
MERC Commission Meeting

November 2, 2022
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 kullamada dadweynaha, 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。

ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានការបណ្តឹងរើសអើងសូមចូលទស្សនាការបង្ហាញ www.oregonmetro.gov/civilrights។ បើសិនជាអ្នកត្រូវការអនុបកប្រែភាសានៅពេលអង្គបុគ្គលិកសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1890 (ម៉ោង 8 រឺក្នុងម៉ោង 5 ល្ងាច ថ្ងៃអាទិត្យ) ប្រាំពីរថ្ងៃមុនថ្ងៃដែលអ្នកចង់បានការបង្ហាញ។

إشعار بحقوق مدني من Metro الحقوق والمدنية للمزيد من المعلومات حول برنامج Metro للحقوق والمدنية أو لإبداء شكوى ضد تمييزي زجى زيارة الموقع الإلكتروني www.oregonmetro.gov/civilrights. إن كنت بحاجة إلى مساعدة في اللغة، ي ج ب ع ل ي ك الاتصال مقدم ب رقم 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

John Erickson
Vice chair

Deidra Krys-Rusoff
Secretary-treasurer

Damien Hall

Dañel Malán

David Martinez

Deanna Palm

Metropolitan Exposition Recreation Commission

Meeting Agenda

November 2, 2022

12:30 to 2:30 p.m.

Zoom | Webinar ID: 862 6226 6378

- | | |
|-------------------|--|
| 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, Brian Wilson |
| 1:15 | Consent Agenda <ul style="list-style-type: none">• Record of MERC Actions September 7, 2022 |
| 1:20 p.m. | Action Agenda <ul style="list-style-type: none">• Resolution 22-08: For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local B-20.
Elizabeth Arnott• Resolution 22-09: For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28-1.
Elizabeth Arnott |
| 1:50 | Expo Future Project: Monthly Update
Paul Slyman and Giyen Kim |

MERC Commission Meeting

November 2, 2022
12:30 pm

Financial Report

Date: November 2nd, 2022

To: Commissioner Karis Stoudamire-Phillips, Chair
 Commissioner John Erickson, Vice Chair
 Commissioner Deidra Krys-Rusoff, Secretary-Treasurer
 Commissioner Damien Hall
 Commissioner Dañel Malán
 Commissioner David Martinez
 Commissioner Deanna Palm
 Councilor Christine Lewis

From: Will Norris, MERC Venues Financial Manager

Subject: October 2022 Financial Update

Introduction

The attached reports include three (3) months of financial data through 25% of Fiscal Year 2022-23. Yearend estimates-to-close remain highly subject to change at this early point in the fiscal year. This is particularly true as we observe whether pre-COVID seasonal financial patterns resume as operations reach pre-pandemic levels.

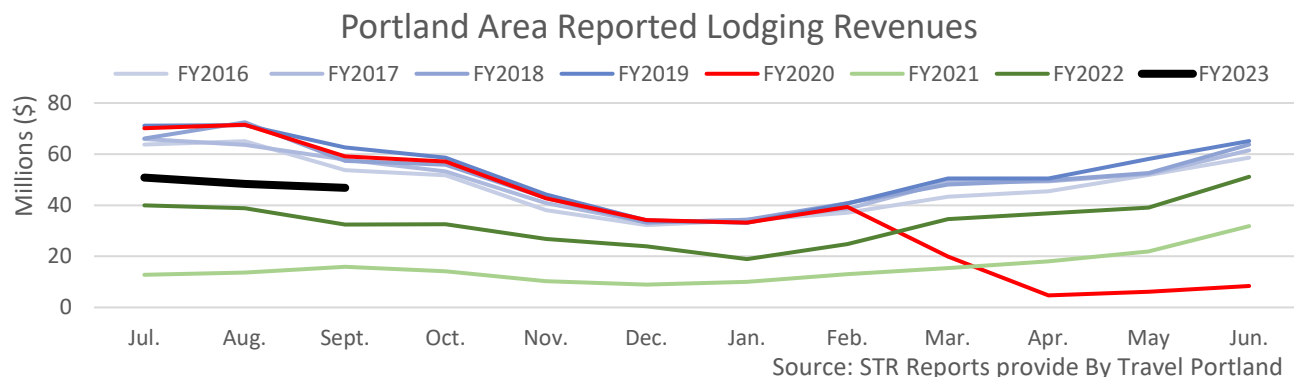
New Report Format

This month's financial reports are presented in a new format. The MERC Financial Report was significantly slimmed during the pandemic when there was little financial activity to report. It is a natural time to update the report's structure now that the venues have largely returned to pre-COVID operating levels. Significant format changes include:

- Comparator financial data from the prior Fiscal Year 2021-22 are added.
- Significant sources of revenues are itemized. For example in the Convention Center, separating Food & Beverage, Facility Rentals, and Parking revenues from overall Charges for Services.
- Expenditures are shown programmatically rather than by object. For example, showing expenditures for Administration, Sales & Marketing, and Facility Operations, etc. instead of by Personnel, Materials & Services, and Capital Outlay etc.
- Current fiscal year capital projects are itemized instead of summarized.

Venue-wide Trends

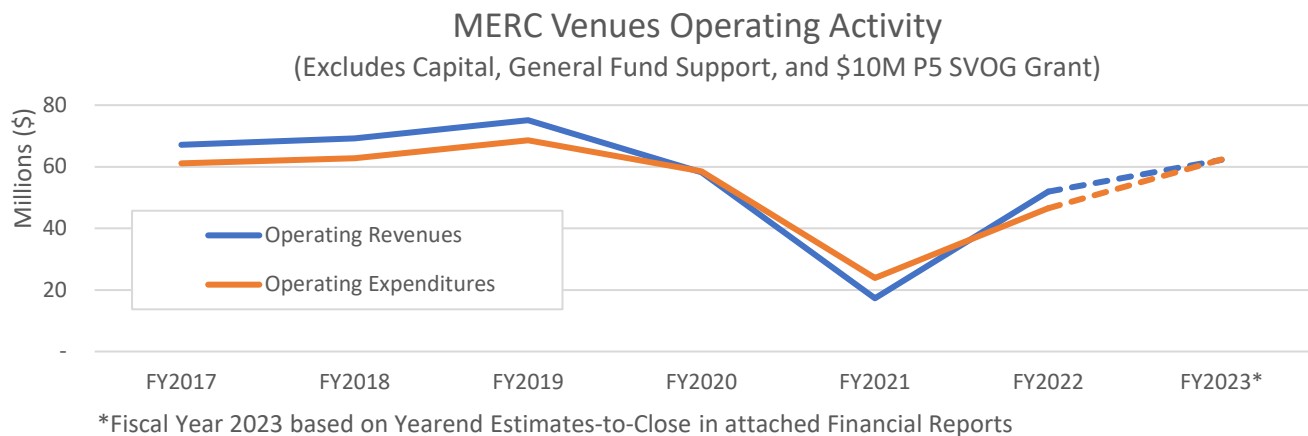
September lodging tax collections and STR Lodging Reports from Travel Portland suggest that both the Oregon Convention Center and Portland's will reach their maximum tax allotments for operations, \$13.9M and \$1.5M in Fiscal Year 2022-23 respectively. Taxes received over and above these amounts are dedicated to capital projects by intergovernmental agreement.



Recessionary risks to lodging tax revenues are a concern over the medium-term. However, the near-term outlook for leisure and travel continues to be strong. United Airlines' CEO recently commented on a Q3 Earnings Call that, *"With hybrid work, every weekend could be a holiday weekend. That's why September, a normally off-peak month was a third strongest month in our history"*. He added, *"This is not pent-up demand. It's the new normal."* The intersection of this phenomenon with conference sales and related hotel room block reservations is not yet known. However, it lends confidence there will be continued improvement in overall lodging tax collections in the near-term.

Venue expenditures are generally trending at or slightly below budget. The outlier is facility operations which is signaling potential budget savings across all three venues. Discussions with facilities managers indicate this is due to vacancies in hard-to-fill positions as well as supply chain constraints. Managers also cautioned that bad winter weather can significantly spike facilities spending without warning.

Overall, operating revenue and expenditure trends are well-balanced on venues-wide basis at this early point in Fiscal Year 2022-23.



Venue Specific Notes

Oregon Convention Center – Revenues are trending very close to budgeted expectations. Expenditures are trending slightly below budget led by Facility Management as noted above as well as Administration. Public Safety expenditures are anticipated to exceed budget due to anticipated addition of three (3) public safety agents at the beginning of calendar year 2023.

Portland's Centers for the Performing Arts – P5's revenue estimates are the most uncertain amongst all the venues due to the small proportion of total events that occur in July, August, or September. There may still be large changes to P5's yearend revenue estimates with the addition of the Fall season's financials. Budget adjustments may be needed for Capital Projects as many are expected to either come in significantly below or above budget. Staff intends to wait for additional capital expenditure actuals, versus estimates, before initiating supplemental budget requests.

Portland Expo Center – The Expo Center is experiencing strong revenue performance across revenue types. There may be continued upward revisions to yearend revenue estimates if these strong early year trends persist. However, much depends on flagship events scheduled for later in the fiscal year and the impact of winter weather.

OREGON CONVENTION CENTER

Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Sept. 2022 (25% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Sept. 2022	Actual thru Sept. 2021	Year-End Actual
REVENUES							
Charges for Services							
Food & Beverage	9,844,020	2,522,798	9,888,243	44,223	26%	350,271	7,508,691
Facility Rentals	4,585,000	1,000,576	4,737,810	152,810	22%	440,148	3,743,815
Parking Revenue	1,430,000	194,932	1,393,718	(36,282)	14%	94,282	1,638,203
All Other (AV, Utility Svcs. Etc.)	5,627,362	1,037,365	5,254,167	(373,195)	18%	461,568	4,854,731
Local Government Shared Revenues							
Lodging Excise Tax	13,926,355	1,758,779	13,926,355	-	13%	1,018,918	11,518,390
Visitor Facilities Trust Account	1,595,750	-	1,595,750	-	0%	-	1,227,500
Contributions from Private Sources	-	-	-	-		-	24,530
Grants	-	-	200,000	200,000		1,000	100,758
Interest Earnings	160,000	38,459	170,822	10,822	24%	20,660	109,445
Miscellaneous Revenue	18,500	8,279	12,220	(6,280)	45%	69,641	116,729
Transfers-R	-	-	-	-		-	2,128,592
REVENUE TOTAL	37,186,987	6,561,188	37,179,085	(7,902)	18%	2,456,486	32,971,383

EXPENDITURES							
Administration	2,476,083	330,950	1,936,058	(540,025)	13%	262,789	912,496
Sales & Marketing	5,901,201	1,509,970	5,956,431	55,230	26%	766,005	2,968,873
Facility Operations							
Facility Management	5,383,254	640,394	4,498,523	(884,731)	12%	721,454	3,718,117
Utility Services	1,111,979	332,748	1,332,745	220,766	30%	33,444	304,777
Audio Visual	1,391,775	180,583	1,134,132	(257,643)	13%	79,226	849,573
Setup	3,953,870	587,963	3,736,277	(217,593)	15%	311,447	2,004,033
Telecommunications	575,970	116,613	572,822	(3,148)	20%	82,936	446,852
Public Safety	1,359,568	309,214	1,591,893	232,325	23%	243,972	1,154,405
Admissions & Event Services	1,369,435	231,744	1,214,271	(155,164)	17%	154,914	961,266
Ticketing & Guest Experience	216,826	64,007	432,750	215,924	30%	35,039	185,706
Food & Beverage	8,428,556	1,250,421	8,386,657	(41,899)	15%	183,271	5,588,916
Parking	665,393	43,579	577,760	(87,633)	7%	7,271	207,853
Non-Dept. (Ctrl Svcs. & VFTA Exp.)	6,036,074	1,348,956	6,036,074	-	22%	1,334,883	5,832,065
EXPENDITURE TOTAL	38,869,984	6,947,141	37,406,393	(1,524,351)	18%	4,216,650	25,134,931

Current Fiscal Year 2022-23						Prior Fiscal Year	
CAPITAL PROJECTS	Adopted Budget	Actual thru Sept. 2022 (25% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Sept. 2022	Actual thru Sept. 2021	Year-End Actual
REVENUES							
Local Government Shared Revenues	-	-	804,615	804,615		-	-
REVENUE TOTAL	-	-	804,615	804,615		-	-
EXPENDITURES							
Capital Projects							
Food & Beverage: Planning & Des	300,000	-	-	(300,000)		-	-
Performance Stage Stair Units	125,000	-	125,000	-		-	-
Integrated Door Access Controls	40,000	-	60,000	20,000		-	-
Tower/Crown Glazing	1,650,000	(1,356)	1,000,000	(650,000)		-	12,960
ADA Assessment and Improve	140,000	-	140,000	-		-	-
OCC Waterproof:LoadDock&PPL	-	270,629	600,000	600,000		-	3,060
HVAC Repair	-	-	-	-		-	73,710
All Other	-	8,564	151,386	151,386		-	7,068
EXPENDITURE TOTAL	2,255,000	277,837	2,076,386	(178,614)	12%	-	96,798

FY2022-23 Beginning Fund Balance	20,280,837
Projected Change in Fund Balance	(1,499,078)
Projected Ending Fund Balance	18,781,759

PORTLAND'S PERFORMING ARTS VENUES

Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Sept. 2022 (25% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Sept. 2022	Actual thru Sept. 2021	Year-End Actual
REVENUES							
Charges for Services							
Ticket Services	5,154,317	895,711	5,431,833	277,516	17%	190,316	5,227,233
Production Services	3,215,343	310,793	2,865,486	(349,857)	10%	40,731	2,172,842
Booking & Sales	1,772,340	285,299	1,857,558	85,218	16%	103,173	1,735,493
Promoted Shows (P5 Presents)	1,315,000	77,216	1,315,000	-	6%	-	336,160
Admissions	1,370,887	121,381	1,213,928	(156,959)	9%	17,291	1,057,922
All Other	2,523,098	351,980	2,598,375	75,277	14%	67,723	2,446,664
Local Government Shared Revenues							
Lodging Excise Tax	1,462,769	191,101	1,513,181	50,412	13%	111,722	1,420,789
Visitor Facilities Trust Account	494,000	-	494,000	-	0%	-	380,000
Contributions from Governments	1,053,584	-	1,053,584	-	0%	-	998,941
Contributions from Private Sources	190,955	-	190,955	-	0%	-	-
Grants	-	-	-	-	-	-	10,000,000
Interest Earnings	176,000	42,450	199,561	23,561	24%	23,285	165,949
Miscellaneous Revenue	73,895	(2,072)	53,508	(20,387)	-3%	4,117	96,492
Transfers-R	-	-	-	-	-	72,498	136,794
REVENUE TOTAL	18,802,188	2,273,861	18,786,968	(15,220)	12%	630,855	26,175,280

EXPENDITURES							
Administration	988,816	326,293	1,169,736	180,920	33%	298,805	1,080,817
Sales, Marketing, & Outreach	2,680,659	231,431	2,588,392	(92,267)	9%	138,782	1,055,908
Facilities & Production Svcs	8,596,189	1,112,863	7,869,661	(726,528)	13%	1,293,557	7,231,763
Special Services	1,135,105	127,537	1,034,315	(100,790)	11%	58,383	650,120
Event Coord. & Admissions	1,745,592	210,690	1,726,223	(19,369)	12%	139,496	1,477,478
Ticket Services	2,216,026	419,248	2,166,565	(49,461)	19%	251,542	2,154,452
Food & Beverage	58,756	7,205	45,409	(13,347)	12%	25,202	37,009
Non-Dept. (Ctrl Svcs. & VFTA Exp.)	2,487,855	621,966	2,487,855	-	25%	632,490	2,529,964
EXPENDITURE TOTAL	19,908,998	3,057,234	19,088,156	(820,842)	15%	2,838,257	16,217,510

Current Fiscal Year 2022-23						Prior Fiscal Year	
CAPITAL PROJECTS	Adopted Budget	Actual thru Sept. 2022 (25% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Sept. 2022	Actual thru Sept. 2021	Year-End Actual
REVENUES							
Contributions from Governments	-	700,000	700,000	700,000		-	150,000
Miscellaneous Revenue	-	-	-	-		310	726
REVENUE TOTAL	-	700,000	700,000	700,000		310	150,726

