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# **MERC Commission Meeting**

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September 6, 2023  
12:30 pm

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Zoom Virtual Meeting

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# 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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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。

ការអោយដឹងពីការគោរពសិទ្ធិរបស់អ្នក ការគោរពសិទ្ធិរបស់អ្នក ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិរបស់អ្នក Metro ឬដើម្បីទទួលបានការបណ្តឹងសិទ្ធិរបស់អ្នក សូមទូរស័ព្ទលេខ 503-797-1890 (ម៉ោង 8 រំពឹងដល់ម៉ោង 5 ល្ងាច ថ្ងៃច័ន្ទ) ប្រាំពីរថ្ងៃ មុនថ្ងៃដែលអ្នកនឹងចូលរួមក្នុងការប្រជុំសាធារណៈ។

Metro إشعار بحقوقكم في Metro احترام حقوقكم في Metro من المملو من Metro حول برنامج Metro لخدمة ذوي الاحتياجات الخاصة أو لإبداء شكاوى ضد التمييز في Metro. إن كنتم بحاجة إلى مساعدة في اللغة، يرجى الاتصال بـ 503-797-1890 من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة قبل 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](http://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](http://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](http://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](http://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](http://www.oregonmetro.gov/civilrights). Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1890 (8 teev sawv ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntawm lub rooj sib tham.



Karis Stoudamire-Phillips  
Chair

Damien Hall  
Vice chair

Deidra Krys-Rusoff  
Secretary-treasurer

Dañel Malán

David Martinez

Deanna Palm

David Penilton

## Metropolitan Exposition Recreation Commission

### Meeting Agenda

September 6, 2023

12:30 to 2:30 p.m.

Zoom | Webinar ID: 856 1979 7028 Password: 462199

<b>12:30 p.m.</b>	<b>Call to Order and Roll Call</b>
<b>12:35</b>	<b>Citizen Communication</b>
<b>12:40</b>	<b>Commission / Council Liaison Communications</b>
<b>12:45</b>	<b>General Manager Communications</b> Steve Faulstick
<b>12:50</b>	<b>Financial Update</b> Will Norris
<b>12:55 p.m.</b>	<b>Venue Business Reports</b> Matthew P. Rotchford, Craig Stroud, Robyn Williams
<b>1:15</b>	<b>Consent Agenda</b> <ul style="list-style-type: none"><li>Record of MERC Actions June 7, 2023</li></ul>
<b>1:20</b>	<b>Action Agenda</b> <ul style="list-style-type: none"><li>Resolution 23-04: For the purpose of ratifying the collective bargaining agreement with the 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 28.</li><li>Resolution 23-05 For the purpose of approving facility rental rates for the fiscal years 2025 - 2027 at the Portland Expo Center.</li></ul>
<b>1:35</b>	<b>Travel Portland Quarterly Report</b> James Jessie
<b>2:00 p.m.</b>	<b>Expo Future Project Update</b> Paul Slyman and Giyen Kim

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# **MERC Commission Meeting**

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September 6, 2023  
12:30 pm

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Financial Report

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Date: September 6<sup>th</sup>, 2023

