 73% of peak year. Comparing to the same period in FY22, the collection increased 36% year on year in FY23. However, tax delinquency from certain hotels created additional headwind for Travel Portland's topline.
- Portland, and downtown hotels specifically, continue to lag in occupancy compared to our competitive set by as much as 20% points. While Average Daily Rate has improved, revenue continues to suffer at the hotel level which translates into very slow growth of lodging taxes.
- To support the convention sales effort, Travel Portland launched "Plan for Portland," its biggest-ever integrated advertising campaign (total media plan: \$1.1 million) targeting meeting planners and decision-makers.

MERC CONTRACT TARGETS

TARGET #	TARGET DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL TARGET
1	OCC revenue target	\$8,728,362	\$16 Million
2	ROI on future OCC business	2.5	1.5
3	Lead conversion	15.4%	18%
4	Services performance survey	3.9	3.8
5	Public relations/media	22.0	25
6	Community economic impact	23.1	16.0

CITY CONTRACT GOALS

OBJECTIVE #	GOAL DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL GOAL
1	Convention Sales and Marketing Economic Impact ROI	13.3	15.0
5	International visitors	N/A****	Benchmark Year
7	Total Media Placements	266	200
7	Total Media Impressions	3,933,199,776	3.14 B
8	Services Performance Survey	6	6/Year



EXECUTIVE SUMMARY

HOTEL DEMAND			
COMPETITIVE SET COMPARISON			
Smith Travel			
Research Central Business Districts			
	Occupancy (%)	ADR (\$)	RevPar (\$)
Portland Central City +	48.8%	\$153.38	\$74.91
Denver	61.1%	\$180.00	\$109.96
Seattle	53.3%	\$177.25	\$94.44
Salt Lake city	69.0%	\$174.78	\$120.52
Nashville	71.3%	\$271.19	\$193.27
Austin	71.7%	\$276.48	\$198.33
Minneapolis	36.9%	\$149.48	\$55.09
San Francisco	54.4%	\$298.59	\$162.48

**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	48.8%	29.0%	\$153.38	9.4%	\$74.91	41.1%	441,516	29.30%
Airport	58.7%	2.2%	\$127.68	7.5%	\$75.00	9.8%	177,269	-4.4%
Eastside	61.1%	-7.1%	\$92.71	15.7%	\$56.63	7.5%	26,993	-14.7%
Jantzen Beach	55.5%	30.9%	\$110.50	6.4%	\$61.28	39.3%	72,571	30.9%
City of Portland +	52.0%	18.9%	\$140.42	10.3%	\$73.05	31.1%	718,349	17.0%

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

REGION	LODGING TAX COLLECTIONS*			
	QUARTER 3			
	TLT/TID			
	YTD THRU Q3 FY23 (\$)	YTD THRU Q3 FY23 (% of TTL)	YTD CHANGE FY22 to FY23 (\$)	YTD CHANGE FY22 to FY23 (%)
Central City	\$9,308,546	56%	\$3,780,438	68%
Airport	\$2,561,965	16%	\$18,820	1%
Eastside	\$139,024	1%	(\$28,431)	-17%
Jantzen Beach	\$1,104,313	7%	\$242,573	28%
Subtotal	\$13,113,848	79%	\$4,013,400	44%
Online Travel Agency	\$984,218	6%	\$73,603	8%
Short Term Rental	\$2,310,120	14%	\$283,563	14%
Other	\$96,740	1%	\$16,085	20%
Subtotal	\$3,391,077	21%	\$373,250	12%
Grand Total	\$16,504,925	100%	\$4,386,650	36%

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



CONVENTION SALES

OREGON CONVENTION CENTER BOOKING REVENUE FROM TRAVEL PORTLAND BOOKINGS			
	OCC Revenue	Annuals	Total Potential Future Business
FY 22/23	\$ 18,898,470	-	\$ 18,898,470
FY 23/24	\$ 17,108,284	\$ 1,587,903	\$ 18,696,187
FY 24/25	\$ 8,553,322	\$ 2,932,933	\$ 11,486,255
FY 25/26	\$ 5,780,891	\$ 2,603,458	\$ 8,384,349
FY 26/27	\$ 2,772,347	\$ 2,932,933	\$ 5,705,280
FY 27/28	\$ 502,011	\$ 2,603,458	\$ 3,105,469
FY 28/29	\$ 534,267	\$ 2,932,933	\$ 3,467,200
FY 29/30	\$ 843,896	\$ 2,603,458	\$ 3,447,354
FY 30/31	\$ -	\$ 2,932,933	\$ 2,932,933
TOTAL	\$ 54,993,488	\$ 21,130,009	\$ 76,123,497

OREGON CONVENTION CENTER PROJECTED FUTURE REVENUE			
Total Travel Portland Contract:	QTR	YTD	Target
New OCC Bookings	6	26	
Repeat OCC Bookings	1	9	
Total OCC Bookings	7	35	
Room Nights from OCC Bookings	3,761	61,532	
Future OCC Revenue Booked during FY 2022/23	\$948,695	\$9,326,530	
ROI OCC Bookings	\$ 0.9	\$ 2.5	1.5 to 1
Community Economic Impact from OCC Bookings	\$5,245,217	\$48,032,789	
Total Room Nights Booked	19,916	139,098	
Total Community Economic Impact from Bookings	\$ 12,253,747	\$ 87,766,296	
ROI on Total Community Economic Impact	\$ 11.7	\$ 23.1	16.0 to 1
OCC Revenue Realized During FY 2022/23	\$ 3,982,063	\$ 8,728,362	\$16 Million



CONVENTION SALES

OCC LEAD CONVERSION	
	As of April 1, 2023
Lead Conversion Percentage	15.4%
Benchmark / Annual Target -18%	

OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS					
AS OF APRIL 1, 2023					
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27 and beyond
Current	51	41	15	12	5
4 Year Average	Current	1 yr. out	2 yrs. out	3 yrs. out	Beyond 3 yrs.
(FY 19/20-22/23)	33	37	26	19	16

OREGON CONVENTION CENTER REVENUE		
THREE YEAR AVERAGE		
	Total Contract	
	Quarter	YTD
OCC Revenue Generated (3 yr. average)	\$ 1,667,859	\$ 4,091,789
Travel Portland Contract Costs	\$ 1,048,141	\$ 3,792,980
ROI (Revenue / Costs)	1.6	1.1

3RD QUARTER - OREGON CONVENTION CENTER LOST BUSINESS					
Account	Groups	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact
Total	29	119,170	76,300	\$ 16,219,407	\$ 80,659,508



CONVENTION SALES

DIVERSE GROUPS/MINORITY PROJECTED FUTURE REVENUE		
Total Travel Portland Contract	3rd Quarter	YTD
New Diverse/Minority Group Bookings	1	5
Total Diverse/Minority Group Bookings	1	5
Room Nights from Diverse/Minority Group Bookings	102	2,927
Diverse/Minority Group Leads	6	14
Diverse/Minority Group Lost Leads	1	10

For the third quarter of FY 2022/23, minority bookings created an estimated economic impact to the greater metro Portland community of approximately \$35,000. Booked groups included the following:

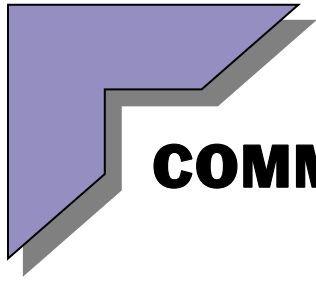
The College Board	\$34,776
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3RD QUARTER - OREGON CONVENTION CENTER CANCELLATIONS							
Account Name	Groups	Reason	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact	Arrival Date
American Society of Gene & Cell Therapy	1	Not Enough Space to Accommodate Group	3,488	5,500	\$ 641,083	\$ 2,550,996	5/12/25
Total OCC Cancellations	1		3,488	5,500	\$ 641,083	\$ 2,550,996	



ACTIVITY DESCRIPTION	3RD QUARTER	YTD
OCC groups occurring during the quarter	15	32
Pre-convention attendance building - Site tours	11	32

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	3	0	0	0	0	4.0	3
Travel Portland convention services staff	3	0	0	0	0	4.0	3
Travel Portland collateral/promotional materials	1	1	0	0	0	3.5	2
Quality and user-friendliness of the Travel Portland website	2	0	0	0	0	4.0	2
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?							
Attentive and thorough. So helpful, such a great resource!							
I picked up the planning about 6 months before the event so I didn't get a chance to meet Travel Portland staff during the first site visit but from email communications, I found staff to be very responsive and provide me with information in a timely manner.							
Ana was fantastic to work with when we were in the contracting phase. She was so easy to relate to and down to earth. Alenna was an excellent resource for me throughout the planning and while on-site. She is passionate about the city she represents and it shows!							
Groups Serviced/Surveyed:							
Association for Challenge Course Technology <i>*Completed Survey</i>		Public Lands Alliance		Informa Pop Culture Events			
National Association for Bilingual Education		Forest Business Network		Varsity Spirit			
American Craft Spirits Association <i>*Completed Survey</i>		Society for American Archaeology					
The Materials Show & Premiere Vision Sport		TESOL International Association <i>*Completed Survey</i>					
Governor's Occupational Safety and Health Conference		Association for Student Conduct					
American Dental Education Association		American Association for Dental, Oral, and Craniofacial Research					



COMMUNICATION & PR

TOTAL DOMESTIC MEDIA NARRATIVE	Q3	YTD
Placements	791	2,498
Impressions	2,385,064,345	9,200,706,384

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	Q3	YTD
Placements	8	15
Impressions	476,449	1,091,201

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.

MEDIA ENGAGEMENTS FOR MINORITY-OWNED	Q3	YTD
Engagements	276	702

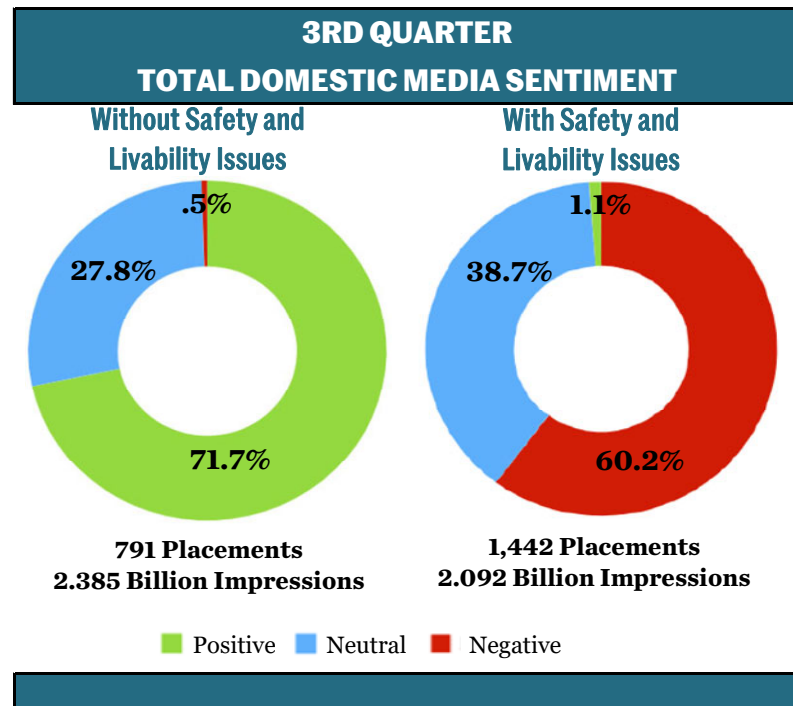
A media engagement is defined as an interaction with media regarding a single topic or issue.