EXPENDITURES							
Capital Projects							
P5 Venues Fall Protection	100,000	-	50,000	(50,000)	0%	-	-
Keller Grid Engineering and Remed	250,000	-	50,000	(200,000)	0%	-	-
AHH FoH Elevators	200,000	-	400,000	200,000	0%	-	-
P5 F&B Levy Cap Investment	100,000	-	-	(100,000)	0%	-	-
ASCH sewer line replacement	950,000	409,922	1,700,000	750,000	43%	-	157,845
ASCH Bdwy&Park Marquees	220,000	-	-	(220,000)	0%	-	-
ASCH Roof and Drains	50,000	-	50,000	-	0%	-	-
P5-ASCH-Acoustical Imp	100,000	32,083	50,000	(50,000)	32%	150,941	400,653
Headset Upgrade	100,000	-	130,000	30,000	0%	-	-
P5 - KA Asbestos Remediation	50,000	-	50,000	-	0%	-	-
KellerCoolingTwrWrkPlatform	40,000	-	40,000	-	0%	-	-
AHH cooling tower work platform	40,000	-	40,000	-	0%	-	-
All Other	68,965	19,197	68,965	-	28%	159,318	510,578
EXPENDITURE TOTAL	2,268,965	461,202	2,628,965	360,000	20%	310,259	1,069,075

FY2022-23 Beginning Fund Balance	14,672,561
Projected Change in Fund Balance	(2,230,154)
Projected Ending Fund Balance	12,442,407

EXPOSITION CENTER

Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru Sept. 2022 (25% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Aug. 2022	Actual thru Aug. 2021	Year-End Actual
REVENUES							
Charges for Services							
Food & Beverage	355,385	92,216	491,659	136,274	26%	5,559	483,017
Facility Rentals	1,888,352	414,716	2,119,614	231,262	22%	208,848	1,563,385
Parking Revenue	1,986,268	437,071	2,126,097	139,829	22%	122,834	1,237,590
All Other	1,072,105	233,025	1,093,243	21,138	22%	254,948	1,297,156
Local Government Shared Revenues							
Visitor Facilities Trust Account	373,750	-	373,750	-	0%	-	287,500
Interest Earnings	6,000	6,813	21,725	15,725	114%	3,704	14,666
Miscellaneous Revenue	42,500	3,809	48,418	5,918	9%	(608)	83,021
Transfers-R	480,000	480,000	480,000	-	100%	332,498	671,432
REVENUE TOTAL	6,204,360	1,667,651	6,754,505	550,145	27%	927,784	5,637,767
EXPENDITURES							
Administration	516,547	110,073	524,816	8,269	21%	87,475	472,207
Sales & Marketing	323,413	54,695	271,746	(51,667)	17%	51,143	159,420
Facility Operations	2,084,772	250,745	1,763,513	(321,259)	12%	215,571	1,436,106
Special Services	387,229	72,535	397,581	10,352	19%	81,077	560,995
Event Coord. & Admissions	514,437	91,969	482,380	(32,057)	18%	39,817	322,066
Ticket Services	170,621	24,330	155,117	(15,504)	14%	13,893	110,758
Food & Beverage	35,000	804	19,889	(15,111)	2%	55,816	67,764
Parking	314,534	91,917	393,531	78,997	29%	15,716	209,327
Non-Dept. (Central Svcs. & Debt)	1,866,679	210,204	1,866,679	-	11%	202,539	1,831,562
EXPENDITURE TOTAL	6,213,232	907,272	5,875,252	(337,980)	15%	763,047	5,170,204
Current Fiscal Year 2022-23						Prior Fiscal Year	
CAPITAL PROJECTS	Adopted Budget	Actual thru Sept. 2022 (25% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru Aug. 2022	Actual thru Aug. 2021	Year-End Actual
REVENUES							
Local Government Shared Revenues	-	-	141,991	141,991		-	-
Contributions from Private Sources	40,000	-	40,000	-	0%	-	-
Transfers-R	200,000	200,000	73,289	(126,711)	100%	-	-
REVENUE TOTAL	240,000	200,000	255,280	15,280	83%	-	-
EXPENDITURES							
Capital Projects							
Metro Outfalls Decommissioning	100,000	-	50,000	(50,000)		-	-
Expo Transformer	100,000	23,279	23,289	(76,711)		-	-
EXPO F&B Levy Cap Investment	250,000	-	-	(250,000)		-	-
Expo Hall C Struc. Repairs	-	-	-	-		-	4,020
Exhibit Hall Lighting	-	-	-	-		-	196,437
EXPENDITURE TOTAL	450,000	23,279	73,289	(376,711)	5%	-	200,457

FY2022-23 Beginning Fund Balance	2,145,978
Projected Change in Fund Balance	1,061,244
Projected Ending Fund Balance	3,207,222

MERC Commission Meeting

November 2, 2022
12:30 pm

Consent Agenda

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions
September 7, 2022
Virtual Zoom Meeting

Present:	Karis Stoudamire-Phillips, John Erickson, Deidra Krys-Rusoff, Damien Hall, Dañel Malán, David Martinez, Deanna Palm
Absent:	N/A
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Stoudamire-Phillips at 12:32.
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"> Rose Etta Vennetuci, Bea Marsten, Chad Simmons, Kyle Huth, Lisa Yimm, Tim Rooney, Jamie Partridge, Mark Ruibal, and Chris Hubbard provided comment on IATSE / OCC Audio Visual contract negotiations.
3.0	Commission and Council Communications <ul style="list-style-type: none"> Councilor Lewis shared that on Aug 6 Council referred a renewal of our Parks levy for the November ballot. They are also working on the Regional Transportation Plan and have held two workshops so far. There will be a new chapter in the RTG around polling policies. There is significant progress towards supportive housing service goals and most of our work over the next year is ensuring that each of the 3 counties fully expend their resources.
4.0	GM Communications Steve Faulstick provided the following updates: <ul style="list-style-type: none"> Introduced Carolyne Holcomb, Head of Marketing and Communications for the Visitor Venues. Reintroduced Heather Wilton, Director of Programming, Booking, and Marketing for P5, sitting in for Robyn Williams today. The MERC/ Council joint meeting will be on September 22. Introduced names of upcoming projects to be discussed at the joint meeting – Venues Visioning, Cultural Planning, and the Keller Project- and how they relate to each other.
5.0	Financial Report Will Norris presented a financial update: <ul style="list-style-type: none"> Commissioner Krys-Rusoff asked about the IGA with the City and budgeting for the additional 100k needed for the P5 sewer project. She acknowledged the 850K already received from the City. Norris responded that the total is accounted for in the FY23 budget. Karl Lisle added that they have worked with Prosper Portland to redirect 450k of unspent money from the marquee project into the City's contribution which brings the total to roughly 1.2 million. Commissioner Krys-Rusoff requested a deeper look over last year's finances to help guide next year's budgeting work.
6.0	Venue Business Reports Matthew P. Rotchford, Craig Stroud and Robyn Williams reported on business at the venues during the past month. <ul style="list-style-type: none"> Chair Stoudamire-Phillips requested that Ruby White, new Director of Community Events, Education and Culture for P5 be invited to the next MERC meeting for introductions. Commissioner Martinez shared his appreciation for the new mural at OCC memorializing the access point to vaccinations OCC provided during the COVID-19 pandemic. Commissioner Martinez encouraged connection to venues staff around safety and security.
7.0	Consent Agenda

	<ul style="list-style-type: none"> Record of MERC Actions, August 3, 2022 <p>A motion was made by Commissioner Hall and seconded by Commissioner Malan to approve the Consent Agenda.</p> <p>VOTING: AYE: 7 (Stoudamire-Phillips, Erickson, Kryz-Rusoff, Hall, Malan, Martinez, and Palm) NAY: 0</p> <p>MOTION PASSED</p>
8.0	<p>Action Agenda</p> <ul style="list-style-type: none"> Resolution 22-07: For the purpose of approving the Oregon Convention Center rental rates for fiscal years 2026-2027, 2027-2028 and 2028-2029. Cindy Wallace and Monica Pea Commissioner Kryz-Rusoff asked if this increase is standard practice in convention business or are we behind the curve in pricing for years 2023-2026. Wallace responded that we are likely a bit more aggressive in our future rates by 2-3 years but noted they are in alignment with others in rate structure and discounting. Stroud added there is risk in rates being too low in 2027-28 to cover costs. There are options to adjust non-licensed clients in the future if needed. <p>A motion was made by Commissioner Erickson and seconded by Commissioner Kryz-Rusoff to approve Resolution 22-07.</p> <p>VOTING: AYE: 7 (Stoudamire-Phillips, Erickson, Kryz-Rusoff, Hall, Malan, Martinez, and Palm) NAY: 0</p> <p>MOTION PASSED</p>
9.0	<p>Travel Portland Quarterly Report James Jesse</p> <ul style="list-style-type: none"> Commissioner Martinez noted the media attention around challenges for the downtown hotels and asked how Travel Portland is managing it. Jesse responded that they address concerns around the topic daily and continue to work diligently to try and keep meeting business in Portland. He noted 78% of meeting planners note public safety is the number one driver in where they place their meetings over the next few years. Availability of entertainment options within walking distance is also a large driver. Commissioner Martinez asked who our competitor sites are. Jesse answered Seattle, Louisville, and Minneapolis, among others. It was noted that early on, business went to Florida and Texas as they opened earlier than the rest of the country. Commissioner Malan asked if a move to online / hybrid conferences affected sales or is it primarily livability and media issues. Jesse noted it is a component of why we haven't returned fully. Meeting planners are very focused on a return to in-person meetings.
10.0	<p>Expo Development Opportunity Study update Paul Slyman, Giyen Kim, Jaime Mathis</p> <ul style="list-style-type: none"> Commissioner Martinez asked if there were multi-lingual opportunities in the survey. Mathis responded yes, the website is available in a multitude of languages and can be selected for the page and survey.
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 2.34 p.m.</p>

Minutes submitted by Amy Nelson.

MERC Commission Meeting

November 2, 2022
12:30 pm

Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. #22-08

For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local B-20.

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

WHEREAS, the parties have reached an agreement for a three (3) year collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on October 11, 2022; and

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

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

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

Adopted by the Commission on November 2, 2022.

Chair

Secretary/Treasurer

Approved as to Form:
Carrie MacLaren, Metro Attorney

By: _____
Nathan Sykes, Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local B20.

Resolution No.: 22-08 **Presented by:** Elizabeth Arnott, Labor and Employee Relations Program Supervisor

Date: November 2, 2022

Background and Analysis:

The MERC – IATSE B20 collective bargaining agreement represents a contract of the terms and conditions of employment for approximately one hundred and twenty-two (122) part-time ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants. These employees support the MERC venues by performing front of the house work for events at Portland's, OCC and Expo. The current collective bargaining agreement between MERC and IASTE B-20 expired on June 30, 2022.

Management entered into a discussion with the Union on May 5, 2022 to renew the contract. Negotiations continued in an efficient and productive manner and bargaining concluded on September 27, 2022. IATSE B20 membership ratified this agreement on October 11, 2022.

This staff report and resolution are respectfully submitted to ratify the contract between IATSE B20 and MERC/Metro for the period October 3, 2022 through June 30, 2025. This three-year agreement contains the following key economic elements:

Wages

Annual Adjustments for all job classifications:

Effective October 3, 2022, wages will be increased by 5%.

Effective July 1, 2023, wages will be increased by \$1.50 plus 3.5%.

Effective July 1, 2024, wages will be increased by \$1.25 plus 3.5%.

Wage reopener for FY 2023 and FY 2024 if the CPI is over 6.5% for May of the affected year.

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 2022-2023 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. 22-08 which states the MERC Commission approves ratification of the contract.

COLLECTIVE BARGAINING AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES
AND CANADA

LOCAL B-20

Effective ~~July 1, 2019 – June 30, 2022~~
October 3, 2022 – June 30, 2025

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AGREEMENT
Between
Metropolitan Exposition-Recreation Commission
And
IATSE Local B-20

PREAMBLE

THIS AGREEMENT, made by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, an appointed Commission of Metro, hereinafter referred to as the "Employer." ~~managers and operators of the Oregon Convention Center and the Portland'5 Centers for the Arts buildings, Portland, Oregon, METRO, hereafter the "Employer,"~~ and THEATRICAL EMPLOYEES UNION LOCAL B-20, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, hereafter the "Union."

ARTICLE 1: RECOGNITION AND SCOPE OF BARGAINING UNIT

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative ~~of and this agreement shall apply with respect to~~ employees ~~in the following collective bargaining unit~~ at the Oregon Convention Center, the Portland Expo Center, and the Portland'5 Centers for the Arts buildings as provided below.
- (a) The Bargaining Unit shall consist of all ~~All~~ employees classified as ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants excluding office and clerical employees, building maintenance employees, guards, supervisors and other professional trade employees.
- (b) Bargaining Unit work is classified as variable hour employees of the Employer.

- (c) For Antoinette Hatfield Hall, the Bargaining Unit consists of employees who work ~~covers~~ the Stage Door, Checkroom, and Box Office. ~~and Newmark Theatre seating areas and box office. This Agreement shall specifically exclude all other working areas and public lobbies of the Antoinette Hatfield Hall, including but not limited to the Winningstad Theatre, Brunish Theatre, and the public areas, elevators, and Main Street.~~
- (d) For the Newmark Theater, the Bargaining Unit consists of:
- i. For Resident Companies at the Newmark Theater ushers only and ushers have ticket-taking duties. Usher work at the Newmark Theatre is limited to seating area doors and lobby not performed by other Portland's Centers for the Arts employees or by volunteers or technical staff of performing arts organizations.
 - ii. For Commercial Companies at the Newmark Theater personnel will include gate attendants performing ticket taking duties outside the seating area and ushers performing all ushering duties inside the Newmark Theatre seating area.
- (e) This Agreement shall exclude all other working areas and public lobbies of the Antoinette Hatfield Hall, including but not limited to the Winningstad Theatre, Brunish Theatre, and the public areas, elevators, and Main Street. When Portland's Centers for the Arts employees or volunteers are not available, the Employer will offer this work to Bargaining Unit employees prior to contracting out.
- (f) For the Portland Expo Center the Bargaining Unit only includes Expo employees classified as ticket and show sellers, gate attendants, and Admissions Leads. The agreement shall specifically exclude all other employee classifications, working areas and public areas of the Portland Expo Center.
- (g) For the Oregon Convention Center the Bargaining Unit only includes employees classified as ticket and show sellers, gate attendants, and Admissions Leads. The agreement shall specifically exclude all other employee classifications, working areas and public areas of the

Oregon Convention Center.

- (h) This Agreement specifically excludes dock positions.
- 1.2 Upon written request, within ~~ten (10)~~ thirty (30) calendar days ~~following each calendar quarter~~, the Employer will furnish to the Union an alphabetical list with addresses, email addresses, phone numbers, and hire date of current employees under the conditions set forth in Section 1.1 above.
- 1.3 It is jointly recognized that the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, and nothing in this Agreement shall be construed to interfere with any obligation the Union may owe to such International Alliance by reason of a prior obligation, provided that nothing contained in any such obligation shall be in conflict with any applicable provision of state or federal law.
- 1.4 Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly, or individually induce, engage or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International or Local officers and representatives to end any unauthorized interruption of work. The parties agree that they will submit to arbitration all grievances and disputes (pursuant to Article 17) that may arise between them and any misunderstandings regarding the meaning or intent of all or part of this Agreement, provided, however, that the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of a violation of this Article by the Union or any of the employees covered by this Agreement.

ARTICLE 2. UNION MEMBERSHIP AND CHECKOFF

- 2.1 For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the Employer and signed by an official of the Union.
- 2.2 For members of the Union, the Employer agrees to deduct from [the first](#) two (2) paychecks per month dues and other Union fees: as specified by the Union for each employee who authorized it on authorization forms submitted by the Union.
- 2.3 The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such events, the financial secretary of the Union shall notify the Employer, in writing, of any changes in its regular dues and initiation fees.
- 2.4 It is expressly understood and agreed that upon receipt of proof, the Union will refund to the Employer or to the employee involved any amounts erroneously withheld from the employee's compensation by the Employer and paid to the Union. The Union agrees that if an employee does not work enough hours within a pay period to cover the cost of Union dues and other Union deductions, the Employer shall not collect dues for that pay period.
- 2.5 Upon request by the Union, the Employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement. [The Employer shall provide the Collective Bargaining Agreement in effect to all new hires.](#)
- 2.6 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits ~~its~~ or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provision of this section.