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

From: Will Norris, MERC Venues Finance Manager

Subject: September 2023 Financial Report – Preliminary FY2022-23 Yearend Numbers

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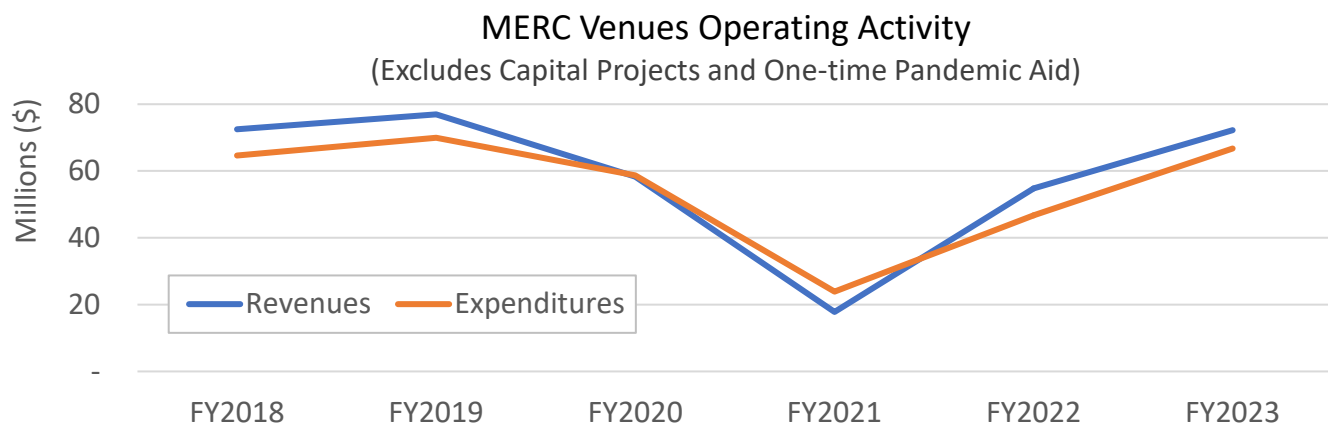
### Introduction

The attached financial reports include preliminary yearend financials for Fiscal Year (FY) 2022-23. This prior year is still undergoing account closing activities. The largest pending transaction is the lodging tax remittance from June hotel stays. Closing entries such as these mean that the ending fund balance for FY2022-23 is still a projection, but one that is made with a high-level of confidence with most FY2022-23 activities complete and recorded. All figures are subject to change until the external audit is completed in late Fall.

The venue financial reports have a slightly revised structure this month. Detailed capital project information on a MERC-wide basis is moved to its own page. Only a summary of capital project activity is included in each venue specific report. This allows for both more operating and capital project detail. Each venue report also now includes a graph of multi-year operating activity.

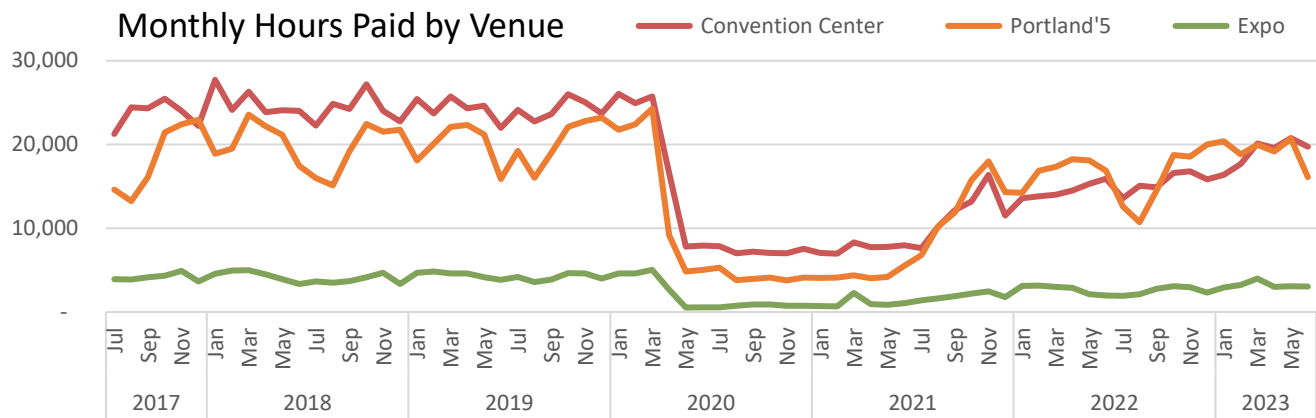
### Venue-wide Trends

The venues ended the year with an approximately 7.6% operating margin on total operating revenues of \$72.2 Million and total operating expenditures of \$66.7 Million. Operating revenues exceeded initial budget estimates by \$10 million or 16% while operating expenditures only exceeded budget by \$1.7 million or 3%. Overall, the MERC venues are expected to carryforward \$39.7 million into FY2023-24 which is slightly higher than the \$38.3 million assumed in the FY2023-24 Adopted Budget.