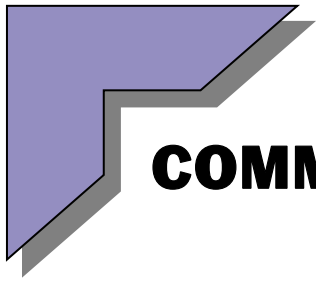
TARGETED DOMESTIC MEDIA	Q3	YTD	Target Benchmark
Placements	87	266	200
Impressions	1,272,252,316	3,933,199,776	3.14B

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	Q3	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.



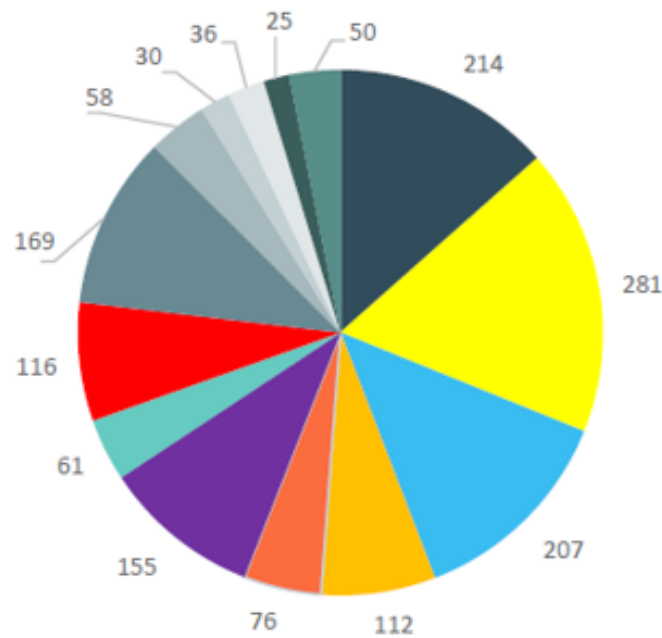


COMMUNICATION & PR

3RD QUARTER TOTAL DOMESTIC MEDIA NARRATIVE: KEY MESSAGES PLACEMENTS & IMPRESSIONS

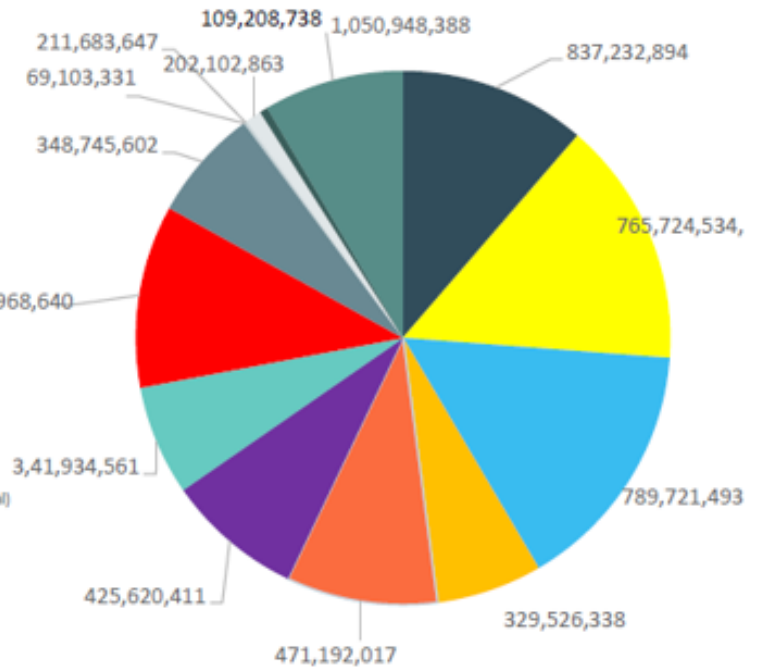
Placements

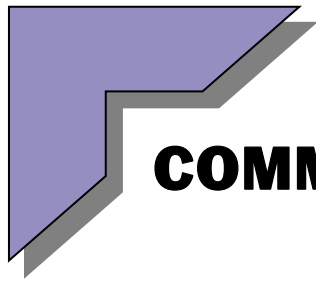
- Arts & Culture
- Events & Festivals
- Hotels & Lodging
- Makers & Shopping
- Outdoors
- Portland Region
- Neighborhoods
- Activities & Attractions
- Food & Drink
- Transportation
- Diversity (LGBTQ+, multicultural)
- Meetings & Conventions
- Nightlife
- Family-friendly



Impressions

- Arts & Culture
- Hotels & Lodging
- Events & Festivals
- Makers & Shopping
- Portland Region
- Outdoors
- Food & Drink
- Activities & Attractions
- Neighborhoods
- Diversity (LGBTQ+, multicultural)
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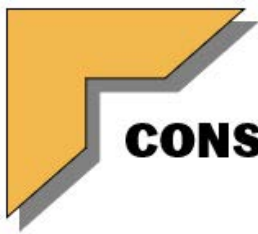
COMMUNICATION & PR

Publication Date	Outlet	Headline	Medium	Total Circulation	Placements
January 2023	Trade Show Executive	The Western Frontier is Booming with Trade Show Business	Print	5,020	1
January 2023	MeetingsNet	New Ritz-Carlton to Debut This Summer in Portland	Online	14,881	1
Jan/Feb Issue	Convene	Three Days in Portland	Print	36,000	1
February 2023	Meetings Today	Key Venue Openings and Renovations in the Pacific Northwest (2023)	Online	6,190	1
February 2023	Smart Meetings	The Evolution of Urban Renewal Takes Shape in Seattle and Portland	Online	33,090	1
February 2023	Northwest Meetings + Events	The Sky's the Limit at Jupiter Hotels	Online	4,606	1
February 2023	Smart Meetings	Food Rescue and Donating to Those in Need: The Law Is On Your Side	Online	33,090	1
March 2023	PCMA	Meeting Planner FAQ About No Portland Sales Tax	Online	343,572	1
Total				476,449	8