ARTICLE 3: LABOR-MANAGEMENT CONSULTATION

- 3.1 The parties recognize that the delivery of professional services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. Maximum productivity, recruitment of new employees to meet target pool levels, and innovation are recognized to be a mutual obligation within their respective roles and responsibilities. The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. Such committee shall be composed of equal numbers of Union and management representatives and shall meet at mutually convenient times to discuss means of increasing the effectiveness of admissions work, operational procedures, identifying cost-effective staffing measures and dealing with operational innovations.
- 3.2 Space shall be provided by the Employer for the temporary storage of personal valuables (purses, etc.) while employed on the premises. The Employer cannot guarantee the absolute safety of such items under temporary storage but will provide reasonable security measures and will offer the service as a convenience for the employees.
- 3.3 The Union will provide one (1) member to attend scheduled ~~MERC~~ Employer venue Safety Committee meetings. A two (2) hour minimum shall be paid for attendance at these meetings.

ARTICLE 4: WORK JURISDICTION AND RESPONSIBILITIES

- 4.1 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the ~~Union~~ parties as being understood to mean the following:
- ~~(a) — There shall be one (1) work unit that covers the working jurisdiction and responsibilities of the Union and the admissions workers defined in Section 1.1(a). This work unit shall be known as the Admissions Unit.~~
- ~~(b) — The Newmark Theatre Admissions Unit personnel is ushers only and includes ticket taking duties. The jurisdictional working rights and the responsibilities of the Union as described above refer to part time work at~~

~~the Newmark Theatre seating area doors and lobby not performed by other Portland 5 Centers for the Arts employees or by volunteers or technical staff of performing arts organizations.~~

~~(c) — All Union admission workers shall be classified as part-time, variable-hour employees of the Employer.~~

- (a) The Employer shall determine the specific job assignments of all individuals. The Employer and the Union further recognize and agree that all employees in the ~~Admissions~~ Bargaining Unit may be assigned to work in all areas if qualified, may be required to rotate positions, and may be assigned to perform work as required or as needed without regard to job classification distinction.
- (b) The Employer, at its sole discretion, may offer employees represented by the Union under the Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction and responsibilities of the Union covered under this Agreement, and employees represented by the Union will not unreasonably decline such work and responsibilities. Neither the offer by the Employer to employees represented by Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented by Union shall constitute a precedent and/or a past practice under this Agreement.

~~(c) — At the Oregon Convention Center, show managers may use their own employees for the admissions break person for any public shows with a daily attendance of 2500 or less.~~

- (d) Clients may use their own ticketing services and personnel in accordance with current practices.

4.2 Notwithstanding any other provision to the contrary, the Employer shall require that a minimum of two (2) admission workers be employed per level whenever the Newmark Theatre seating is being utilized for ticketed events.

ARTICLE 5: NON-DISCRIMINATION

Any complaint alleging unlawful discrimination/harassment based on race, color, [creed](#), religion, sex, national origin, age, marital status, familial status, gender identity [or expression](#), sexual orientation, veteran status, disability, or any other status protected by law, which is brought to the Union for processing, will be submitted directly to the Human Resources Director or designee.

ARTICLE 6: ~~EMPLOYER-UNION RELATIONS AND WORK RULES~~ MANAGEMENT RIGHTS

6.1 The Employer shall have and retain the sole responsibility for the management and operation of all ~~MERC~~ [Employer's](#) 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:

- (1) Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments.
- (2) Planning, directing, controlling and determining the operations or services of ~~Metro and/or MERC~~ [the Employer](#).
- (3) Determining the methods, means, and number of personnel needed to carry out any department's or facility's mission subject to provisions found elsewhere in the contract.

~~(4) Directing the work force and issuing or changing work orders and rules.~~

- (4) Hiring and assigning or transferring employees within or between departments or facilities.
- (5) Promoting, suspending, disciplining or discharging, consistent with this Agreement.
- (6) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons.
- (7) [Directing the workforce and issuing, making](#) ~~Making~~, changing,

publishing and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining provided they ~~that~~ are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer. The Employer agrees to send a copy of any new or revised work rules not less than fifteen (15) calendar days before the effective date of such rule or revision. These changes will be posted, after fifteen (15) calendar days, on a bulletin board at each venue.

- (8) Introducing new or improved methods, equipment or facilities.
- (9) Completing performance evaluations of employees as required, with prior notification to employees as to the forms that will be used. After the completion of the evaluation, employees may meet with the supervisor to discuss the evaluation and have an opportunity to respond to the evaluation.

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

~~6.2 — All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer. The Employer agrees to send a copy of any new or revised work rules not less than fifteen (15) calendar days before the effective date of such rule or revision. These changes will be posted, after the fifteen (15) calendar days, on a bulletin board at each venue.~~

ARTICLE 7: WAGES

- 7.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis as long as they are equal to the minimum rates set forth herein.

7.2 Job descriptions in all classifications include such other duties as the Employer may assign within the classification and related functions within the bargaining unit covered by this Agreement. It is mutually understood and agreed that employees may be assigned to duties and functions covered by this Agreement, other than those normally performed in connection with their regularly assigned classification, whether during the period covered by the minimums prescribed herein or thereafter. In the event the Employer temporarily assigns an employee to a job classification other than the employee's regular classification, that employee shall receive the rate applicable to such classification, so long as such classification requires a higher rate of pay than the employee's regular classification, and the employee works a minimum of two (2) hours in the higher-rated classification. In the event the employee works less than two (2) hours in the higher-rated classification, the employee shall be compensated at his or her regular rate of pay applicable to his or her regular classification. In the event the Employer temporarily assigns an employee to a classification which calls for a lower rate of compensation than the employee's regular classification, the employee shall be compensated at the rate of pay for his or her regular classification.

7.3 **Schedule of Wages:** ~~Effective the date of ratification by the Union but no earlier than 7/1/2019, wages will be increased either to \$15 per hour or by 3.5%, whichever is greater; by 2.50% on July 1, 2020; and by 2.50% on July 1, 2021; as outlined in the attached pay schedule.~~

- Effective upon the pay period which includes ratification, but no earlier than the pay period that includes July 1, 2022, employees will receive a wage increase of 5.00%.
- No earlier than the pay period that includes July 1, 2023, employees will receive a wage adjustment of \$1.50 per hour and a wage increase of 3.50%.
- No earlier than the pay period that includes July 1, 2024, employees will receive a wage adjustment of \$1.25 per hour and a wage increase of 3.50%.

7.3.1 Wage Reopener

- Should the CPI-U, West Region, as reported for May 2023, 12-month percentage change, be higher than 6.5%, the parties agree to reopen only Article 7 Wages to negotiate a wage adjustment for fiscal year 2023-2024 of no

less than 3.5% and no more than 8%.

- Should the CPI-U, West Region, as reported for May 2024, 12-month percentage change, be higher than 6.5%, the parties agree to reopen only Article 7 Wages to negotiate a wage adjustment for fiscal year 2024-2025 of no less than 3.5% and no more than 8%.

7.4 **Stage Door Attendant Shift Differential:** Stage Door Attendants shall receive \$1.00 per hour of shift differential pay for all hours worked between 12:00 am and 6:00 am. Shift differential shall be paid in addition to applicable hourly rates but not included in the holiday rate calculation.

7.5 The time of all employees covered by this Agreement shall start at the time they are required to report for work, in uniform in the case of ticket sellers, ticket takers, gate attendants, checkroom attendants, elevator operators and ushers, and shall stop at the completion of their scheduled shift or their work should such work extend beyond the scheduled end of the event.

7.6 (a) **Overpayment:** An employee who receives an overpayment of wages shall report such overpayment to the Portland's ~~Event Services Manager, Assistant Executive Director, or~~ Admissions Staffing Manager or the Patron Services Manager immediate supervisor immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's next paycheck(s).

The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the employer will use the payroll system to process the corresponding adjustments if, in the employer's determination, it is lawful and cost-effective to do so.

(b) **Underpayment:** If an employee believes that ~~his/her~~ their paycheck amount contains an error, and this is confirmed by the Payroll Department, the employee will be issued a corrected check within ~~twenty-four (24) hours~~ one (1) full payroll period from the time the Payroll Department is notified of such error.

This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming

eligibility for such things as lead work, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

- 7.7 **Overtime:** All covered employees shall be compensated at the straight time rate for all authorized work performed in excess of eight (8) hours in a day. All covered employees shall be compensated at the rate of time and one half for all authorized work performed in excess of forty (40) hours in any work week.

ARTICLE 8: SCHEDULING

The following Sections 8.1 through 8.7 apply to all ~~staff-~~Bargaining Unit members:

- 8.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Union shall be notified of any changes regarding the scheduling process. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling. ~~in crowd control. Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discipline up to and including termination. An employee, within a fiscal year, who is "no call, no show" on one occasion will be disciplined up to and including a verbal warning; on two occasions will be disciplined up to and including suspension and on three occasions will be disciplined up to and including termination.~~
- 8.2 ~~MERC~~ Employer acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.
- 8.2.1 Those employees with regularly scheduled jobs shall inform the appropriate department supervisor, in writing, of their work schedules (days of week and shift hours). College students shall provide the appropriate department supervisor, in writing, with their class schedule (semester or quarter as applicable).

- 8.2.2 Employees will be expected to make themselves available for scheduling on those days/hours which do not conflict with their regularly scheduled jobs/classes.
- 8.2.3 The term “availability” means that staff must be available for a minimum of four (4) hours during any one ~~listed call time event~~ on days when events are scheduled unless ~~those call times~~ the event conflicts with primary employment or school schedule.
- 8.2.4 The term “unavailable” means that staff cannot work a minimum of four hours during any one event on days when events are scheduled.
- 8.2.5 ~~MERC~~ Employer requires employees who hold other non-regularly scheduled jobs to make themselves available to be scheduled for work at ~~MERC~~ Portland’5, OCC and Expo before working for another non-regularly scheduled employer.
- 8.3 Once having ~~indicated availability and having~~ been scheduled, an employee’s schedule may be changed only with Employer consent for good cause. Any unauthorized change to an employee’s schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.
- 8.4 All employees shall be required to attend “All Staff” meetings unless they have made prior arrangements to be excused. Employees shall be notified of the date, time and place for All Staff meetings. When feasible All Staff meetings shall be posted on the tentative calendar, but not less than two (2) weeks’ notice shall be given. The Employer shall compensate employees at least two hours, or actual meeting time, whichever is greater. If an employee is unable to attend an All Staff meeting and fails to call, it will be considered a “no call no show.”
- 8.5 If an employee’s shift is canceled, Employer must notify employee by e-mail, telephone, text message, or other form of electronic communication no later than eight (8) hours prior to the start of their scheduled shift. If Employer is notified by client with less than eight (8) hours prior to the start of scheduled shift, Employer will notify employee as soon as notified by the client. The Employer will compensate any employee cancelled less than three (3) hours before their scheduled shift on the basis of a two (2) hour minimum call. The only exceptions shall involve events cancelled due to weather, acts of God, such as fires, floods,

earthquakes and storms, cancellations due to power outage, civil disorder or terrorist activities. It is the employee's responsibility to provide Employer with accurate contact information.

- 8.6 ~~If an event is canceled due to weather or other conditions beyond the Employer's control, employee~~ Employees who report for work when their shift has been cancelled and were not notified of their shift cancellation will be compensated on the basis of a two (2) hour minimum call, ~~provided however, that if employees report for work and work one (1) hour or more before cancellation, a minimum call will be applicable, any provision in the Agreement to the contrary notwithstanding.~~
- 8.7 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).
- 8.8 In the event of a small crowd, if the Employer asks for employees to volunteers to leave early from work, the Employer will still compensate ~~any~~ the employee the minimum call if the employee has worked at least one hour as stated in Article ~~10~~ 9. If ~~they~~ the employee volunteers to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not retaliate against any employee who does not want to leave early voluntarily.
- ~~8.9 In the event of the cancellation of a shift at the OCC, Portland's Event Services Department must notify by e-mail or telephone a cancellation of an employee no later than 6:00 p.m. the calendar day before the event for any such cancellation. The Employer will compensate any employee cancelled less than 6:00 p.m. the day before the event on the basis of a two (2) hour minimum call. The only exceptions to the requirement of 8.7 shall involve events being cancelled due to weather, acts of God, such as fires, floods, earthquakes and storms, cancellations due to power outage, civil disorder or terrorist activities. Sections 8.5 and 8.6 of the Collective Bargaining Agreement do not apply.~~

The following Sections 8.8 ~~9~~ through 8.11 apply to Admission Leads, Gate Attendants, Ushers, Elevator Operators and Check Room Attendants at Portland's Only and Admissions Leads and Gate Attendants at the Oregon Convention Center and Expo Only:

8.9 The Scheduling Process:

- 8.9.1 From the 1st through the 10th of each month, employees will use a format and system provided by the Employer to indicate their availability or unavailability for the month following. Employees shall indicate their availability or unavailability for each calendar day, consistent with Article 8.2.3 and 8.2.4. ~~entering the earliest starting time and the latest ending time they are available, or indicate "All Day."~~ They will also indicate if they wish to work more than one shift. ~~For each calendar day the employee is not available to work, they will indicate "Not Available."~~ Employees shall indicate with a "Pass" the days they are willing and available to work but choose to pass the shift down the seniority list. ~~When scheduling in a non-theatre venue a shift shall generally be no more than 8 hours. If the shift is over 8 hours then the employee will be notified and given the opportunity to decline prior to scheduling.~~
- 8.9.2 If shifts are cancelled at any P'5 facility prior to call time, management will make a good faith effort to cancel scheduled shifts for employees that have requested a "pass", in descending seniority order. This provision is not subject to the grievance procedure.
- 8.9.3 ~~Consistent with the requirements of each event, Portland's Event Services personnel~~ Employer shall begin staffing each day's events ~~by~~ beginning at the top of the seniority list and rotate through the list until all shifts are staffed. ~~Employees shall be assigned shifts, in descending order, and in accordance with their experience, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned.~~
- 8.9.4 If it becomes necessary to schedule over an employee's "Pass," the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order.
- 8.9.5 Employer will not schedule an employee on days the employee indicates they are unavailable. ~~Employees who are scheduled over their "Not Available" indication ("forced call") will receive a ten percent (10%) pay premium for those~~

~~shifts. If it becomes necessary to schedule over an employee's "Not Available", the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order.~~

- 8.9.6 ~~If additional personnel are still required, the Employer shall fill the call with other labor sources.~~ Employer will make every reasonable attempt to fill the calls with available bargaining unit employees; however, when there is not a sufficient number of bargaining unit employees available for the call the Employer shall fill the call with other labor sources.
- 8.9.7 Each employee shall be given the opportunity to work ~~one~~ two shifts, ~~but not less than one shift~~ per each half of the month regardless of their seniority unless there are not enough total shifts for the total pool to work. If there are not enough total shifts for the total pool to work after scheduling is completed, the Employer shall start at the top of the seniority list and take one shift away per employee until the total pool has at least one shift. The Employer will notate where they left off and if the next pay period requires the same process, the Employer shall take away one shift per employee where they left off to ensure that employees share in having shifts taken away. The Employer shall make a good faith effort in any instance of canceling or taking away shifts so as to ensure all employees share equally in having shifts removed or canceled.
- ~~October through April, each Lead will be assigned at least one shift in each venue per month if shifts are available.~~
- 8.9.8 Employee schedules shall be available on or before the 25th of each month. Once scheduled, employees are expected to honor their assigned shifts.
- 8.9.9 Those employees who do not meet the minimum availability for three (3) months per fiscal year shall lose their seniority and their names will be dropped to the bottom of the seniority roster.
- 8.9.10 At any time, an employee may elect to relinquish their seniority by notifying their supervisor in writing. The employee will then be dropped to the bottom of the seniority roster. This decision may not be revoked and in the future their seniority will accrue in the same manner as new hires.