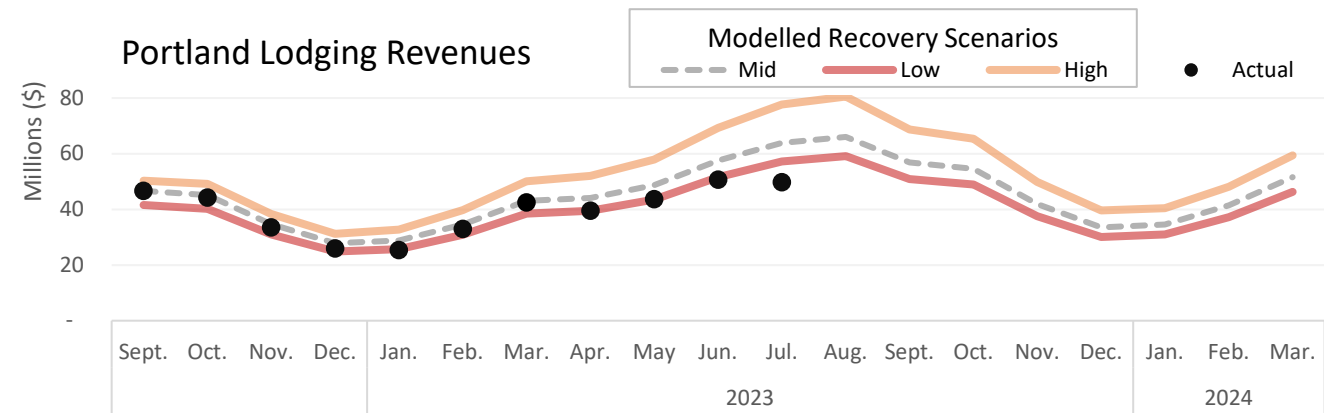
The MERC-wide 7.6% operating margin is narrower than the 11.4% projected in the June MERC Financial Report. The reason for the smaller margin is due to an exceptional number of maintenance projects that staff were able to complete in the last month of the fiscal year. These projects were long overdue and included repairing masonry, painting, and deep cleaning during the seasonally slow summer period.

The venues made significant progress rebuilding staffing in FY2023. The graph below shows paid labor hours per month for each venue. This includes all MERC employee hours and does not include contacted staff. It shows the lengthy process to rehire and retrain following the rapid reductions during the onset of the pandemic. Staffing hours in the final months of FY2023 were approaching 90% of pre-pandemic levels.