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

PITCHES DELIVERED

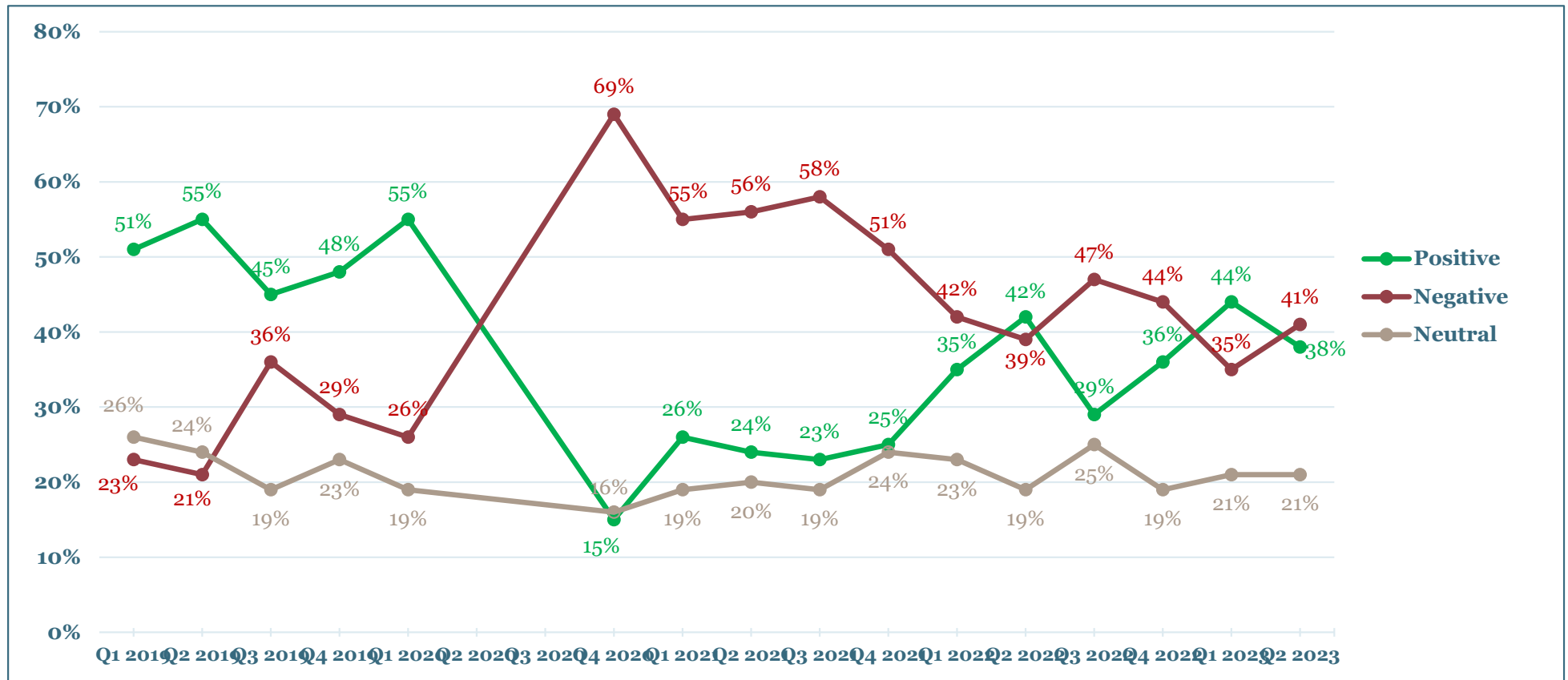
1	Ritz-Carlton Portland Opening and downtown neighborhood exploration.
2	Bliesure Travel Trend Pitch: Stay an extra day.
3	Meetings of all shapes and sizes pitch focusing on more intimate and non-traditional, dynamic meeting space options around the city.
4	Destination Update: Events and festivals in Portland for Summer 2023 and beyond including marquee festivals.
5	Neighborhood Spotlight: Places to eat, drink, and the best entertainment nearby the Oregon Convention Center.
6	Culinary trend pitch focusing on "zero-proof" drinks and where to find them in Portland.
7	Q&A Interview: Destination Update - What's new and trending in Portland.
Target Goal: Deliver 6-7 meetings-related pitches to industry media on a quarterly basis. Twenty-five total over the fiscal year.	