8.10 Peak Days

8.10.1 For purposes of this Agreement, “peak day” for Admission Leads, Gate Attendants, Ushers, Elevator Operators, and Checkroom Attendants, shall be defined as a day in which two (2) or more events are scheduled. ~~Peak days for Elevator Operators shall be defined as a day in which two (2) or more events are scheduled.~~ Non-commercial events ~~Events~~ in the Newmark Theater shall not be counted in determining peak days. ~~For Ushers, Gates, Leads, Checkroom Attendants and Elevator Operators “Peak month” shall be defined as a month which has ten (10) or more peak days.~~

8.10.2 In each month, employees shall be available for a shift on all peak days as well as 50% of the regular shifts when events are scheduled, up to a maximum of 20 days per month. These percentages shall not compound. The employees who are on approved leave during any month must make themselves available for work in accordance with the requirements of this paragraph (on a proportional basis) for any days on which they are not on leave.

8.10.3 The Employer shall state the number of Admission Leads, Gate Attendants, Ushers, and Checkroom Attendants at Portland’s ~~ushers, gates, checkroom attendants and leads~~ as of the date of posting for each peak month. ~~If the~~ The target pool of ushers is ~~below~~ seventy-two (72), ~~or below thirty two (32) for~~ twenty-three (23) Gate Attendants, ~~or below seven (7) for~~ six (6) Checkroom Attendants, and three (3) Admission Leads. ~~or below (6) for leads for a peak month thereafter, Ushers, Gates, checkroom attendants and leads shall have one less shift of required non-peak day availability in that month.~~

The Employer shall state the number of Admission Leads and Gate Attendants at OCC as of the date of posting for each month. The target pool of Admissions Leads is three (3) and twelve (12) Gate Attendants.

As current practice, the Portland Exposition Center will continue to be scheduled through Portland’s Centers for the Arts.

The target pool shall exclude employees who are not available more than 50% of the required shifts in the last quarter.

~~8.10—Those employees who do not meet the minimum availability for three (3) months per fiscal year shall lose their seniority and their names will be dropped to the bottom of the seniority roster.~~

~~At any time, an employee may elect to relinquish their seniority by notifying their supervisor in writing. The employee will then be dropped to the bottom of the seniority roster. This decision may not be revoked and in the future their seniority will accrue in the same manner as new hires.~~

8.11 Scheduling of Replacements

When scheduled in accordance with their availability employees shall be allowed to schedule a replacement (another ~~MERC~~ employee trained in the same job classification) for an assigned shift up to 12 times per fiscal year. ~~In order to assure proper crew mix this~~ Both employees must indicate their agreement to this scheduled change in writing to their manager, who must approve this ~~action must be approved by management. Such replacements must be confirmed either verbally or electronically by the Portland'5 Event Services Department after requested by the employee by telephone or email a minimum of twenty-four (24) hours in advance of the shift and must be confirmed by telephone or email a minimum of twenty-four (24) hours in advance~~ of the scheduled shift by the replacement. Should the replacement employee fail to report as authorized, the replacement employee will be subject to discipline. ~~In the event of multiple venue calls, the Employer will make every reasonable attempt to fill the calls with available bargaining unit employees, however, where there is not a sufficient number of bargaining unit employees available for call, the Employer shall fill the call with other labor sources.~~

~~Employee schedules shall be available on or about the 25th of each month. Once scheduled, employees are expected to honor their assigned shifts.~~

The following Section 8.12 applies only to Stage Door Attendants at Portland'5 only:

8.12 ~~MERC~~ Employer may continue to determine how all stage door attendants are scheduled based on employee availability and event need.

The following Section 8.13 applies only to Ticket Sellers and Show Sellers at all venues:

- 8.13 As is the current practice, ticket sellers will provide their availability in advance to the ticket services manager. They will be scheduled based upon event need and employee availability.

Use of Volunteers:

- 8.14 The Employer may allow Oregon Symphony Orchestra, [Oregon Children's Theater, Portland Opera, Oregon Ballet Theater](#), Portland Youth Philharmonic, [and Portland's Presents](#) the use of volunteers in conjunction with ~~B-20~~ [bargaining](#) unit members for student youth performances (field trips) Monday through Friday, prior to 4 p.m.

ARTICLE 9: STRAIGHT SHIFT AND FRACTIONS

A straight shift shall apply to all four (4) hour minimum calls in all work classifications. ~~except that the~~ [The](#) minimum call for the Antoinette Hatfield Hall and for the resident company youth concerts or children's theatre productions shall be three (3) hours. All work in excess of the minimum call shall be paid for at the straight time rate.

- (a) For purposes of computing time, any time worked beyond the minimum call will be computed and paid in fifteen (15) minute increments.
- (b) For purposes of computing total time worked at the Antoinette Hatfield Hall, employee time will be computed from the call time until dismissed by the Employer. No employee will be released from a rehearsal or performance work call prior to completing three (3) hours work, unless the performance or rehearsal has ended.
- (c) Special conditions shall apply to youth concerts or children's theatre productions or at Portland's.
 - i. In the event two performances of a student youth performance or children's theatre production (field trips) are presented "back-to-back," employees shall be [paid a minimum of three \(3\) hours](#).
~~compensated with one 3—hour minimum call pay plus any additional hours or incremental portions thereof.~~

- ii. For single public weekend youth concerts or children's theatre productions, employees shall be paid a minimum of three (3) hours.
~~compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof.~~
- iii. In the event two performances of a public weekend youth performance or children's theatre production are presented "back-to-back," employees shall be paid a minimum of three (3) hours.
~~compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. For all other "back to back" performances with separate audiences, employees shall be fully compensated on the basis of separate minimum calls as described above.~~

~~Business meetings with one "audience" will have a four (4) hour minimum. Back to back business meetings with two (2) "audiences" shall be compensated with a six (6) hour minimum plus any additional hours or incremental portions thereof.~~

~~"Back to back" performances are defined as one call time for two shows.~~

- (d) "Back to back" events in the Arlene Schnitzer Concert Hall and Keller Auditorium are defined as one-call time for two shows in the same theater with separate audiences and will be paid for 2 separate 4-hour minimum calls.
- (e) "Back to back" events in Hatfield Hall are defined as one-call time for two shows in the same theater with separate audiences and will be paid for 2 separate 3-hour minimum calls.
- (f) In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. ~~except as identified in 9(c) above.~~
- (g) No employee covered by this Agreement shall volunteer ~~his or her~~ their services without prior, mutual, written consent of the Employer and the Union. The services volunteered must be significantly different than those normally performed in the course of ~~his/her paid job~~ their bargaining unit work.

ARTICLE 10: PROBATIONARY PERIOD

- 10.1 The probationary period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve the Employer's operations by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.
- 10.2 All new employees shall have a probationary period of forty (40) shifts. This probationary period may be extended for up to an additional forty (40) shifts of work upon mutual agreement between the employee, Union and Employer.
- 10.3 During the probationary period, an employee's employment may be terminated at any time and for any reason in the sole discretion of the Employer, as long as it is not for arbitrary or capricious reasons. Termination of employment during the probationary period shall not be subject to the grievance or arbitration procedures provided in Article 17 of this Agreement. If an employee is terminated during the probationary period, the Union may request within ~~seven~~ (7) fourteen (14) days of the termination to meet with management.

ARTICLE 11: TRAINING

- 11.1 (a) Employees who are required to attend ~~orientation or~~ training ~~classes~~ shall be reimbursed by the Employer at the regular straight-time rate of pay for all hours while in attendance and such ~~classes~~ training included within a work call shall ~~not~~ be subject to minimum call time provisions. Orientation and training ~~classes~~ shall be included within a work call whenever possible. If ~~such classes are required~~ orientation or training is not included within a work call, the two (2) hour minimum shall be paid.
- (b) New hires (trainees) shall be scheduled in addition to required labor request, except in cases of unanticipated call needs. ~~Written instructions shall be provided to the trainer and written information shall be provided to the trainee, to be signed by them at the end of the shift. This documentation will be presented to the House/Event Manager and shall be placed in the employee's official personnel file.~~

(c) Admission Leads will not be performing regular event duties while training other Admission employees.

~~11.2—Notwithstanding any provision of this Agreement to the contrary, employees undergoing required training will not be entitled to a four (4) hour minimum. Employees undergoing required training will be guaranteed a minimum of two (2) hours for each training session and training that includes training on briefing, ingress, intermission and egress. Employees will be paid “straight time” for all time worked after the two hour minimum.~~

ARTICLE 12: SICK & OTHER LEAVES OF ABSENCE

12.1 Sick Leave

Employees may earn and use sick leave accruals under the following criteria:

12.1.1 Rate of accrual: Employees accrue paid sick leave at a rate of .05 hours per hour paid in an unlimited amount. ~~The maximum accrual at any time is 40 hours. However, a maximum of forty (40) hours of earned sick leave per fiscal year is protected under Oregon law.~~ Employer will comply with the Oregon Sick Leave Law. Sick leave shall not accrue during unpaid time.

12.1.2 Eligibility for Use: ~~Employees shall be eligible to use earned sick leave after 60 calendar days of service. Thereafter, sick~~ Sick leave may be used immediately after it is accrued for absences from work scheduled by the Employer.

12.1.3 Notification: For unforeseen absences, employees unable to report to work shall contact their supervisor ~~and report the reason for their absence~~ pursuant to their department notification procedures.

Employees are not required to provide medical information other than the nature of the absence (i.e. sick leave, FMLA, OFLA, etc) ~~and for whom the unplanned absence is for (self, child, spouse, etc.).~~

Employees shall make reasonable efforts to schedule non-emergency appointments in a manner that does not unduly disrupt the Employer's operations. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably 10 days in advance of the intended absence.

12.1.4 Reasons for sick leave use:

- a. For mental or physical illness, injury or health condition, need for medical care, diagnosis, treatment, or preventive medical care of a mental or physical illness, injury or health condition, for employees or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, stepparent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b. When leave is requested in accordance with policy and authorized by Human Resources for purposes under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and ~~Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy~~ [Employer's Crime Victims and Domestic Violence Leave Law](#).
- d. In the event of a public health emergency, which includes but is not limited to the closure of the school or place of care of the employee's child, by order of a public official due to a public health emergency, or due to the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee for health reasons.

12.1.5 Documentation: An employee's supervisor or Human Resources may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:

- a. If the employee takes more than three (3) consecutive scheduled workdays of sick time.
- b. If the employee is suspected of misusing and/or abusing sick time. (See 12.1.11)
- e. Medical verification shall be provided to Human Resources within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that they have been diligent in requesting the verification from their providers. Metro will pay any reasonable costs not paid by a health plan for providing medical verification or certification. Failure to provide requested documentation may result in disciplinary action.

- 12.1.6 Rate of Pay/Increments of Use: Sick leave will be paid at the employee's regular rate of pay for that job and shift for the hours the employee was scheduled to work on that day. When using sick leave, employees will report such time consistent with rules for entering hours worked and vacation leave.
- 12.1.7 Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.
- 12.1.8 Reinstatement: Employees re-employed within 180 days of termination will have their accrued sick leave balance restored. ~~Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.~~
- 12.1.9 Reporting of Sick Leave to PERS: Employer shall participate in the PERS unused sick leave program. Employer shall report the number of unused sick leave hours to PERS as provided in ORS 238.350.
- 12.1.10 Written Notification of Accruals: Employer will provide notification on employees' pay statements of the amount of accrued and utilized sick time.
- 12.1.11 Misuse or abuse of sick leave: Misuse or abuse of sick time, including but not limited to patterns of sick leave usage and excessive absenteeism, may be grounds for discipline, in accordance with Article 16 (Discipline), up to and including termination.
- 12.2 Pre-approved Unpaid Leave: Employees covered by this contract shall be eligible for pre-approved, unpaid leave(s) of absence ("LOA") for up to thirty (30) calendar days per fiscal year, which must be requested with a minimum of five (5) consecutive days except as provided in Section 12.3. The leave of absence must be requested at least by the 10th of the month prior to the leave of absence.
- 12.2.1 After the schedule has been issued, the employee may voluntarily forfeit some of the leave days by letting the scheduler know which days they will be available.
- 12.2.2 If the employee does work some of the five (5) days, those days will not count toward the thirty days of leave of absence available per year. ~~Provisions of Section 8.8 forced call will not apply to the forfeited leave days.~~

12.2.3 Employees may be granted leave of absence without pay from the Employer for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer. Such leave may be extended once by the General Manager of Visitor Venues for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the Executive Director of every venue where the employee is assigned work, and shall contain reasonable justification for approval. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave subject to the provisions of Article 8.10.

~~Among the factors which determine whether any unpaid leave of absence will be allowed are:~~

~~12.1.3 ——— needs of the event including but not limited to Peak Day designation as defined in Section 8.9;~~

~~12.1.4 ——— the reason for the request;~~

~~12.1.5 ——— the length of service;~~

~~12.1.6 ——— the employee's prior performance, disciplinary and attendance records;~~

~~12.1.7 ——— any previous leaves of absence (and the length/purpose of such leaves);~~

~~12.1.8 ——— a sincere (and written) commitment to return to work immediately following expiration of the leave.~~

~~A personal leave which has been granted for less than the maximum allowable period may be extended to the maximum, provided that the extension is requested prior to the expiration of the original leave and is deemed appropriate under the standards outlined above.~~

12.3 **Personal Leave Days:** In each fiscal year an employee may designate an additional four annual leave of absence days on any calendar day as Personal Leave which may be taken in one-to-four-day increments and are not subject to forced call, provided they are scheduled no later than the 10th of the previous month. These days are called "super X" days.

12.4 **Military Leaves:** To the extent applicable, military leave shall be available to

employees under the terms and conditions of federal and/or state law.

- 12.5 **Family and Medical Leaves:** To the extent applicable, the Employer shall grant Family Leave to employees in accordance with the federal Family and Medical Leave Act (“FMLA”) and the Oregon Family Leave Act (“OFLA”) and as designated in Employer’s Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by the law and in MERC’s Personnel Policies.

Any subsequent changes in the FMLA, OFLA, or applicable FMLA/OFLA provisions of MERC’s Personnel Policies will be incorporated into this Agreement.

- 12.6 **Union Business Leave:** The Employer recognizes that from time-to-time employees may need an unpaid leave of absence to conduct Union business. Therefore two (2) employees may be granted up to two (2) weeks absence each in a calendar year. Requests for the leave of absence must follow the regular leave of absence approval process. Union business leave is not to be counted in the [thirty](#) (30) day leave of absence (LOA) as above in 12.1 [2](#).

- 12.7 **Bereavement Leave:** The Employer shall comply with the Oregon Family Leave Act.

An employee absent from a scheduled shift due to the death of an immediate family member as defined by the employee shall be allowed time off from scheduled shift(s), not to exceed three (3) days. If travel is required, up to four (4) additional days (chargeable to sick leave) will be allowed. 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.

Employees may attend a funeral ceremony for a fellow employee and receive time off to attend such funeral ceremony, subject to the needs of the operation.

ARTICLE 13: HOLIDAYS

- 13.1 When employees are engaged for any work on a holiday, the employee shall be

compensated at one and one-half (1½) times the regular straight time hourly rate. Holidays for the purposes of this Agreement are:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (third Monday in January)
3. Presidents' Day (third Monday in February)
4. Easter Sunday
5. Memorial Day (last Monday in May)
6. [Juneteenth \(June 19\)](#)
7. Independence Day (July 4)
8. Labor Day (first Monday in September)
9. Veteran's Day (November 11)
10. Thanksgiving Day (fourth Thursday in November)

ARTICLE 14: RETIREMENT SYSTEM

~~MERC~~ [Employer](#) presently participates in the [Oregon](#) Public Employees Retirement System ("PERS") and agrees to maintain such participation for the term of this Agreement, subject to applicable law. ~~MERC~~ [Employer](#) will provide all new employees with information regarding PERS. ~~Employees~~ [Employer](#) will pay the employee's [PERS](#) contribution [in the amount of six percent \(6%\) of the employee's base salary, for those who qualify for PERS.](#)

ARTICLE 15: HEALTH INSURANCE

10.1 Benefit Eligibility: Effective January 1, 2020, for regular status employees working thirty two (32) hours a week or more, Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee. These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

10.2 Effective January 1, 2020, pro-rated insurance will be available to employees who work twenty (20) hours a week or more during a twelve-month (12) measurement period.