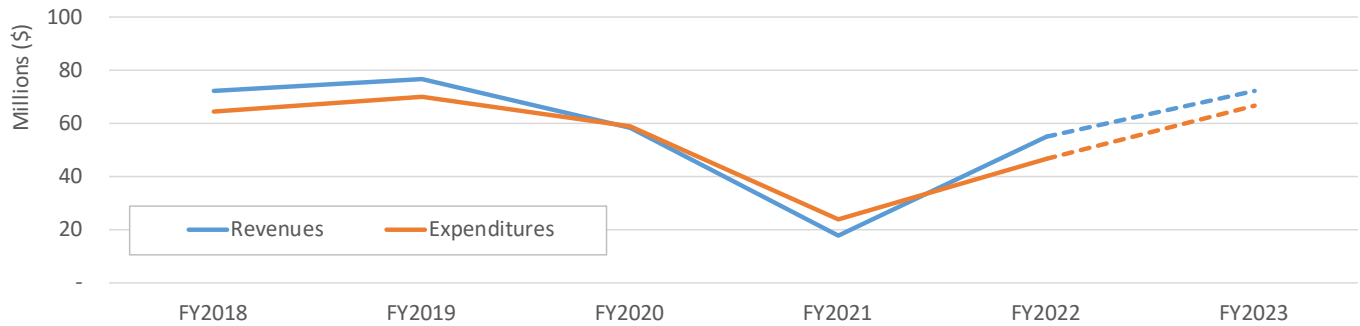


**Monitoring Lodging Tax Revenues** – Lodging activity continued to exhibit weakness moving into the summer months. Industry reported lodging activity for July was slightly below June’s figures. This is unusual as July and August were consistently peak months prior to the pandemic. Muted peak season revenues does fit post-pandemic patterns, however. This may be because July and August months are relatively less supported by room block reservations associated with group/conference activity and instead rely more on tourism demand. This new seasonal pattern may need to be incorporated into future projections if it proves to be durable.

Actual lodging revenues are shown in the graph below against the three recovery scenarios discussed at last winter’s MERC Budget Retreat. As a reminder, each scenario is meant as a guidepost to monitor the pace of lodging tax recovery and are not discreet predictions. These lodging tax projections will be updated with the next five-year forecast developed this Fall.



## Metropolitan Exposition Recreation Commission Venues



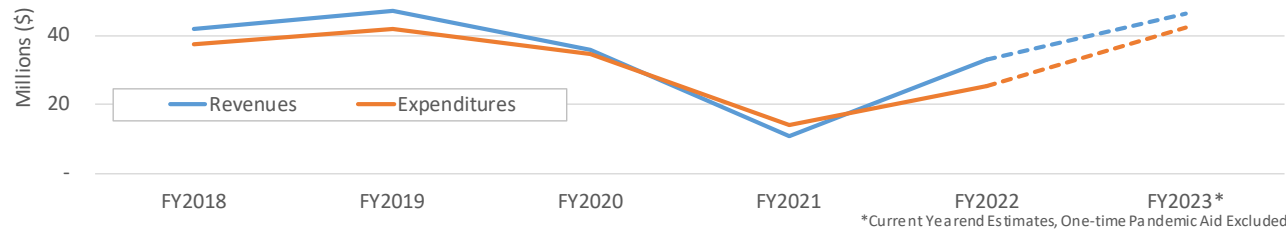
\*Current Year end Estimates, One-time Pandemic Aid Excluded

OPERATIONS	Current Fiscal Year 2022-23					Prior Fiscal Year	
	Adopted Budget	Actual thru June 2023 (100% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru June 2023	Actual thru June 2022	Year-End Actual
<b>REVENUES</b>							
Charges for Services	42,139,477	51,016,657	51,016,657	8,877,180	121%	35,302,902	35,302,902
Local Government Shared Revenues	17,852,624	16,513,805	17,870,814	18,190	93%	14,834,179	14,834,179
Contributions from Governments	1,053,584	1,053,584	1,053,584	-	100%	998,941	998,941
Contributions from Private Sources	190,955	128,557	128,557	(62,398)	67%	24,530	24,530
Grants	-	486,303	486,303	486,303		10,100,758	10,100,758
Interest Earnings	342,000	982,854	982,854	640,854	287%	290,060	290,060
Miscellaneous Revenue	134,895	207,479	207,479	72,584	154%	296,241	296,241
Transfers-R	480,000	480,000	480,000	-	100%	2,936,819	2,936,819
<b>REVENUE TOTAL</b>	<b>62,193,535</b>	<b>70,869,239</b>	<b>72,226,247</b>	<b>10,032,712</b>	<b>114%</b>	<b>64,784,430</b>	<b>64,784,430</b>
<b>EXPENDITURES</b>							
Personnel Services	26,084,569	22,255,906	22,255,906	(3,828,663)	85%	16,524,710	16,524,710
Materials and Services	29,157,287	34,728,315	34,723,315	5,566,028	119%	20,296,845	20,296,845
Transfers-E	9,750,358	9,750,358	9,755,358	5,000	100%	9,701,091	9,701,091
<b>EXPENDITURE TOTAL</b>	<b>64,992,214</b>	<b>66,734,579</b>	<b>66,734,579</b>	<b>1,742,365</b>	<b>103%</b>	<b>46,522,646</b>	<b>46,522,646</b>
<b>Operating Margin</b>							
Amount (\$)	(2,798,679)	4,134,660	5,491,668			18,261,783	18,261,783
Percent (%)	-4.5%	5.8%	7.6%			28.2%	28.2%