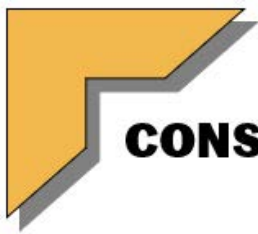


CONSUMER SENTIMENT

PORTLAND CONSUMER RESEARCH

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

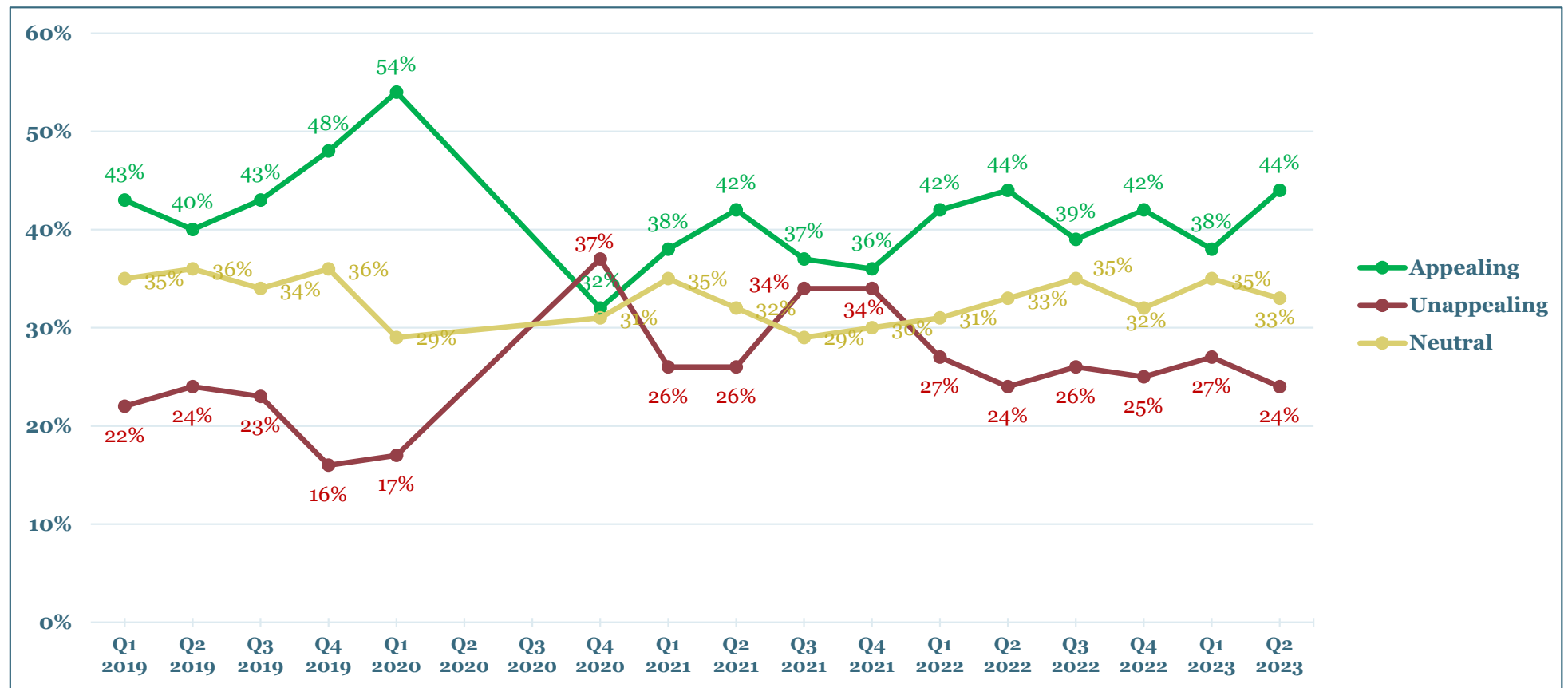


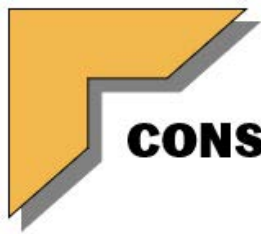


CONSUMER SENTIMENT

PORTLAND CONSUMER RESEARCH

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

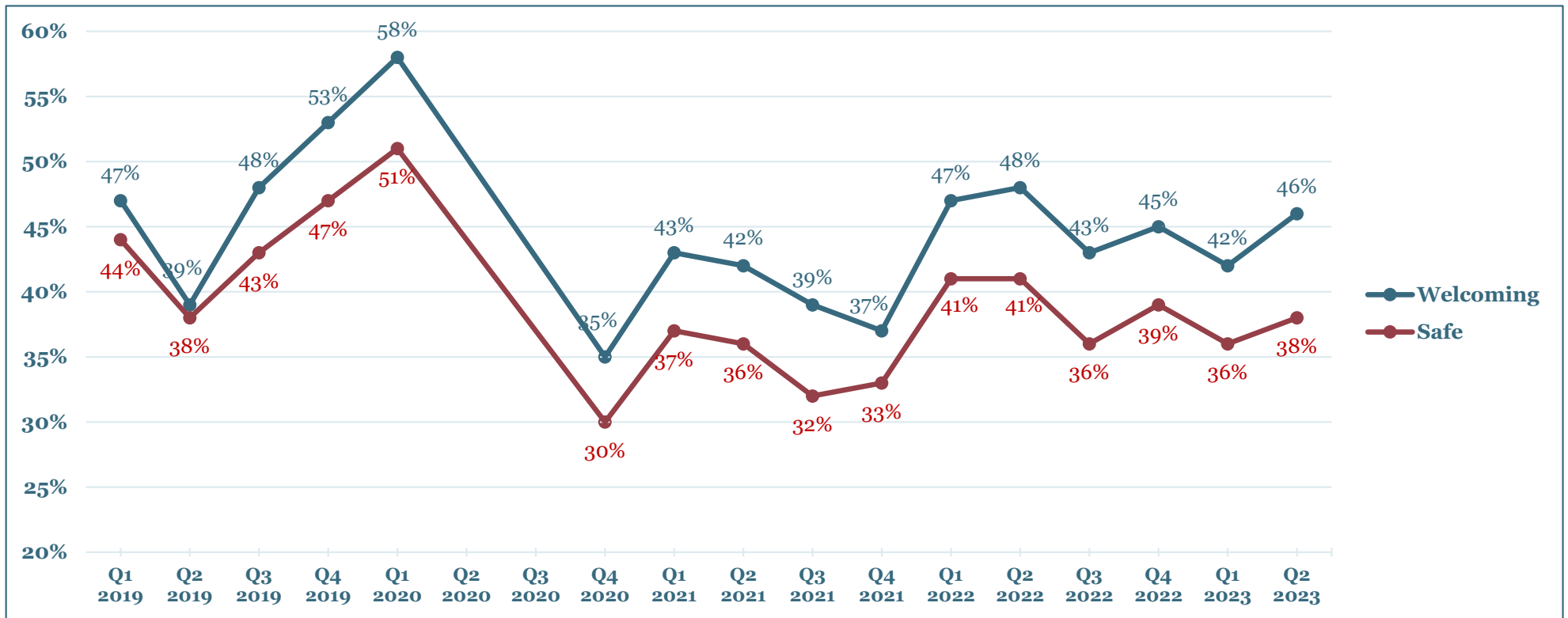


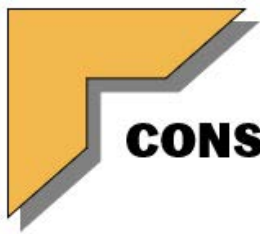


CONSUMER SENTIMENT

PORTLAND CONSUMER RESEARCH

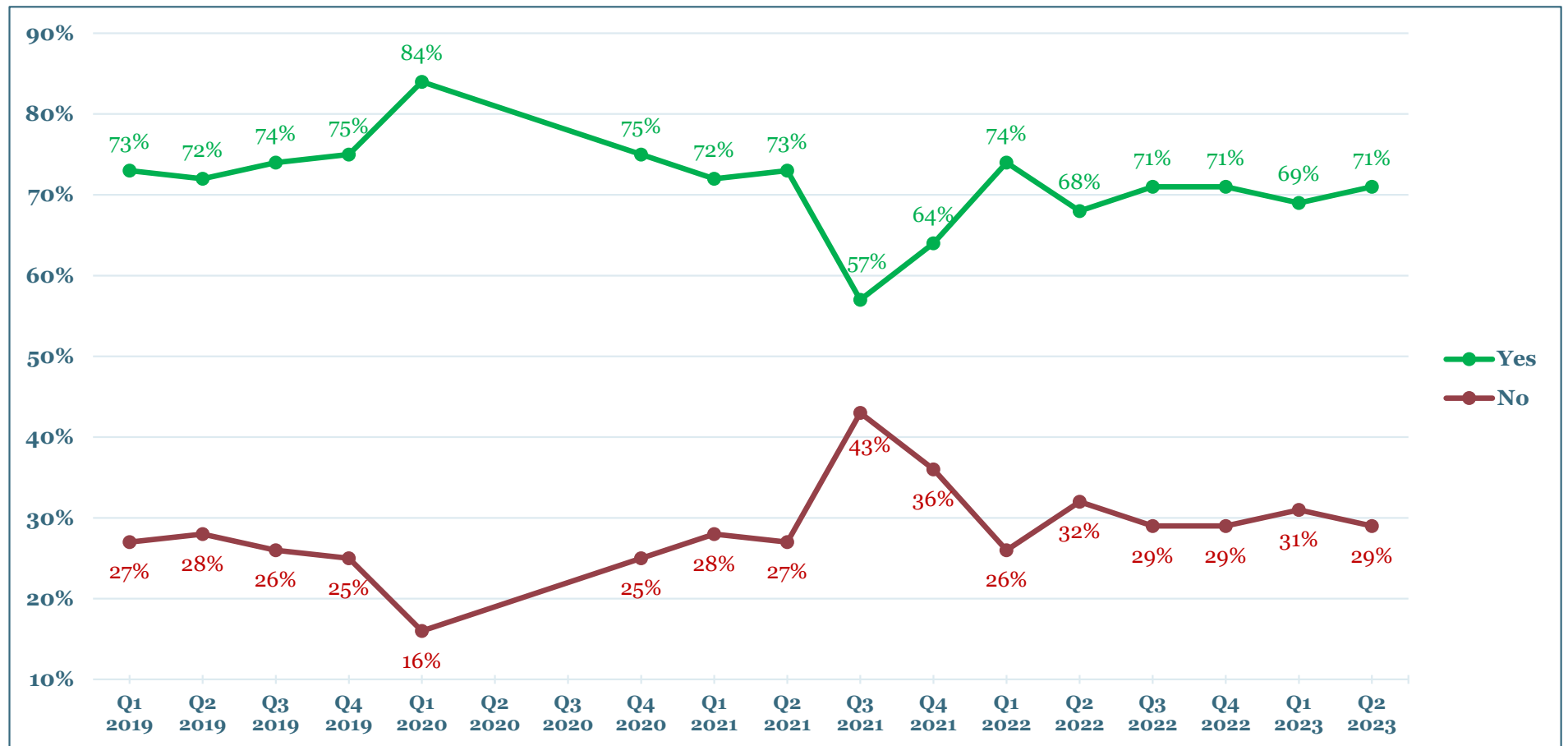
Q: Portland is a welcoming destination. (AGREE - Top 2 Box)
VS.
Q: Portland is a safe destination. (AGREE - Top 2 Box)





PORTLAND CONSUMER RESEARCH

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





MARKETING & INTERNATIONAL TOURISM

MARKETING		
TravelPortland.com	3rd Quarter	YTD
Visits	1,087,579	3,565,304
International Visits	95,871	286,606
Referrals	343,544	1,138,628
Business and Event Detail Views	872,272	2,912,279
TravelPortland.com/meetings		
Venue Finder Page Views	1,013	2,609

Source: Google Analytics

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

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

**Be no less than 5% of our competitive sets' performance for overall visits/arrivals.

***Competitive set = Austin, Seattle, Denver, Salt Lake City, Minneapolis

****Due to past COVID-19 travel restriction, there is minimal international visitation in the USA. Benchmark Year.



DIVERSITY EMPLOYMENT STATISTICS 2022-23

TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATEGORIES

	March 31, 2023		Third 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	4	7	57%	40-60%	Monitor
Professionals	17	23	74%	40-60%	Monitor
Sales Workers	9	10	90%	40-60%	Monitor
Admin Support Workers	14	16	88%	40-60%	Monitor
Total	50	69	72%	40-60%	Monitor
	Number of Minorities	Number of Staff			
Executive/Senior Level	4	13	31%	15-33%	Monitor
First/Mid Level Manager	3	7	43%	15-33%	Monitor
Professionals	6	23	26%	15-33%	Monitor
Sales Workers	4	10	40%	15-33%	Monitor
Admin Support Workers	8	16	50%	15-33%	Monitor
Total	25	69	36%	15-33%	Monitor
This report is based on current full and part-time staff.					