A part-time employee's pro-rated amount, for the purpose of benefits, shall be based on average paid hours per week during a one (1) year measurement

period. This annual calculation shall be from November 1st through the end of October of each year and shall hereinafter be referred to as the calculation period.

- Employees with hours paid of 20 – 26.69 per week (according to the calculation period) shall receive benefits prorated at 50%.
- Employees with hours paid of 26.7 – 31.99 per week (according to the calculation period) shall receive benefits prorated at 75%.
- Employees with hours paid of 32 per week or more (according to the calculation period) shall receive benefits on a 1.0 FTE basis.

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

An employee working a 32-hour weekly average would pay $\$1,000 - (1.0 \times \$920)$
= 80.00

An employee working a 30-hour weekly average would pay $\$1,000 - (.75 \times \$920)$
= \$310.00

An employee working a 20-hour weekly average would pay $\$1,000 - (.50 \times \$920)$
= \$540.00

10.3 Plan Changes: If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the Joint Labor Management Committee for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure which it is offering employees.

10.4 Life, Long Term Disability and Accidental Death and Dismemberment Insurance: Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are benefit-eligible at no cost to the employee.

10.5 The Employer shall provide an employee assistance program (EAP) to benefit-

eligible employees at no cost to the employee.

ARTICLE 16: D ISCIPLINE

16.1 Non-probationary employees shall not be disciplined without just cause. Probationary employees do not have just cause rights.

16.2 Employees in the work classifications covered herein are not employed on a weekly basis, and no notice or salary in lieu thereof is necessary when the Employer has just cause to terminate an employee.

16.3 An employee, within a fiscal year, who is “no call, no show” on one occasion will be disciplined up to and including a verbal warning. On two occasions will be disciplined up to and including suspension. And on three occasions will be disciplined up to and including termination.

16.4 Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discipline up to and including termination.

ARTICLE 17: GRIEVANCE PROCEDURES

17.1 **Pre-Grievance:** Prior to filing a grievance, employees and/or union representative and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level.

17.2 **Grievance:** A grievance is defined as a dispute by the Union or a covered employee concerning the application or interruption of a specific provision of this Agreement. Grievances may be initiated in the following manner:

Step 1. Supervisor. The employee or Union representative shall present the Step 1 grievance, in writing, to the ~~unit manager~~ employee’s supervisor within ~~ten- (10)~~ fourteen (14) calendar days of its occurrence or the date the employee or union knew or should have known of the grievance, whichever is later. The grievance shall include:

- (a) the name of the grievant(s);
- (b) the fact statement of the grievance;
- (c) the sections of the contract violated; and
- (d) the resolution requested.

The ~~unit manager~~ employee's supervisor and employee shall then attempt to adjust the matter within ~~seven (7)~~ fourteen (14) calendar days from the date the grievance is received. ~~The unit manager~~ The employee's supervisor will respond to the Step 1 grievance in writing within ~~seven (7)~~ fourteen (14) calendar days of receipt of the grievance.

Step 2. Facility Director. If a grievance has not been settled at Step 1, ~~between the affected employee and his or her unit manager~~, the union or the affected employee may submit a written Step 2 grievance ~~shall be submitted in writing~~ to the facility director, by the union representative within ~~ten (10)~~ fourteen (14) calendar days of the supervisor's Step 1 response. The facility director shall respond to the Step 2 grievance in writing to the Union representative within ~~ten (10)~~ fourteen (14) calendar days after of receipt thereof of the Step 2 grievance.

Step 3. General Manager of Visitor Venues. If the grievance is not resolved at Step 2, the union or the affected employee may submit ~~the~~ a written Step 3 grievance to the General Manager of Visitor Venues within ~~ten (10)~~ fourteen (14) calendar days from the date of receipt of the facility director's written Step 2 response. The General Manager or ~~his/her~~ their designee shall respond to the Step 3 grievance in writing within ~~ten (10)~~ fourteen (14) calendar days from receipt of the grievance.

Step 4. Should the parties fail to settle a matter of suspension or termination of a non-probationary employee with the General Manager of Visitor Venues within ~~seven (7)~~ fourteen (14) days from the date of submission ~~to him or her~~, it may be referred in writing within seven (7) calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties. The Board of Adjustment shall consist of two (2) members designated by General Manager and two (2)

members designated by the Union. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from any of the facilities under the jurisdiction of this Agreement or any IATSE local union. The Board of Adjustment shall convene within ten (10) calendar days following referral of the grievance to hear evidence submitted by the Union, the grievant, the facility involved, or the General Manager. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. A majority decision of the Board of Adjustment shall be final and binding on all parties. In the event of a split decision, the grievance shall be considered unsettled.

Step 5. Arbitration. If the grievance is still unsettled, the Union shall, within ~~ten (10)~~ fourteen (14) calendar days of receipt of the decision of the General Manager have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the Human Resource Director or designee with a copy to the Employer.

~~MERC Employer~~ and the Union shall first attempt to select an arbitrator who is mutually acceptable. If within ~~ten (10)~~ fourteen (14) calendar days from the request for arbitration ~~MERC Employer~~ and the Union are unable to agree upon an arbitrator, the ~~Employment Relations Board~~ Union shall request a list of seven (7) arbitrators for the State of Oregon Medication and Conciliation Service. ~~shall be requested to submit a list of seven (7) names.~~ Upon receipt of the list of arbitrators, within fourteen (14) calendar days both ~~MERC Employer~~ and the Union shall have the right to strike three (3) names from the list. The first strike shall be determined by coin toss, then the parties shall alternate strikes with the remaining person to be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by both parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

- 17.3 The provisions of this article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which,

it believes in good faith, lacks sufficient merit.

17.4 The arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The arbitrator's decision and award shall be based on ~~his or her~~ their interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding on the Employer, the Union and all employees involved.

17.5 The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised or processed within the above-described time limits. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and the next step of the grievance procedure shall be available.

~~17.6 — Probationary Employees: A probationary employee suspended or terminated during his or her probationary period shall not be entitled to invoke the arbitration procedure of this article to contest such suspension or termination.~~

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

~~17.7 — An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, for purposes of the grievance procedure, the Employer's last response at Step 3 shall be final and binding on all parties.~~

ARTICLE 18: ADMISSION TO PREMISES

18.1 Any officer or other duly authorized representative of the Union shall be admitted to the premises of the Employer during normal working hours for the purpose of checking the performance of this Agreement by the Employer. Any person so admitted shall comply with all the rules and regulations of the Employer while on its premises.

- 18.2 Any officer or duly authorized representative of the Union must attempt to provide reasonable advance notice to management on duty, or their supervisor, prior to visiting the Employer's facilities shall not interfere with the regular work assignments of employees on duty at the time of such visit.

ARTICLE 19: WAIVER AND SEPARABILITY

It is agreed between the parties that either party shall have the right upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise of any of the terms and conditions of this collective bargaining Agreement for such special situation or emergency. It is further agreed that the waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provisions.

ARTICLE 20: SUBCONTRACTING

Any proposal to contract out bargaining unit work will be subject to the Public Employee Collective Bargaining Act (PECBA), will be bargained in accordance with the expedited bargaining process in ORS 243.698, and will otherwise comply with the terms of this Agreement.

ARTICLE 21: DRUG AND ALCOHOL POLICY

- 21.1 The following policy will be adhered to by all ~~full-time and part-time~~ employees:

- (a) Possessing, using, transferring, offering or being under the influence of any intoxicating liquor while on the Employer's property, during work time or in other circumstances which might directly and adversely affect the Employer's operations or safety, including consuming alcohol immediately prior to reporting to work or during breaks or lunch periods will be cause for discipline, up to and including discharge.
- (b) Possessing, using, transferring, offering or being under the influence of any narcotic, hallucinatory, stimulant, sedative, narcotic or drug (including marijuana) while on the Employer's property, during work time or in other circumstances which might directly and adversely affect

the Employer's operations or safety, including consuming such substances immediately prior to reporting to work or during breaks or lunch periods may be cause for discipline, up to and including discharge.

Exception: The use of medically prescribed or over-the-counter drugs during working hours is allowed and an employee shall have no obligation to inform ~~his or her~~ their supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing ~~his or her~~ their job safely and adequately (for example, operating mechanical equipment). An employee must inform their ~~his or her~~ supervisor that they are ~~he/she is~~ taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day they ~~he or she uses~~ the medication. Possessing, using, transferring, offering, or being under the influence of marijuana while on the Employer's property or during work time, even if prescribed and used for medicinal purposes, remains prohibited and does not fall within this exception.

- (c) Where the Employer has reasonable suspicion ~~cause to believe~~ that an employee ~~may have violated the prohibitions described above, he/she has used drugs or alcohol during work hours, they~~ may be placed on administrative leave ~~suspended~~ immediately and/or be ~~requested~~ required to submit to a drug and alcohol test. Reasonable suspicion must be an articulable belief based on specific, observable facts and reasonable inferences drawn from those facts based on a trained supervisor's specific observations and reasonable inferences regarding indicators of improper drug and alcohol use, supported by the concurrence of a second trained supervisor, if available. A represented employee who is required to submit to a drug and/or alcohol test based on reasonable suspicion will be informed of a right to representation by a union representative; however, the securing of such a representative, if requested, shall not unreasonably delay the testing.
- (d) An employee who refuses to consent to drug and alcohol testing may be subject to disciplinary action up to and including termination. The

reason for the refusal to consent to testing will be considered in determining the appropriate disciplinary action.

- 21.2 Employees may be subject as a condition of continued employment to searches, inspections and drug and/or alcohol testing in accordance with ~~MERC~~ Employer's Drug and Alcohol Use policy.

In the event any portion of the above policy conflicts with federal or state law, that portion of the policy shall conform in all respects to federal and state law.

ARTICLE 22: SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be declared invalid or held unlawful by any legislative act or by any court of competent jurisdiction, such legislation or decision of the court shall apply only to the specific article, section or portion thereof, directly specified therein. In such event, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE 23: FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue appropriated pursuant to established budgetary procedures. The Employer has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Employer agrees to include in its annual budget amounts reasonably sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the availability of revenue in connection therewith.

ARTICLE 24: TERM AND CLOSURE

- 24.1 This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect until June 30, ~~2022~~ 2025. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the

expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after such notice.

- 24.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 24.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

ARTICLE 25: FAMILY, MEDICAL AND SICK LEAVE

~~Employees may earn and use sick leave accruals under the following criteria:~~

~~12.3 Rate of accrual: Employees accrue paid sick leave at a rate of .05 hours per hour paid. The maximum accrual at any time is 40 hours. However, a maximum of forty (40) hours of earned sick leave per fiscal year is protected under Oregon law. Sick leave shall not accrue during unpaid time.~~

~~12.4 Eligibility for Use: Employees shall be eligible to use earned sick leave after 60 calendar days of service. Thereafter, sick leave may be used immediately after it is accrued for absences from work scheduled by Management.~~

~~12.5 Notification: For unforeseen absences, employees unable to report to work shall contact their supervisor and report the reason for their absence pursuant to their department notification procedures.~~

~~Employees are not required to provide medical information other than the nature of the absence (i.e. sick leave, FMLA, OFLA, etc) and for whom the unplanned absence is for (self, child, spouse, etc).~~

~~Employees shall make reasonable efforts to schedule non-emergency appointments in a manner that does not unduly disrupt the Employer's operations. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably 10 days in advance of the intended absence.~~

~~12.6 Reasons for sick leave use:~~

~~12.6.1 For mental or physical illness, injury or health condition, need for medical care, diagnosis, treatment, or preventive medical care of a mental or physical illness, injury or health condition, for employees 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 or regulation.~~

~~12.6.2 When leave is requested in accordance with policy and authorized by Human Resources for purposes under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).~~

~~12.6.3 To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.~~

~~12.6.4 In the event of a public health emergency, which includes but is not limited to the closure of the school or place of care of the employee's child, by order of a public official due to a public health emergency, or due to the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee for health reasons.~~

~~12.7 Documentation: An employee's supervisor or Human Resources may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:~~

~~12.7.1 If the employee takes more than three (3) consecutive scheduled workdays of sick time.~~

~~12.7.2 If the employee is suspected of misusing and/or abusing sick time. (See 18.2.5)~~

~~Medical verification shall be provided to Human Resources within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that s/he has been diligent in requesting the verification from his/her providers. Metro will pay any reasonable costs not paid by a health plan for providing medical verification or certification. Failure to provide requested documentation may result in disciplinary action.~~

~~12.8 Rate of Pay/Increments of Use: Sick leave will be paid at the employee's regular rate of pay for that job and shift for the hours the employee was scheduled to work on that day. When using sick leave, employees will report such time consistent with rules for entering hours worked and vacation leave.~~

~~12.9 Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.~~

~~Reinstatement: Employees re-employed within 180 days of termination will have~~

~~their accrued sick leave balance restored. Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.~~

~~12.10 Reporting of Sick Leave to PERS: Metro shall participate in the PERS unused sick leave program. Metro shall report the number of unused sick leave hours to PERS as provided in ORS 238.350. Written Notification of Accruals: Metro will provide notification on employees' pay statements of the amount of accrued and utilized sick time.~~

~~12.11 Misuse or abuse of sick leave: Misuse or abuse of sick time, including but not limited to patterns of sick leave usage and excessive absenteeism, may be grounds for discipline, in accordance with Article 16 (Discipline), up to and including termination.~~

EXHIBIT A: IATSE LOCAL B-20 PAY SCHEDULE

Pay Range	Job Code	Classification	2019-2020 Step	2020-2021 Step	2021-2022 Step
815	8065	Show Seller *	17.90	18.35	18.81
820	8075	Ticket Seller	15.88	16.28	16.69
825	8255	Stage Door Attendant	15.13	15.51	15.90
855	8090	Admissions Lead	18.87	19.34	19.82
865	8070	Usher	15.00	15.38	15.76
865	8080	Gate Attendant	15.00	15.38	15.76
865	8265	Elevator Operator	15.00	15.38	15.76
865	8270	Checkroom Attendant	15.00	15.38	15.76

Job Code	Classification	Ratification to June 30, 2023	FY 2023-24	FY 2024-25
8065	Show Seller *	19.75	21.99	24.05
8070	Usher	16.55	18.68	20.63
8075	Ticket Seller	17.52	19.69	21.67
8080	Gate Attendant	16.55	18.68	20.63
8090	Admissions Lead	20.81	23.09	25.19
8255	Stage Door Attendant	16.70	18.84	20.79
8265	Elevator Operator	16.55	18.68	20.63
8270	Checkroom Attendant	16.55	18.68	20.63

*Hired prior to 1987

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. #22-09

For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28-1.

WHEREAS, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IATSE 28-1 have negotiated in good faith; and

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

WHEREAS, the Union membership ratified the collective bargaining agreement on October 22, 2022; and

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

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

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

Adopted by the Commission on November 2, 2022.

Chair

Secretary/Treasurer

Approved as to Form:
Carrie MacLaren, Metro Attorney

By: _____
Nathan A. S. Sykes, Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28-1.

Resolution No. #22-09

Presented by: Elizabeth Arnott, Labor and Employee Relations Program Supervisor

Date: November 2, 2022

Background and Analysis:

The MERC - IATSE 28-1 collective bargaining agreement represents a contract of the terms and conditions of employment for 7 part-time/event-driven AV Technicians. These employees work at the Oregon Convention Center and provide AV services for conventions.

The parties negotiated from May 31, 2022 until they reached tentative agreement on October 17, 2022. The main issues concerned OCC's proposal to hire a third-party contractor to perform AV services at OCC. This included requirements for a new third-party contractor, and transition of employees from Metro employment to being called out of the IATSE hiring to eventual employment by the new contractor. Part of this negotiation included revisions to the existing collective bargaining agreement as described below. IATSE 28-1 membership ratified this agreement on October 22, 2022.