CAPITAL PROJECTS	Current Fiscal Year 2022-23					Prior Fiscal Year	
	Adopted Budget	Actual thru June 2023 (100% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru June 2023	Actual thru June 2022	Year-End Actual
<b>REVENUES</b>							
Contributions from Private Sources	40,000	40,000	40,000	-	100%	-	-
Local Government Shared Revenues	-	-	-	-		-	-
Contributions from Governments	-	850,000	850,000	850,000		150,000	150,000
Miscellaneous Revenue	-	-	-	-		726	726
Transfers-R	200,000	123,279	123,279	(76,721)	62%	-	-
<b>REVENUE TOTAL</b>	<b>240,000</b>	<b>1,013,279</b>	<b>1,013,279</b>	<b>773,279</b>	<b>422%</b>	<b>150,726</b>	<b>150,726</b>
<b>EXPENDITURES</b>							
Oregon Convention Center	3,098,000	1,704,586	1,704,586	(1,393,414)	55%	96,798	96,798
Portland's	2,793,965	2,191,066	2,191,066	(602,900)	78%	1,219,801	1,219,801
Portland Expo	690,000	39,212	39,212	(650,788)	6%	200,457	200,457
<b>EXPENDITURE TOTAL</b>	<b>6,581,965</b>	<b>3,934,863</b>	<b>3,934,863</b>	<b>(2,647,102)</b>	<b>60%</b>	<b>1,517,056</b>	<b>1,517,056</b>

FY2022-23 Beginning Fund Balance	37,099,376
Projected Change in Fund Balance	2,570,084
Projected Ending Fund Balance	39,669,460