FIRST OPPORTUNITY TARGET AREA (FOTA) 3RD QUARTER 2022-23

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		14	

PURCHASING (YTD)

Travel Portland expenditure with MERC FOTA area businesses	\$	1,110,043
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PARTNERSHIP

Total Partners	Within FOTA	Diverse Partners/Minority (Self-Identified)	Women-Owned
1474	277	176	233

COBID PURCHASING PARTICIPATION FY 2022-23 (YTD)

	MWESB Expended	Total Expended	Percentage of Total Spend on MWESB Expended
COBID or Other State Certified	\$2,010,787	\$4,244,467	47%
Self-Reported	\$1,176,752	\$4,244,467	28%
Total	\$3,187,539	\$4,244,467	75%

For the last 34 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

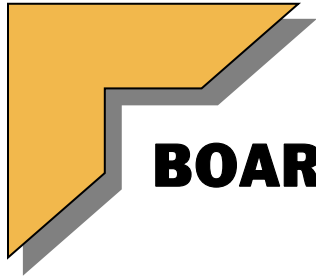
	Annual Budget	MERC QTR Ending 03-31-23	TID/TLT QTR Ending 03- 31-23	Subtotal QTR Ending 03-31-23	Sum MERC YTD 06-30-23	Sum TID/TLT YTD 06-30-23	Sum of YTD 06-30-23	Percent
Expenses								
<u>MERC Supported - Professional Services</u>								
Professional Services								
<u>Convention Sales</u>								
<u>Direct Sales:</u>								
Subtotal - Convention Sales Professional Services	1,666,025	389,132	72,430	461,562	1,230,337	79,405	1,309,742	78.61%
<u>Program Support</u>								
Subtotal - Program Support	249,904	62,476	0	62,476	187,428	0	187,428	75.00%
<u>Research</u>								
Subtotal - Reserach Professional Services	82,875	38,888	0	38,888	80,580	0	80,580	97.23%
<u>Convention Services</u>								
Subtotal - Convention Services Professional Services	252,050	55,997	20,704	76,700	229,458	20,704	250,161	99.25%
<u>Other Contractual Professional Services</u>								
Subtotal - Other Contractual Professional Services	167,550	31,953	62,385	94,338	155,565	105,226	260,791	155.65%
 <i>Total - MERC Supported - Professional Services</i>	 2,418,404	 578,445	 155,519	 733,963	 1,883,367	 205,335	 2,088,702	 86.37%
<u>Other Non-Contractual Professional Services</u>								
<i>Total - Other Non-Contractual Professional Services</i>	0	0	75,870	75,870	0	231,490	231,490	0.00%
 <u>Convention Sales - MERC Supported Program of Work</u>								
<u>Sales Calls, Trips and Missions</u>								
Subtotal - Sales Calls, Trips and Missions	155,000	88,120	23,235	111,354	95,246	23,235	118,481	76.44%
<u>Multicultural Sales Efforts</u>			0					
Subtotal - Multicultural Sales Efforts	152,500	-551	14,581	14,030	100,634	14,581	115,215	75.55%
<u>Trade Shows and Indusv Events</u>								
Subtotal - Industry Trade Shows and Events	641,714	144,603	30,867	175,469	538,026	65,259	603,286	94.01%
<u>Familiarization Tours & Site Visits</u>								
Subtotal - Familiarization Tours	305,000	11,790	41,994	53,784	211,207	58,604	269,811	88.46%
<u>Other Programs</u>								
Subtotal - Other Programs	409,500	75,057	11,017	86,073	241,327	33,746	275,073	67.17%
<i>Total Convention Sales MERC Supported Program of Work</i>	<i>1,663,714</i>	<i>319,018</i>	<i>121,692</i>	<i>440,710</i>	<i>1,186,441</i>	<i>195,424</i>	<i>1,381,865</i>	<i>83.06%</i>
 Other Departments - MERC Supported POW								
<u>Convention Services - Other Programs</u>								
Subtotal - Con Svs - Other Programs	250,000	53,882	23,640	77,522	209,514	41,166	250,680	100.27%
<u>Research - Other Programs</u>								
Subtotal - Research - Other Programs	225,000	81,919	0	81,919	183,734	0	183,734	81.66%
<u>DEI - Other Programs</u>								
Subtotal - DEI - Other Programs	100,000	0	30,171	30,171	100,000	45,556	145,556	145.56%
<u>Communications/PR</u>			0					
Subtotal - Comm/PR - Other Programs	100,000	14,877	40,679	55,556	79,924	40,679	120,603	120.60%
<u>Marketing</u>								
Subtotal - Marketing - Other Programs	150,000	0	581,058	581,058	150,000	1,156,109	1,306,109	870.74%
<i>Total Other Depts MERC Supported Program of Work</i>	<i>825,000</i>	<i>150,678</i>	<i>675,547</i>	<i>826,225</i>	<i>723,172</i>	<i>1,283,509</i>	<i>2,006,681</i>	<i>243.23%</i>
 <i>Grand Total</i>	<i>4,907,118</i>	<i>1,048,141</i>	<i>1,028,627</i>	<i>2,076,768</i>	<i>3,792,980</i>	<i>1,915,758</i>	<i>5,708,738</i>	<i>116.34%</i>