This resolution is submitted to ratify the contract between IATSE 28-1 and MERC/Metro for the period of July 1, 2022 through 365 days after the execution of a third-party contract with certain contingencies around hiring by OCC. This agreement contains the following key elements:

- Contracting Out
 - OCC Management will hire a third-party contractor to provide AV services to the venue consistent with the Letter of Agreement (LOA) negotiated between the parties. The LOA states that current OCC AV employees will be laid off on December 17, 2022 and move to the hiring hall until the transition to the third party contractor. Laid off employees will receive a negotiated severance.
 - During the transition to the third-party contractor, OCC Management will request current employees out of the IATSE hiring hall to provide AV services.
- Wages and Pay Schedule
 - Effective July 1, 2022, wages will increase by 8.5% for previously existing classifications.
 - Effective upon ratification, a new rate was agreed to for Event Technicians.
 - Effective July 1, 2023, wages will increase by the CPI-U, West Region, as reported for May 2023 (12-month percentage change) by no less than 3.5% and no more than 10%. OCC Management believes a third-party contractor will be in place prior to July 1, 2023.
- Health & Welfare Benefits, and Leaves
 - Previously contracted Benefits and Leaves will be maintained for current AV employees until layoff.
- Retirement
 - MERC pays the 6% PERS "pick up" for all eligible current AV employees and a 7% contribution to the IATSE 401k for the non PERS eligible employees.

SHORT RANGE FISCAL IMPACT: There is sufficient budget allocation in the FY 2022-2023 Budget to accommodate the proposed contract changes.

LONG RANGE FISCAL IMPACT: There is no long-range fiscal impact due to the end of the employment relationship with the employees in this bargaining unit.

RECOMMENDATION: Recommend approval of Resolution #22-09 to ratify the IATSE Local 28-1 CBA.

EXHIBIT A

To Letter of Agreement on Contracting Out Transition

COLLECTIVE BARGAINING AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS
TERRITORIES AND CANADA**

LOCAL 28 (AV at OCC)

Effective July 1, 2022~~19~~ — ~~June 30, 2022~~

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PREAMBLE

THIS AGREEMENT is entered into by the METROPOLITAN EXPOSITION-RECREATION COMMISSION, hereafter referred to as the “Employer”, “Metro” or “MERC”, and LOCAL 28, THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA hereafter referred to as the “Union”, for the purpose of governing the wages, hours, benefits, and working conditions of employees covered by this Agreement for the term specified herein.

WITNESSETH

PURPOSES

For and in consideration of settled and harmonious trade conditions, mutually beneficial to the parties hereto, the Employer and the Union do hereby enter into and agree to abide by the following Agreement covering wages, hours and working conditions of the employees of the Employer in the classifications hereinafter set forth.

Except as otherwise provided by laws, regulation, or grant provisions, the PARTIES AGREE TO AS FOLLOWS:

ARTICLE I: NON-DISCRIMINATION

- 1.1 The Employer and the Union shall not discriminate on the basis of age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, union membership or activity, political association or affiliation, mental or physical disability, veteran’s status or any other class protected by law.

ARTICLE II: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative for all Audio Visual employees who are employed by MERC at the Oregon Convention Center including audio visual technicians, ~~and~~ lead audio visual technicians, ~~and~~ Extra Audio Visual Technicians and excluding employees who are covered under a separate collective bargaining agreement with Metro, supervisory and confidential employees.

ARTICLE III: DUES AND WORK FEES

- 3.1 The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees for all bargaining unit employees and union membership dues for those who have provided the Employer with written authorization for such deductions. Dues/work fees authorizations shall continue in effect from year to year, unless revoked

in writing as provided in the signed authorization. All requests to revoke work fees and/or union dues deductions shall be forwarded to the Union. The employer shall, no later than 15 calendar days after each payday, remit all dues, work fees and fair share fees deducted from employees' pay to the Union.

- 3.2 Work fees will be deducted in a percentage of gross wages per pay period as designated by the Union.
- 3.3 Membership dues may be deducted in an amount equal to 1/26 of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earning received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earning to cover the deduction of the applicable dues or fees. The Union will be the holder of record concerning union membership status.
- 3.4 Bargaining unit employees who are not membership of the Union may choose to voluntarily pay an amount equal to union dues. The Employer shall deduct such voluntary payments in accordance with and on the same terms as provided in Section 3.1.
- 3.5 **Indemnification:** The Union agrees that it will indemnify, defend and save MERC, Metro, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement or a combination hereof arising out of implementation of this Section if the Employer gives reasonable notice to the Union. -The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.

ARTICLE IV: MANAGEMENT RIGHTS

- 4.1 The Employer shall have and retain the sole responsibility for the management and operation of all Metro and/or MERC 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, diminished only as required by law and this Agreement:
 - 4.1.1 Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments;
 - 4.1.2 Planning, directing, controlling and determining the operations or services-of Metro and/or MERC;
 - 4.1.3 Determining the methods, means, and the number of personnel needed to carry out any department's or facility's mission;

- 4.1.4 Hiring and assigning or transferring employees within or between departments or facilities;
- 4.1.5 Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- 4.1.6 Laying off or relieving employees due to lack of work or funds;
- 4.1.7 Introducing new or improved methods, equipment or facilities; and
- 4.1.8 Directing the work force and issuing, making, changing, publishing and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining, provided they are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. The Employer agrees the Union has the right to challenge work rules through the grievance procedure if it believes work rules are in violation of this Agreement.

ARTICLE V: UNION RIGHTS

- 5.1 Union Representatives: Within 30 calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be updated as necessary.
 - 5.1.1 Business Representative(s) of the Union shall make their presence known to the appropriate administrative authority when coming on grounds to meet with employees. Such meetings shall be conducted during the employee's non-work time and shall not be paid time unless paid time is approved by management. Such visits shall not interrupt work or disrupt operations.
 - 5.1.2 Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
 - 5.1.3 No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
 - 5.1.4 A Steward who comes to the work site during their off duty hours to carry out Steward duties shall not be paid for such time.

- 5.1.5 ~~The Employer will grants stewards reasonable time during regularly scheduled work hours to engage in representational activities in accordance with ORS 243.798. Internal union business shall be conducted by Stewards and employees during their non work time.~~

~~All matters relating to contract negotiations will be performed on the employee's own time.~~

- 5.2 Via a twice a month report the employer will notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, date of hire, job classification, and phone number. The Employer shall provide such information to the Union's Secretary.

- 5.2.1 The Employer shall provide the Union with advanced notice of all new-employee orientation sessions for new hires covered in this agreement and shall further afford the Union sufficient time during such orientations to address newly hired employees.

ARTICLE VI: NO STRIKE OR LOCKOUT

- 6.1 The Union agrees that during the life of this Agreement it will not engage in a strike, picketing, slowdown or other work stoppage regarding any matter covered by this Agreement. The Employer agrees that during the life of this Agreement it will not engage in a lockout regarding any matter covered by this Agreement. In addition, the Union agrees not to engage in a sympathy strike. The Employer and the Union each agree that neither shall engage in any strike, slowdown, other work stoppage or lockout except in compliance with and as permitted by Oregon Law.

- 6.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing or strike in violation of Section ~~610~~.1, the Union agrees to immediately notify any employees engaging in such activities to cease and desist. The Union agrees to declare that such work stoppage, slowdown, picketing or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all employees 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 ~~610~~.1 above to return to work.

ARTICLE VII: ~~SUB-CONTRACTING OUT~~

- 7.1 The Employer may hire a third-party contractor to provide AV services as provided in the October (TBD), 2022 Letter of Agreement between the parties. -The parties acknowledge that management retains the right under its sole discretion to select outside vendors to perform such work, so long as the terms of the Letter of Agreement are followed. -The parties acknowledge that it is the past and current practice of MERC that AV services at OCC are not exclusive, except for rigging as identified in the LOA.
- 7.2 Until such time as a third-party vendor assumes the AV work in the OCC as per the Letter of Agreement, and thereafter if the Employer employs any employees to perform AV work during the term of this CBA (as direct hires and/or as Extra AV Technicians obtained through the IATSE Local 28 Hiring Hall), management will provide first opportunity for AV work at the Oregon Convention Center to such bargaining unit members employed by MERC at the Oregon Convention Center.
- ~~7.2 The parties acknowledge that management retains the right under its sole discretion to select outside vendors to perform such work. Management shall retain the past practice and present methods of its operation including the use of outside vendors.~~

New Article XARTICLE VIII: EXTRA AV TECHNICIANS

- ~~X8.1~~ When management requests an Extra AV Technician from the Union Hiring Hall the following terms will apply:
- ~~X8.1.1~~ OCC Management may request an individual by name or by asking the Union to dispatch an individual. The Union shall provide necessary personnel that possess the level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer and/or any third parties utilizing such employees.
- ~~X8.1.2~~ OCC Management retains the right to reject any Extra Audio Visual Technician referred by the Union at its sole discretion, provided such rejection may not be for any unlawful reason. -Subject to section 17.3 of this article, OCC Management also retains the right to dismiss any Extra Audio Visual Technician who fails to perform the required duties to its satisfaction or to the satisfaction of third parties paying for services.

~~X8.1.3~~ Extra Audio Visual Technicians are responsible for performing all duties of the Audio Visual Technician classification and any duties required by the specific call.

~~X8.1.4~~ The Union shall provide the qualified personnel to fill the call no less than 24 hours prior to the start of the call. If the Union is unable to fill the call 24 hours prior to the start of the call, Metro may fill the call by any other means.

~~X8.1.5~~ Extra Audio Visual Technicians shall be paid in accordance with Exhibit A of the CBA.

~~X8.24~~ Extra Audio Visual Technicians may be paid through the regular Metro payroll, or OCC may opt to use a mutually agreed upon -payroll company that may serve as the “employer of record” for the purposes of unemployment benefits, workers compensation claims and payroll taxes. The parties further agree that Metro is the “public employer” within the meaning of the PECBA of the Extra AV Techs provided for in this agreement regarding their work as OCC Extra AV Techs.

ARTICLE ~~VIII~~X: WAGES

~~8.1~~ Upon ratification by both parties, but not before July 1, 2019, wages as reflected in Exhibit A will be implemented.

9.1 Effective and retroactive to July 1, 2022, the Employer will pay the wages-scale in Exhibit A, which include an ~~will be increased by~~ 8.5% increase for previously existing classifications. Retroactive pay will be paid in accordance with the LOA.

9.2 Effective upon ratification of the agreement, a new rate for assignment of work as an Event Technician will be added at \$30.00 per hour. The Event Technician rate applies to duties performed during the performance, rehearsal, and tech of an event (e.g. camera operator, audio engineer, breakout tech, etc.). The rate does not apply to set up and strike (take-down) of events.

9.3 Effective upon ratification of the agreement, those employees who provide proof of certification for Entertainment Technician Certification Program for rigging will receive an additional premium of \$3.00 per hour for hours work while rigging.

9.4 Effective July 1, 2023, ~~Upon ratification by both parties, but not before July 1, 2023,~~ the wage scale in Exhibit A will be increased by ~~Employer will increase the wages as reflected in Exhibit A by~~ the CPI-U, West Region, -as reported for May 2023 (12-month percentage change) ~~for each year~~, but no less than 3.5% and no more than 10%.

9.49.5 If the Employer engages any bargaining unit employees for work within the 60 days prior to June 30, 2024, and this CBA remains in effect as per Article XXIII, then the parties agree to reopen this CBA to bargain a wage increase to be effective July 1, 2024.

~~9.5 Upon ratification by both parties, but not before on July 1, 2021, wages as reflected in Exhibit A will be increased 2.50%.~~

ARTICLE XIX: WORK SCHEDULES

10.1 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 twenty-four (24) hour period beginning at 12:01 am each day and ending at 12:00 midnight.

10.2 **Overtime:** Overtime is either time worked over eight (8) hours in a day or over forty (40) hours within one (1) workweek. The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. The overtime wage rate shall be one and one-half (1 ½) times the applicable hourly rate. For the purposes of calculating daily overtime, any work performed after midnight shall be considered part of the work dayworkday or workweek on which the work commenced. Application of the overtime section shall not be construed to provide for compensation for overtime at a rate exceeding time and one-half or to affect a “pyramiding” of overtime pay.

~~10.2~~10.3 All employees shall be allowed an unpaid lunch break of at least sixty (60) thirty (30) minutes, or a paid lunch of thirty (30) minutes, but not more than one hour for every work shift of at least six hours, based on operational need as determined by the employer. Lunch periods may be staggered. All employees are entitled to a fifteen (15) minute paid break period for every four-hour segment or major portion thereof worked in the work period. If an employee works a shift longer than 10 hours they are entitled to three paid breaks.

~~10.3~~10.4 ~~9.3~~—When an event as determined by Management requires two shifts separated by more than one hour in a single day to be staffed by the same employee for continuity of service, that employee will be scheduled a minimum of ten (10) hours for the combined shifts.

~~10.4~~10.5 ~~9.4~~ — Work performed between 12:00 am and ~~8~~6:00 am will receive a shift premium of ~~\$1.70~~ \$2.25 -per hour.

~~10.6~~ 9.5 — Management will provide a tentative event schedule for the following month at least seven (7) calendar days prior to the deadline for employees to enter their availability to work during that month. The parties understand that scheduling changes may occur after the tentative schedule is posted. This provision expires December 16, 2022.

~~10.5~~10.7 ~~9.6~~ — If management cancels scheduled work less than twenty-four (24) hours before the start of the scheduled shift, the employee will be paid four (4) hours at the AV Tech straight rate.

ARTICLE XI: HEALTH AND WELFARE BENEFITS

~~10.1~~ — **Joint Labor Management Committee:** A Metro Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one member to represent IATSE Local 28 and its sub-locals to serve and vote on the Joint Labor Management Committee on Health Benefits.

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

~~The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. The full details of the JLMC are contained in the JLMC by-laws.~~

~~101.12~~ **Benefit Eligibility:** ~~Effective January 1, 2020, f~~For regular status employees working ~~thirty-two~~thirty-two (32) hours a week or more, Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee. These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

~~101.32~~ ~~Effective January 1, 2020,~~ Prorated insurance will be available to employees who work twenty (20) hours a week or more during a ~~twelve-month~~twelve-month (12) measurement period.

A part-time employee's pro-rated amount, for the purpose of benefits, shall be based on average paid hours per week during a one (1) year measurement period. This annual calculation shall be from November 1st through the end of October of each year, and shall hereinafter be referred to as the calculation period.

- Employees with hours paid of 20 – 26.69 per week (according to the calculation period) shall receive benefits prorated at 50%.
- Employees with hours paid of 26.7 – 31.99 per week (according to the calculation period) shall receive benefits prorated at 75%.
- Employees with hours paid of 32 per week or more (according to the calculation period) shall receive benefits on a 1.0 FTE basis.

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

An employee working a ~~32-hour~~32-hour weekly average would pay \$1,000 – (1.0 x \$920) = \$80.00

An employee working a ~~30-hour~~30-hour weekly average would pay \$1,000 – (.75 x \$920) = \$310.00

An employee working a ~~20-hour~~20-hour weekly average would pay \$1,000 – (.50 x \$920) = \$540.00

~~10.4 For all Extra AV Technicians referred by the IATSE Local 28 Hiring Hall, the Employer will contribute 19% of gross wages to the IATSE National Health & Welfare Fund (see Article VII).~~

~~101.34~~ Metro agrees to pay an amount up to \$150 per month to full-time employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro. Should contracts with insurance carriers, financial consideration, or health insurance plan designs indicate a need to change the opt-out amount, the parties will meet to confer and come to mutual agreement on this paragraph.

~~10.5 Plan Changes: If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the JLMC for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss~~

~~that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure which it is offering employees.~~

~~101.456~~ **Life, Long Term Disability and Accidental Death and Dismemberment Insurance:** Life insurance and accidental death and dismemberment and ~~long term~~long-term disability coverage shall be provided to all employees who are benefit-eligible at no cost to the employee.

~~101.567~~ The Employer shall provide an employee assistance program (EAP) to benefit-eligible employees at no cost to the employee.

~~101.76~~ Sections ~~101.1~~ through ~~101.6~~ expire on December 16, 2022.

~~101.87~~ For all Extra AV Technicians referred by the IATSE Local 28 Hiring Hall, the Employer will contribute 19% of gross wages to the IATSE National Health & Welfare Fund.