# OREGON CONVENTION CENTER



Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru June 2023 (100% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru June 2023	Actual thru June 2022	Year-End Actual
<b>REVENUES</b>							
<b>Charges for Services</b>							
Food & Beverage	9,844,020	15,677,933	15,677,933	5,833,913	159%	7,508,691	7,508,691
Facility Rentals	4,585,000	5,123,481	5,123,481	538,481	112%	3,743,815	3,743,815
Parking Revenue	1,430,000	1,720,715	1,720,715	290,715	120%	1,638,203	1,638,203
All Other (AV, Utility Svcs. Etc.)	5,627,362	7,193,310	7,193,309	1,565,947	128%	4,854,731	4,854,731
<b>Local Government Shared Revenues</b>							
Lodging Excise Tax	13,926,355	12,673,280	13,897,291	(29,064)	91%	11,518,390	11,518,390
Visitor Facilities Trust Account	1,595,750	1,595,750	1,595,750	-	100%	1,227,500	1,227,500
<b>Contributions from Private Soui</b>	-	118,557	118,557	118,557		24,530	24,530
<b>Grants</b>	-	479,303	479,303	479,303		100,758	100,758
<b>Interest Earnings</b>	160,000	447,229	447,229	287,229	280%	109,445	109,445
<b>Miscellaneous Revenue</b>	18,500	63,652	63,652	45,152	344%	116,729	116,729
<b>Transfers-R</b>	-	-	-	-		2,128,592	2,128,592
<b>REVENUE TOTAL</b>	<b>37,186,987</b>	<b>45,093,210</b>	<b>46,317,220</b>	<b>9,130,233</b>	<b>121%</b>	<b>32,971,383</b>	<b>32,971,383</b>
<b>EXPENDITURES</b>							
<b>Administration</b>	2,476,083	1,276,339	1,276,339	(1,199,744)	52%	912,496	912,496
<b>Strategy &amp; Business Development</b>							
Marketing & Sales	5,901,201	6,621,970	6,621,970	720,769	112%	2,968,873	2,968,873
Admissions	309,653	239,974	239,974	(69,679)	77%	215,728	215,728
Ticket Services	50,571	24,553	24,553	(26,018)	49%	16,578	16,578
Guest Experience	166,255	322,747	322,747	156,492	194%	169,128	169,128
Parking	665,393	590,592	590,592	(74,801)	89%	207,853	207,853
<b>Facilities &amp; Operations</b>							
Facility Management	5,383,254	5,692,759	5,692,759	309,505	106%	3,718,117	3,718,117
Utility Services	1,111,979	1,475,190	1,475,190	363,211	133%	304,777	304,777
Audio Visual	1,391,775	1,798,512	1,798,512	406,737	129%	849,573	849,573
Telecommunications	575,970	590,471	590,471	14,501	103%	446,852	446,852
<b>Event Services</b>							
Setup	3,953,870	3,116,804	3,116,804	(837,066)	79%	2,004,033	2,004,033
Event Operations	1,059,782	1,070,157	1,070,157	10,375	101%	745,538	745,538
<b>Public Safety</b>	1,359,568	1,729,285	1,729,285	369,717	127%	1,154,405	1,154,405
<b>Food &amp; Beverage</b>	8,428,556	11,808,204	11,808,204	3,379,648	140%	5,588,916	5,588,916
<b>Non-Dept. (Ctrl Svcs. &amp; VFTA Exp</b>	6,036,074	6,036,074	6,036,074	-	100%	5,832,065	5,832,065
<b>EXPENDITURE TOTAL</b>	<b>38,869,984</b>	<b>42,393,632</b>	<b>42,393,632</b>	<b>3,523,648</b>	<b>109%</b>	<b>25,134,931</b>	<b>25,134,931</b>

Operating Margin			
Amount (\$)	(1,682,997)	2,699,578	3,923,588
Percent (%)	-4.5%	6.0%	8.5%

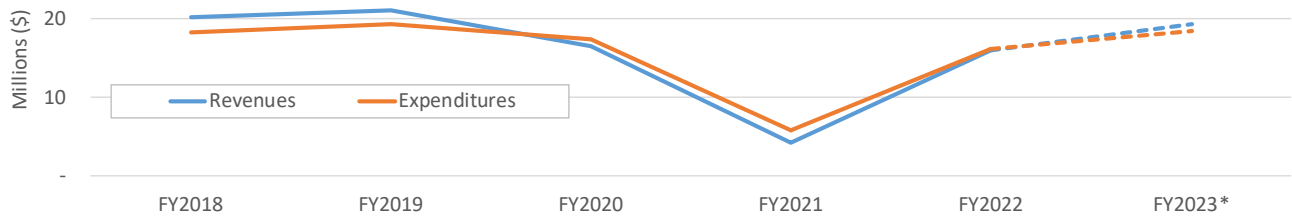
Operating Margin	
7,836,452	7,836,452
23.8%	23.8%

FY2022-23 Capital Projects						FY2022 Capital Projects	
	Adopted Budget	Actual thru June 2023	Year-End Estimate	Over / (Under) Budget	% Budget thru June 2023	Actual thru June 2022	Year-End Actual
REVENUES	-	-	-	-		-	-
EXPENSES	3,098,000	1,704,586	1,704,586	(1,393,414)	55%	96,798	96,798
<b>NET</b>	<b>(3,098,000)</b>	<b>(1,704,586)</b>	<b>(1,704,586)</b>			<b>(96,798)</b>	<b>(96,798)</b>

FY2022-23 Beginning Fund Balance	20,280,837
Projected Change in Fund Balance	2,219,002
Projected Ending Fund Balance	22,499,839