Travel Portland
Income Statement
(Statement of Financial Activities)

	Actual (Prior Year) YTD 3/31/2022 Column A	Actual YTD 3/31/2023 Column B	Budget YTD 3/31/2023 Column C	Actual (Prior Year) Full Year 6/30/2022 Column D	Approved Budget Full Year 6/30/2023 Column E
Revenue					
City/County Lodging Tax (1%)	2,927,013	4,009,186	4,378,707	3,897,343	5,548,257
Tourism Improvement District (TID = 2% + 1%)	8,745,790	12,436,069	12,871,714	11,694,495	16,543,355
MERC (OCC Contract)	1,800,000	3,680,339	3,680,325	2,172,000	4,907,118
Partnership Dues	172,046	139,026	0	238,148	0
Fees Earned & Other Income	-185,718	544,816	234,747	-509,686	313,000
EDA Grant	0	92,427	168,750	37,194	225,000
Trade-Out/In-Kind	0	0	0	3,235	0
Cooperative Programs	201,092	-1,800	112,500	200,254	150,000
Regional RCTP (from Travel Oregon)	1,522,061	2,362,694	2,718,396	2,207,588	3,624,542
Regional Recovery & Stabilization Fund (From Travel Oregon)	618,429	0	0	618,429	0
Cultural Tourism	162,769	229,312	159,003	211,544	212,000
Visitor Development Fund (VDF)	0	0	0	0	0
Total Revenue	15,963,480	23,492,068	24,324,142	20,770,545	31,523,272
Expenses					
Convention Sales and Research	2,870,849	5,311,721	5,608,026	4,059,399	7,477,256
International Affairs	234,975	637,834	779,952	462,771	1,045,000
Marketing	5,286,408	7,432,575	7,549,309	7,927,157	10,516,391
Communications/PR	350,912	1,057,493	1,212,042	625,477	1,648,251
Regional RCTP (from Travel Oregon)	1,522,061	2,362,694	2,718,423	2,207,588	3,624,542
Convention Services, Housing, and Events	478,842	1,202,112	1,057,983	810,181	1,412,000
Community Engagement/DEI/VC	462,225	1,315,934	1,700,178	719,390	2,508,531
Program Support	3,366,219	3,008,983	3,687,741	4,576,835	4,916,952
Total Expenses	14,572,491	22,329,344	24,313,654	21,388,798	33,148,923
Net Surplus/(Deficit)	1,390,990	1,162,723	10,488	-618,253	-1,625,651

Travel Portland
Balance Sheet
(Statement of Financial Position)

	Actual Prior Period YTD 2/28/2023 Column A	Actual Current YTD 3/31/2023 Column B	Change MTM Percentage Column C	Actual Prior YTD 3/31/2022 Column D	Change YOY Percentage Column E
Assets					
Cash and Cash Equivalents	8,734,922	8,716,971	0%	9,031,950	-3%
Investments	4,814,556	4,920,820	2%	5,138,463	-4%
Accounts Receivable	2,560,465	957,585	-167%	2,850,422	-66%
Prepaid Assets	1,151,701	1,177,342	2%	1,055,834	12%
Fixed Assets, net	1,224,877	1,194,484	-3%	1,294,341	-8%
Other Assets	12,891	12,856	0%	2,567	401%
Total Assets	18,499,413	16,980,057	-9%	19,373,576	-12%
Liabilities and Net Assets					
Liabilities					
Accounts Payable & Accrued Expenses	879,363	757,111	-16%	1,384,320	-45%
Accrued Personnel	2,106,569	2,308,033	9%	1,738,859	33%
Deferred Revenue	262,880	255,359	-3%	-87,278	-393%
Other Fiduciary Liabilities - RCTP/RRSF	1,471,933	1,261,848	-17%	3,093,449	-59%
Loan Liability	0	0	0%	0	0%
Total Liabilities	4,720,745	4,582,350	-3%	6,129,350	-25%
Net Assets					
Undesignated	9,397,335	8,016,374	-17%	8,862,894	-10%
Board Designated - Operating Reserve	4,381,333	4,381,333	0%	4,381,333	0%
Total Net Assets	13,778,668	12,397,707	-11%	13,244,227	-6%
Total Liabilities and Net Assets	18,499,413	16,980,057	-9%	19,373,576	-12%



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		
Brown	Jeff	Hotel Eastlund		
Browne	Marie	The Ritz-Carlton Portland		
Burnett	Becky	Host2Host/Hive Hospitality		
Daley	Mike	Sheraton Portland Airport Hotel	Past Chair	Tourism Improvement District Committee
Dawes	Alex	Embassy Suites by Hilton Portland Downtown		
Faustin	Bertony	Abbey Creek Vineyard		
Fleming	Peter	Enterprise Holdings	Chair	
Hasan	Naim	Naim Hasan Photography @ N2H Media Group		
Hawkins	Rick	Geffen Mesher		
Holt	Charles	The Mark Spencer Hotel	Chair-elect	Nominating Committee
Huffman	Kurt	ChefStable		
Liu	Michael	Fubonn Shopping Center		
Lopuszynski	Ziggy	Crown Plaza Portland - Downtown Convention Center		
Maldonado	Laura	Kimpton RiverPlace Hotel		
Martinez	Martin	Orox Leather Co.		
McAllister	Martin	Portland Marriott Downtown Waterfront	Vice Chair	
McCarey	Heather	Explore Washington Park		
Nicolopoulos	Shane	Hyatt Regency Portland at the Oregon Convention Center		Convention Sales Steering Committee
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

MERC Commission Meeting

June 7, 2023
12:30 pm

Expo Future Project Update