~~101.98~~ The Union shall indemnify, hold harmless, and defend MERC, its agents, employees and elected officials from and against and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from the employer's contribution to the Fund, including but not limited to claims asserted by the Union's members or by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend MERC pursuant to this paragraph. This provision will apply only if MERC is current on all of the health and welfare contributions on behalf of all individuals required by the collective bargaining agreement.

ARTICLE XII: RETIREMENT

~~112.1~~ During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS).

~~112.2~~ ~~For employees active on the payroll as of June 30, 2011,~~ Metro 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, in addition to the required employer contributions.

~~11.3~~ ~~Any employees hired July 1, 2011 or thereafter will pay the entire six (6) percent of base salary employee contribution through payroll deductions.~~

~~112.43~~ Unused accrued hours of sick leave will be reported to PERS at the time an employee separates from employment with Metro, per PERS guidelines.

112.45 For employees who are not PERS eligible, the Employer will contribute 7% of gross wages to the Entertainment Industry 401(k) plan.:

ARTICLE XIII: SICK LEAVE

13.1 Employees may earn and use sick leave accruals under the following criteria:

13.1.1 **Rate of accrual:** Employees accrue paid sick leave at a rate of .05 hours per hour paid. An employee may carry over up to 40 hours of unused sick time from one year to a subsequent year. However, an employee may not at any time accrue more than 80 hours of sick time. Sick leave shall not accrue during unpaid time.

13.1.2 **Eligibility for Use:**

- a) New employees shall be eligible to use earned sick leave after 60 calendar days of service.
- b) Sick leave may be used immediately after it is accrued for hours employees have been scheduled to work.

13.1.3 **Notification:** For unforeseen absences, employees unable to report to work shall contact their supervisor and report the reason for their absence pursuant to their department notification procedures, unless it is not practicable to provide notice. Except as provided in section 5, employees are not required to provide medical information other than the nature of the absence (i.e. sick leave, FMLA, OFLA, etc) and for whom the unplanned absence is in relation (self, child, spouse, etc). Employees are then required to provide notice as soon as practicable. For foreseeable absences, employees should notify their supervisor of their need to use sick leave at least 10 days in advance. For qualifying unforeseeable leaves, employees should provide notice as soon as is practicable.

13.1.4 **Reasons for sick leave use:**

Employees may use accrued sick leave:

- 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 or regulation.
- b) When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c) To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.

- d) In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.

13.1.5 **Documentation:** An employee's supervisor may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:

- a) If the employee takes more than three consecutive scheduled workdays of sick time.
- b) If the employee is suspected of misusing and/or abusing sick time.

Medical verification shall be provided within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that ~~s/he~~they have been diligent in requesting the verification from ~~his/her~~their providers. Metro will pay any reasonable costs for providing medical verification or certification, including any lost wages provided the employee has no paid leave balances available. Failure to provide requested documentation may result in disciplinary action.

13.1.6 **Rate of Pay/Increments of Use:** Sick leave will be paid at the employee's rate of pay for that job and shift for the hours the employee was scheduled to work on that day. Employees shall be eligible to use sick leave immediately upon accrual. When using sick leave, employees will report sick leave consistent with rules for entering hours worked and vacation leave.

13.1.7 **Unused Sick Leave at Termination:** An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.

13.1.8 **Reinstatement:** Employees re-employed within 180 days of termination will have their accrued sick leave balance restored. Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.

13.1.9 **Reporting of Sick Leave to PERS:** Metro shall participate in the PERS unused sick leave program. Metro shall report the number of unused sick leave hours to PERS as provided in ORS 238.350. As a result, once an employee is terminated from the agency, there is no carry-over of sick leave hours should the employee be rehired at a later date except as provided in the paragraph above regarding reinstatement within 180 days.

13.1.10 **Written Notification of Accruals:** Metro will provide notification on employees' pay statements of the amount of accrued and utilized sick time.

13.1.11 **Misuse or abuse of sick leave:** May be grounds for discipline, up to and including termination.

Management will consider the following factors in determining if an employee is misusing or abusing sick leave.

- a) Exhaustion of sick leave; or
- b) Patterns of sick leave usage, including the use of sick leave in conjunction with regular days off, vacation, or holidays ; or
- c) Evidence that sick leave is being used for an impermissible reason; or
- d) The use of forty (40) hours or more of sick leave in a ~~six months~~six-month period, excluding legally protected leaves.

123.2 Extra AV Technicians will receive 0.05% of wages earned for the purposes of accruing and banking PTO as administered by the third party payroll provider.

~~/bargaining note: The parties agree this complies with the Oregon Paid Sick Leave Law.~~

ARTICLE X~~III~~IV: OTHER LEAVES

14.1 **ADA and Family Medical Leave:** 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 leave for qualified employees.

During periods of leave covered by the FMLA/OFLA statutes, eligible employees must use accrued or accumulated paid leave time including sick and vacation prior to beginning an unpaid leave of absence.

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

14.2 **Bereavement Leave:** An employee absent from duty by reason of the death of ~~his or her~~their spouse, same-sex domestic partner, parents, children, sister, brother, grandparent, grandchildren, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law, relatives of domestic partners that are equivalent to those in-laws, or other household member shall be allowed three (3) days time off duty, within 90 days of notification. Additional leave may be granted upon approval and any additional time off will be charged against accumulated sick leave. The Employer shall comply with the Oregon Family Leave Act. This provision expires December 16, 2022

~~14.2~~14.3 **Jury Duty:** Full-time employees shall be granted a paid leave of absence for time off for jury service, or as a result of service upon the employee of a lawful subpoena requiring ~~his/her~~their appearance in a court of law. Any jury or witness fees will be endorsed over to Metro. In the event that an employee is excused from jury duty prior to the end of his/her daily work shift, the employee shall promptly return to work.

Employees shall not be eligible for paid leave if the subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant, or is for a dispute between the employer and employee. The employee is entitled to use any accrued vacation in these circumstances. Union related arbitrations are exempt if they occur on an employee's regularly scheduled ~~work day~~workday. -This provision expires December 16, 2022

~~14.3~~14.4 **Leave without Pay:** All non-probationary full-time employees may be granted leave of absence without pay and benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer.

The decision to grant leave without pay is at the Employer's discretion. Leave without pay shall not be granted if another type of protected leave or accrued time off is available.

All requests for leave of absence without pay shall be in writing, shall be directed to the department manager and shall contain the reason for the leave request. All requests and approvals shall be in writing and shall 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 Venue Director for up to an additional ninety (90) days. All requests for leave beyond ninety (90) days and up to six (6) months must be approved by the General Manager of Visitor Venues.

The employee may elect to continue employee coverage and benefits; however, premiums for such extended coverage and benefits shall be paid by the employee. Any and all such extensions of coverage and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave. This provision expires December 16, 2022

~~134.~~14.5 **Military Leave:** Eligible employees shall be granted military leave as required by law.

ARTICLE XIV: HOLIDAY

15.1 The following shall be considered holidays ~~for full-time employees.~~

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19th</u>
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving Day	The Day After Thanksgiving Day
Christmas Day	December 25th
Three Personal Days	Open to <u>This provision expires 12/16/22 and only applies to direct hires.</u>

~~15.1 Full-time employees shall receive eight (8) hours of straight time pay for each holiday enumerated above on which they perform no work. If any full-time or part-time employee (including Extra AV Technicians) works on a holiday as enumerated above, the employee shall receive one and one-half (1 ½) time compensation for the time worked if the employee has actually worked 40 hours during the week in which the holiday occurs. If the employee has not worked 40 hours during the week in which the holiday occurs, payment for time worked will be at straight time.~~

~~15.2 Holidays which occur during vacation or sick leave shall not be charged against such leave.~~

~~15.3~~ 15.2 The holidays listed above in Section A shall start at 12:01 a.m. and end 12:00 midnight on the actual day of the holiday.

~~15.4 Full-time employees who complete their initial probationary period will be eligible to take up to three (3) days of personal holiday time per section A. The personal holidays must be used within the fiscal year in which they accrue. Employees hired between July 1 and October 31 will receive three (3) personal days. Employees hired between November 1 and February 29 will receive two (2) personal days; and employees hired between March 1 and June 30 will receive one (1) personal day. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and are not compensable. No payment for personal days accrued and not taken shall be provided for any employee upon termination of employment for any reason.~~

~~No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were in a paid status for the entire such day before and day after, or unless they have applied to their supervisor in writing for approval for the time off within that pay period and it has been approved by the supervisor.~~

~~Whenever one of the holidays listed in Section A of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs.~~

ARTICLE XVI: VACATION

~~15.1 Vacation leave with pay for full-time employees shall accrue at the rate shown below:~~

Equivalent Accrual of Hours at 24 Pay Periods/Year (based on a 40-hr work-week)	Accrual Rate Per Hours Paid	Total Years of Full Time Service	Equivalent Annual Vacation Hours for Full-Time Employees
3.34	.0385 hrs	-Date of hire through completion of 4 yrs	80
5.00	.0577 hrs	-Beginning of 5 yrs through completion of 9 yrs	120
5.84	.0674 hrs	-Beginning of 10 yrs through completion of 14 yrs	140
6.67	.0770 hrs	-Beginning of 15 yrs through completion of 19 yrs	160

7.50	.0866 hrs	-Beginning of 20 yrs through completion of 24 yrs	180
8.34	.0962 hrs	25 or more	200

<u>Years of Service</u>	<u>Accrual Rate</u>
<u>0 through 48 months (4 years)</u>	<u>0.04 hours of vacation per hour worked and during paid time off.</u>
<u>48 months (4 years and one day)</u>	<u>0.06 hours of vacation per hour worked and during paid time off.</u>
<u>120 months (10 years and one day)</u>	<u>0.08 hours of vacation per hour worked and during paid time off.</u>
<u>180 months (15 years and one day)</u>	<u>0.088 hours of vacation per hour worked and during paid time off.</u>
<u>300 months (25 years and one day)</u>	<u>0.096 hours of vacation per hour worked and during paid time off.</u>

~~15.2 — Employees shall not accumulate more than two hundred and fifty (250) hours of vacation leave. Any hours beyond 250 that would have accrued at the rates in this Agreement shall be forfeited. If an employee is close to reaching the 250 hour cap, the employee will schedule time off pursuant to Section C of this Article.~~

~~15.3 — Vacation requests shall be submitted through the supervisor and approved by the Department Head through an approval process determined by management. Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.~~

~~15.4 — 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.~~

~~165.~~15 During the life of this agreement, should the employer determine to employ full-time bargaining unit employees ors to make vacation accrual available as a new benefit to part-time, regular status, variable hour employees who currently do not accrue vacation hours, either party may reopen this Article only for further negotiation under the expedited bargaining rules.

~~Bargaining Note: Any AV Techs who have accrued vacation remaining as of their December 16, 2022 layoff will receive payout of such amounts in their final check.~~

ARTICLE XVII: OVERPAYMENTS AND UNDERPAYMENTS OF WAGES AND BENEFITS

17.1 Overpayments

In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall recover the overpayment as follows:

17.1.1 The Employer shall notify the employee in writing of the overpayment. The Employer shall notify the Union of overpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an overpayment exists and the amount of wages and/or benefits to be repaid.

167.1.2 The employee shall respond to the overpayment notification within 14 calendar days. The employee may respond by (1) accepting the Employer's proposed repayment schedule by completing and returning a form provided by the Payroll Division; (2) disputing the existence or amount of the overpayment by filing a step 1 written grievance; or (3) requesting consideration of alternative repayment options. At the employee's request, the Union may respond on behalf of the employee.

167.1.3 If the employee does not accept the Employer's proposed repayment schedule within 14 days, the employee, the Union (at the request of the employee) and the Employer shall attempt in good faith to reach mutual agreement on the amount of the overpayment and a repayment schedule within 14 days of the employee's response. The parties may extend this timeline by written mutual agreement.

167.1.4 The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the Employer will use the payroll system to process the corresponding adjustments if, in the Employer's determination, it is lawful and cost-effective to do so.

176.1.5 This Article does not waive the Employer's right to pursue discipline or other legal or administrative procedures and processes to recover an overpayment made to an employee at any time should the employee and the Employer not reach agreement per the procedure outlined in this Article.

167.2 Underpayments

176.2.1 In the event the Employer discovers and agrees that an employee has been underpaid, the Employer shall notify the employee in writing of the underpayment. The Employer shall notify the Union of underpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an underpayment exists and the amount of wages and/or benefits to be repaid.

167.2.2 The Employer shall correct any such underpayment that was made within a maximum period of two years before the notification.

167.2.3 This Section applies only to undisputed underpayments. This Section will not apply to disputes over the application of terms of this Agreement.

167.3 This article does not apply to Extra AV Technicians.

ARTICLE XVIII: DISCIPLINE AND DISCHARGE

178.1 No ~~regular status non-probationary~~ employee ~~(non-probationary)~~ shall be disciplined or discharged without just cause. Discipline shall include written reprimand, suspension, demotion, or termination (discharge). Progressive discipline will be followed and the nature and seriousness of the offense shall determine which level progressive discipline is initiated.

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

178.3 Extra Audio Visual Technicians are entitled to just cause rights upon completion of 400 hours of work for OCC.

ARTICLE XIX: RESOLUTION OF DISPUTES

19.1 **Grievance and Arbitration Procedure:** A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. Prior to filing a grievance, employees and/or union representatives and supervisors shall meet to discuss potential grievances in an effort to resolve issues at the lowest level. If the issue is not resolved, a written grievance may be initiated and pursued following the procedures in this Article.

At all steps listed below, a grievance must include the specific provision(s) of the Agreement alleged to have been violated; a brief statement of the facts; a statement of the relief requested; the signature of the aggrieved employee.

The Employer or its designee(s) shall meet at mutually convenient times with the Union.

19.1.1 **Steps of Grievance Procedure**

Step I - Supervisor: An employee may present a written grievance to their immediate supervisor within fourteen (14) calendar days of the date on which the event(s) occurred giving rise to the grievance.

An employee's supervisor shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

Step II – Facility Director: If a written grievance is not resolved at Step I, the Union may advance the grievance to Step II by submitting it to the Facility Director. A Step II grievance is due within fourteen (14) calendar days of receipt of the supervisor's Step I written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due.

The Facility Director shall respond to the Step II written grievance in writing within fourteen (14) calendar days of its receipt.

-Step III – General Manager, Visitor Venues: If a written grievance is not resolved at Step II, the Union may advance the grievance to Step III by submitting the grievance to the General Manager of Visitor Venues. A Step III grievance is due within fourteen (14) calendar days of receipt of the Facility Director's Step II written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due. The General Manager, Visitor Venues or designee shall respond to the Step III grievance in writing within fourteen (14) calendar days of its receipt.

19.1.2 Arbitration

If the grievance is still unsettled, the Union may within fourteen (14) calendar days of the date of the Employer's Step III response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step III, notify the Employer and the Metro Human Resources Department in writing of its desire to have the matter arbitrated by a third party agreed upon by Metro and the Union.

In order to advance the grievance, the Union shall request a list of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Services within fourteen (14) calendar days from the notice to the Employer of the Union's intent to take the grievance to arbitration. Upon receipt of the list of arbitrators within fourteen (14) days both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first.

The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision, which shall be final and binding on the Employer, the Union and all involved employees. The arbitrator shall have no authority to amend, modify, nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on

his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer.

Expenses for the arbitrator shall be borne by the losing party; however, each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

If either party fails to proceed with the procedures of this Section within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis.

19.2 Time Limits: The time limits of this grievance and arbitration procedure shall be strictly adhered to. If the employee or the Union fails to advance the grievance within the specified time limit, the grievance will be deemed abandoned and the Employer will have no further obligation to process or arbitrate the grievance. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available.

19.3 Extension of Time Limits: The time limits of this grievance and arbitration procedure may be extended by mutual agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.

For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.

The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

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

ARTICLE XIX: PROBATION AND BREAK IN SERVICE

20.1 Probation:

The probationary period for full-time employees shall be six (6) months or 400 hours for part-time employees. If an employee takes a leave of absence during the probationary period, their probationary period shall be extended for the equivalent period of time. Probation is considered an extension of the hiring process. Just cause protections shall not apply during the probationary period.