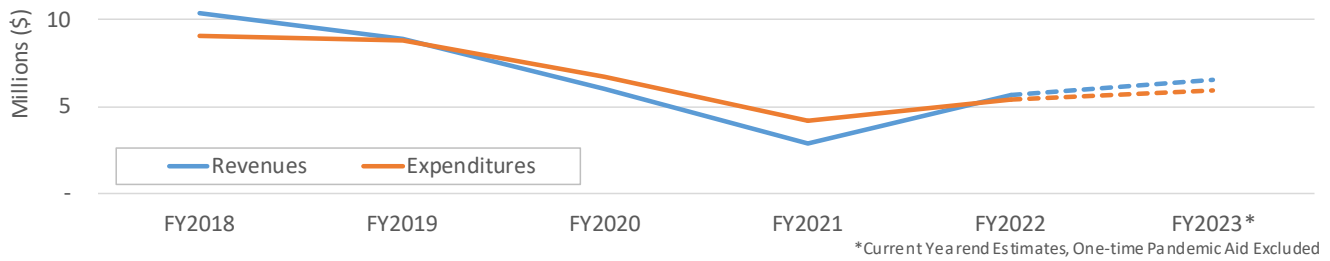


# PORTLAND'S PERFORMING ARTS VENUES



Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru June 2023 (100% of the Fiscal Year)	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru June 2023	Actual thru June 2022	Year-End Actual
<b>REVENUES</b>							
<b>Charges for Services</b>							
Ticket Services	5,154,317	6,236,754	6,236,754	1,082,437	121%	5,227,233	5,227,233
Production Services	3,215,343	2,658,091	2,658,091	(557,252)	83%	2,172,842	2,172,842
Booking & Sales	1,772,340	1,973,980	1,973,980	201,640	111%	1,735,493	1,735,493
Promoted Shows (P5 Presents)	1,315,000	739,537	739,537	(575,463)	56%	336,160	336,160
Admissions	1,370,887	1,229,317	1,229,317	(141,570)	90%	1,057,922	1,057,922
Food & Beverage	876,640	1,345,990	1,345,990	469,350	154%	1,058,338	1,058,338
All Other	1,646,458	1,604,259	1,604,259	(42,199)	97%	1,388,326	1,388,326
<b>Local Government Shared Revenues</b>							
Lodging Excise Tax	1,462,769	1,377,025	1,510,023	47,254	94%	1,420,789	1,420,789
Visitor Facilities Trust Account	494,000	494,000	494,000	-	100%	380,000	380,000
<b>Contributions from Governments</b>	1,053,584	1,053,584	1,053,584	-	100%	998,941	998,941
<b>Contributions from Private Source</b>	190,955	10,000	10,000	(180,955)	5%	-	-
<b>Grants</b>	-	7,000	7,000	7,000		10,000,000	10,000,000
<b>Interest Earnings</b>	176,000	468,637	468,637	292,637	266%	165,949	165,949
<b>Miscellaneous Revenue</b>	73,895	46,205	46,205	(27,690)	63%	96,492	96,492
<b>Transfers-R</b>	-	-	-	-		136,794	136,794
<b>REVENUE TOTAL</b>	<b>18,802,188</b>	<b>19,244,378</b>	<b>19,377,376</b>	<b>575,188</b>	<b>102%</b>	<b>26,175,280</b>	<b>26,175,280</b>
<b>EXPENDITURES</b>							
<b>Administration</b>	988,816	1,230,415	1,230,415	241,599	124%	1,080,817	1,080,817
<b>Sales &amp; Promotion</b>							
Booking & Sales	428,440	436,527	436,527	8,087	102%	278,503	278,503
Marketing & Advertisement	599,124	389,644	389,644	(209,480)	65%	234,000	234,000
Promoted Shows (P5 Presents)	1,253,590	736,037	736,037	(517,553)	59%	380,153	380,153
<b>Culture &amp; Community</b>	399,505	292,331	292,331	(107,174)	73%	163,252	163,252
<b>Facility Operations</b>							
Maintenance & Custodial	4,429,045	4,565,714	4,565,714	136,669	103%	4,488,498	4,488,498
Security	1,135,105	682,313	682,313	(452,792)	60%	650,120	650,120
<b>Event Services</b>							
Event Coordination	530,298	645,196	645,196	114,898	122%	532,238	532,238
Production Services	4,167,144	3,170,595	3,170,595	(996,549)	76%	2,743,264	2,743,264
Admissions	1,215,294	1,342,008	1,342,008	126,714	110%	945,240	945,240
Volunteer Services	137,470	102,938	102,938	(34,532)	75%	96,552	96,552
<b>Ticket Services</b>	2,078,556	2,337,523	2,337,523	258,967	112%	2,057,900	2,057,900
<b>Food &amp; Beverage</b>	58,756	13,265	13,265	(45,491)	23%	37,009	37,009
<b>Non-Dept. (Ctrl Svcs. &amp; VFTA Exp.)</b>	2,487,855	2,492,855	2,492,855	5,000	100%	2,529,964	2,529,964
<b>EXPENDITURE TOTAL</b>	<b>19,908,998</b>	<b>18,437,361</b>	<b>18,437,361</b>	<b>(1,471,637)</b>	<b>93%</b>	<b>16,217,510</b>	<b>16,217,510</b>
<b>Operating Margin</b>							
Amount (\$)	(1,106,810)	807,017	940,014			9,957,769	9,957,769
Percent (%)	-5.9%	4.2%	4.9%			38.0%	38.0%
<b>FY2022-23 Capital Projects</b>							
	Adopted Budget	Actual thru June 2023	Year-End Estimate	Over / (Under) Budget	% Budget thru June 2023	Actual thru June 2022	Year-End Actual
REVENUES	-	850,000	850,000	850,000		150,726	150,726
EXPENSES	2,793,965	2,191,066	2,191,066	(602,900)	78%	1,219,801	1,219,801
<b>NET</b>	<b>(2,793,965)</b>	<b>(1,341,066)</b>	<b>(1,341,066)</b>			<b>(1,069,075)</b>	<b>(1,069,075)</b>
<b>FY2022 Capital Projects</b>							
FY2022-23 Beginning Fund Balance			14,672,561				
Projected Change in Fund Balance			(401,051)				
Projected Ending Fund Balance			14,271,510				