20.2 Break in Service:

Any individual who performs no work for the Employer for 12 or more consecutive months may be deemed by management to have separated from MERC/Metro, unless the reason for not performing work is a leave approved by management. An individual who wishes to return to work after a 12 month break in service may be required to apply for an advertised position again (if any exist) and will be required to complete any applicable probation and re-qualify for any contractual benefits conditioned on length of employment or hours worked for MERC/Metro.

ARTICLE XXI: EFFICIENCY OF OPERATIONS

21.1

It is jointly recognized that the successful operation of the Employer's facilities requires a coordination of work activities, active cooperation between employees, management, and groups of employees, and does not lend itself to a rigid application of what may be traditional craft or jurisdictional lines. It is also jointly recognized that there may and will be a certain degree of overlap in work functions between employees covered by this Agreement and other groups of employees and that employees covered by this Agreement may be directed to perform work in areas other than their usual duties or be assisted by other employees or groups of employees. The overall efficiency and economy of operations of the Employer's facilities shall be the controlling factor in all instances.

21.2 Due to the dynamic nature of the operation, the union recognizes that supervisors may need to assist staff in performing the work covered under this Agreement in order to accommodate event needs.

ARTICLE XXII: SAVINGS CLAUSE

22.1 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall 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 continue without interruption for the term of this Agreement.

ARTICLE XXIII: TERM OF AGREEMENT

23.1 The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. Consistent with the LOA, the specific term of this Agreement shall be from ratification of both parties to 365 days after the date of execution of the third-party vendor contract, when it shall cease and expire on that date, so long as no bargaining unit employees have worked as OCC employees after 180 days from the date of execution of the third-party vendor contract. Should OCC assign AV work to any of its employees during the 180-day period, the CBA will be extended another 180 days from last date of such work, subject to the wage reopener provision in Article VIII.

Upon expiration of this agreement there will no longer be a public employer/exclusive representative relationship and no further duty to bargain for this unit. The bargaining unit would no longer be recognized under PECBA. At that time, all other LOA's, MOU's and similar agreements between the parties will be considered expired.

21.1 The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific term of this Agreement shall be effective upon the ratification of both parties and until June 30, 2022, when it shall cease and expire on that date. The parties agree that, if there have been no bargaining unit employees for at least six months prior to expiration of this agreement, and there is no expectation of hiring bargaining unit employees in the foreseeable future, then there will be no obligation to bargain a successor agreement.

23.2 Closure: The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.

23.3 Amendment: The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

EXHIBIT A: PAY SCHEDULE -(effective and retroactive to July 1, 2022)

MERC/IATSE, Local 28 (AV at OCC) Hourly Rate Pay Schedule

<u>Pay Range</u>	<u>Job Code</u>	<u>Job Classification</u>	<u>Regular Rate with 8.5% Increase</u>
<u>100</u>	<u>8510</u>	<u>Audio Visual Technician</u>	<u>\$26.71</u>
<u>101</u>	<u>8511</u>	<u>Audio Visual Lead Technician</u>	<u>\$32.09</u>
<u>102</u>	<u>8512</u>	<u>Rate while performing Rigging* at 30 feet or higher</u>	<u>\$35.23</u>
<u>UNK</u>	<u>UNK</u>	<u>Event Technician (new)</u>	<u>\$30.00</u>

*As directed by Management

*See Article VIII regarding premium for ETCP Rigging certification.

SIGNATURE PAGE

FOR MERC:

FOR IATSE LOCAL 28 (AV at OCC):

By

Steven Faulstick~~Scott Cruickshank~~,
General Manager of Visitor Venues

By

Rose Etta Venetucci,
Business Representative

By

Christina Longo~~Ross Hume~~,
Labor and Employee Relations Program
Manager

5531

MERC Commission Meeting

November 2, 2022
12:30 pm

Expo Futures Update

Date: October 24, 2022
To: MERC Commissioners and Councilor Lewis
From: Paul Slyman, Project Sponsor
Giyen Kim, Development Project Manager
Subject: Expo Future Project: Monthly Update

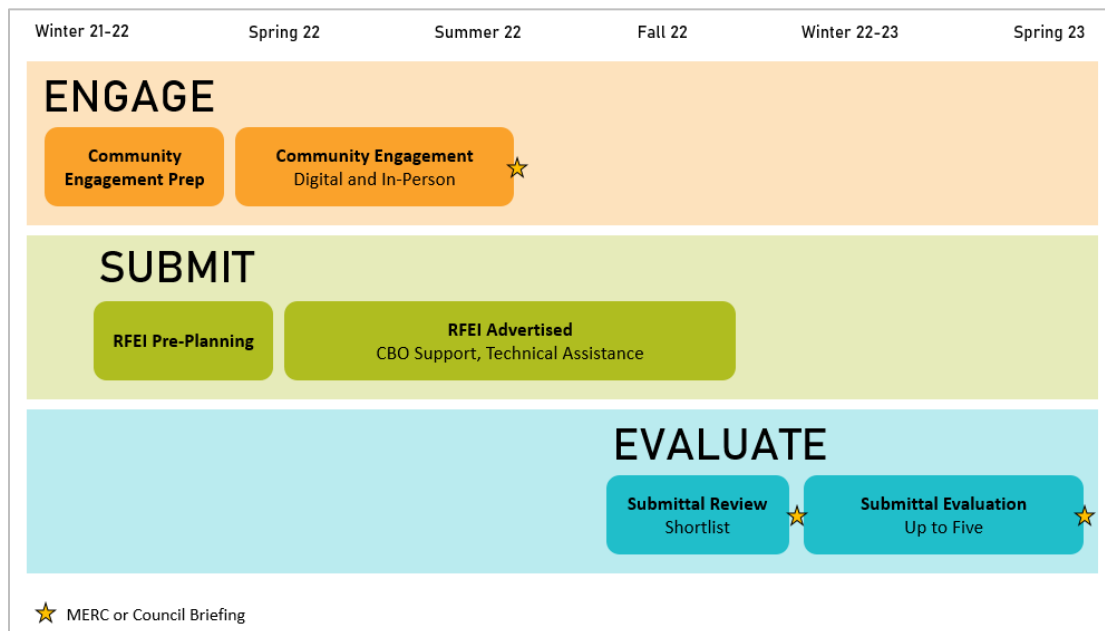
Chair Stoudamire-Phillips, MERC Commissioners, and Councilor Lewis:

We are pleased to report that Metro has received eight Request for Expressions of Interest (RFEI) submittals from local, national, and international companies and organizations. The proposed projects speak to a range of possible uses, from expanding the current use, to a complete redevelopment of the site for industrial use, and everything in between. The team is excited to reach this milestone in the Expo Future project and we now look forward to commencing our review and recommendation process.

As we continue our work, we will also be following up with our recommendations from your Joint Metro Council and MERC meeting on September 22nd, which include –

- Developing additional phases for the Expo Future project
- Working with MERC and Metro Council leadership to finalize a revised governance structure to support the new phases
- Ensuring that the current project team stays involved throughout the process

Our Project Team and Steering Committee structure will remain the same until we conclude our review and reporting process in early 2023.



We're also pleased to share the following progress updates –

Project Timeline Progress

1. Engage the community and potential partners

Now that the RFEI submission process has concluded, we will be tapering down our overall engagement efforts. We are now at the end of our 20-week engagement strategy to promote the RFEI opportunity and our online public survey. Over the winter, we will turn our focus inward and move our proposals through the review process. However, **the team will continue to provide monthly updates to MERC, Metro leadership, and our core project stakeholders.**

As reported previously, the Expo Future survey closed with over 1000 responses. We are working with our consulting partners to analyze the data, which will be incorporated in our Expo Future report to MERC and Metro Council in early 2023.

Here are some of our final metrics and activities as part of our October engagement work:

12,420	3217	1051	29	23,926
(9451)	(2371)	(640)	(25)	(13,993)
Total Website Visits	Unique Website Visitors	# Survey Respondents	Social Media Posts	Social Media Reach

Parenthesis indicates last month's reported numbers. Update social media reach reflects August reported numbers.

With the survey concluding on September 12th, the team focused on the project's communication strategy around the RFEI proposals announcements. Carolynne and Giyen developed a range of communication pieces, including –

- Press release
- Web content and social media posts
- FAQs and talking points for Metro and MERC Leadership
- Targeted email announcements to Metro and MERC leadership, Expo Center staff, Expo Future Stakeholder group, Tribal governments, survey respondents, and other key stakeholders
- Communications to our RFEI proposers

Looking ahead to Q1-2023, the team will be developing a similar strategy when announcing the report and recommendations of the review process.

2. Submit quality proposals for review

As we move forward in the RFEI process, our consulting partners, Cascadia Partners (CP) and the Metro project team, are working in parallel to conduct an initial review of the submittals. The eight projects are:

- **Oregon Black Heritage Museum** from Oregon Black Pioneers
- **Site of Conscience** and Cultural District from the Japanese American Museum of Oregon and Vanport Mosaic

- **Expo Center, Reimagined** from Expo Center Equity & Enhancement Partners and ASM Global
- **The Portland Re-Use Collective** from Community Cycling Center, Rebuilding Center, Community Warehouse, Free Geek, and Repair PDX
- **Specht-Colas Redevelopment** from Specht Development, Inc, Colas Development Group, Mackenzie, and Colas Construction
- **Storyteller** from CIP Consultants, Rena Solutions, Portland Film Office, Oregon Film and Kaiser+Path, Leo, LLC
- **Regional Regenerative Economy Hub** from Hemp Collaborative
- **Trammel Crow Redevelopment** from Trammel Crow

As mentioned previously, two of the eight projects listed are specific to honoring the cultural legacy of the Expo Center site. Consistent with our prior conversations about cultural legacy, they are limited in scope and are not full RFEI responses. A submittal summary can be found at the end of this report.

3. **Evaluate** the proposals with Guiding Principles

As you know, our Expo DOS Community Review Process has been established, beginning with a **Completeness Review** by Metro Staff, then a **Financial Review by a team of internal and external financial experts**. Based on Steering Committee and Project Team feedback, we are also completing a **Facility Function Review** to occur simultaneous with the financial review to ensure proposals make sense with what we know about the site and any limitations or known constraints.

Submissions that are complete and contain viable financial information will then be passed to the **Community Review** Committee. We will also conduct review of top submittals through our local **Government Partners**, and finally, submittals will be made available to **Tribal Governments** that do not submit an RFEI to get the benefit of their review and feedback.

Our current schedule for review is as follows –

Week of	Activity
10/17	<ul style="list-style-type: none"> • Internal completeness check
10/24	<ul style="list-style-type: none"> • 10/26 – Facilities Review Committee (Mtg 1 of 2) • 10/27 – Financial Review Committee (Mtg 1 of 2)
10/31	<ul style="list-style-type: none"> • 11/02 – Financial Review Committee (Mtg 2 of 2) • 11/03 – Facilities Review Committee (Mtg 2 of 2)
11/07	<ul style="list-style-type: none"> • 11/09 – Proposal Overview (Option 1 of 2) • 11/10 – Proposal Overview (Option 2 of 2)
11/28	<ul style="list-style-type: none"> • 11/29 – Community Review Committee Meeting (Mtg 1 of 2)
12/07	<ul style="list-style-type: none"> • 12/07 – Community Review Committee Meeting (Mtg 2 of 2)
12/16	<ul style="list-style-type: none"> • 12/16 – Government Review Committee Meeting

Other updates

As you know, we adjusted our project schedule slightly earlier this year and as of this writing this phase of the project remains on budget. We do not anticipate any further changes to our scope at this juncture.

Urban Land Institute (ULI) Study

On October 19th Metro and the Urban Land Institute hosted an all-day Expo Future Project workshop to consider the topics below:

- Specific strategies or lessons learned around creative public-private partnerships with a high level of community involvement and outreach
- Consideration of any local, state or federally funded programs, specifically infrastructure, job creation or clean energy that might be a funding source for this project
- Future risks that you predict might impact this project

Our panelists include –

- Frewine Kiros - Center for Equity and Inclusion; Lailah Luz LLC
- Michi Slick – Killian Pacific
- Kryn Sausedo - ECONorthwest
- Deb Meihoff – Communitas
- Quincy Brown – We All Rise
- Rob Bennett – EcoDistricts
- Sarah Zahn – Urban Development + Partners

We learned a lot and benefitted significantly from the outside view. While we have pages of notes, our primary takeaways from the panel discussion at the end of the day were –

- The Expo Future project is a significant opportunity. MERC and Metro should “think big” about how the site can be used and consider how that area might be built up in the future.
- The project may benefit from a master planning or visioning effort. This might help determine how MERC and Metro want to see happen at the site and sequence decision-making and future project phases.
- MERC and Metro Council should consider how the site supports the Region’s Comprehensive Economic Development Strategy (CEDS) and look for ways to maximize the opportunities and fill needs identified in the CEDS.
- Because of the historical nature site, this is an opportunity to honor the cultural legacy of that area in a deeply meaningful way. MERC and Metro should consider the development of a robust outreach strategy that incorporates the communities who have been impacted by the site, as well as other underrepresented groups, specifically including youth, who can help shape how the site should be used for future generations.

Thanks again for your ongoing involvement and interest in this work and please do not hesitate to reach out to us or any members of our Steering Committee or Project Team if you have any questions.



Expo Future Project

Request for Expressions of Interest (RFEI) & Cultural Legacy Proposals

The list is presented by type and in alphabetical order

Type	Project Name	Lead Organization(s)	Use	Vision for the Site (Summary – 75 words or less)
Cultural Legacy	Oregon Black Heritage Museum (OBHM)	Oregon Black Pioneers	Partial	OBHM would be a premier, state-of-the-art destination and resource for all communities. The building and grounds would be prominently designed to honor Oregon's Black ancestry, culture, perseverance, excellence, and prosperity.
Cultural Legacy	Site of Conscience	JAMO Vanport Mosaic	Partial (Hall A)	A permanent interpretive center that focuses on the history of forced displacements on this site, Indigenous Communities, the Japanese American Community, and the Vanport Community. This would include gallery space, a space for healing, office space, and gathering spaces.
RFEI	Expo Center, Re-imagined	Expo Center Equity & Enhancement Partners ASM Global (team lead)	Full	Builds upon Expo's core offering - consumer trade and hobby shows – and proposes to redevelop a portion of the site as a state-of-the-art multi-purpose events center capable of hosting community-based programming such as youth sports, live entertainment, and cultural/historic offerings.
RFEI	Regional Regenerative Economy Hub	Hemp Collaborative	Partial (Hall C and UP6)	The Hemp Collaborative proposes using the site as a hub for innovative climate action, social justice, research, and low-carbon industry drivers. The Hub will be a regional processing facility and small business incubator for industrial hemp fiber, which will catalyze just climate action by accelerating development of an industrial hemp regenerative economy.
RFEI	Specht-Colas Redevelopment	Specht Development, Inc Colas Development Group Mackenzie Colas Construction	Full	Partner with Metro and other selected industries to co-create a progressive and equitable commercial/industrial development project. They propose an iterative process where the team works with Metro and community to co-create a vision for a mixed-use campus, including determining how the project can honor the communities impacted by the site's history and memorialize their cultural legacy for future generations.
RFEI	Storyteller	CIP Consultants Rena Solutions Portland Film Office Oregon Film Kaiser+Path Leo, LLC	Partial (Halls C, D & E)	"Storyteller" is a professional multimedia campus driving economic growth and building regional community wealth. It aims to be a top-tier destination for media production, while simultaneously channeling needed resources, and providing a platform for those voices that continue to go unheard. It is a hub for the creative sector and fosters an environment of inspiration, training, and jobs.
RFEI	The Portland Re-Use Collective	Community Cycling Center Rebuilding Center Community Warehouse Free Geek Repair PDX	Partial (Halls B & C)	Proposes the site to be repurposed to be the nation's first Community Reuse Center, a public-private partnership between Metro and The Collective member organizations. This center will be a one-stop shop for material donations covering a wide range of uses, all in support of leveraging reclaimed resources in service of individuals living with low incomes.
RFEI	Trammel Crow Redevelopment	Trammel Crow	Full	Proposes to provide capital and project management for Metro's repurposing of Buildings A and B for leasing as below-market-rate industrial space for local businesses selected by Metro. The remaining site would be land leased to developer and used to develop Class-A industrial space leased at market-rates.