# PORTLAND EXPO CENTER



Current Fiscal Year 2022-23						Prior Fiscal Year	
OPERATIONS	Adopted Budget	Actual thru June 2023 (100% of the Fiscal	Year-End Estimate	Estimate Over/(Under) Budget	Percent of Budget thru June 2023	Actual thru June 2022	Year-End Actual
<b>REVENUES</b>							
<b>Charges for Services</b>							
Food & Beverage	355,385	523,464	523,464	168,079	147%	483,017	483,017
Facility Rentals	1,888,352	2,062,015	2,062,015	173,663	109%	1,563,385	1,563,385
Parking Revenue	1,986,268	1,738,556	1,738,556	(247,712)	88%	1,237,590	1,237,590
All Other	1,072,105	1,189,257	1,189,257	117,152	111%	1,297,156	1,297,156
<b>Local Government Shared Revenues</b>							
Visitor Facilities Trust Account	373,750	373,750	373,750	-	100%	287,500	287,500
<b>Interest Earnings</b>	6,000	66,987	66,987	60,987	1116%	14,666	14,666
<b>Miscellaneous Revenue</b>	42,500	97,622	97,622	55,122	230%	83,021	83,021
<b>Transfers-R</b>	480,000	480,000	480,000	-	100%	671,432	671,432
<b>REVENUE TOTAL</b>	<b>6,204,360</b>	<b>6,531,651</b>	<b>6,531,651</b>	<b>327,291</b>	<b>105%</b>	<b>5,637,767</b>	<b>5,637,767</b>

<b>EXPENDITURES</b>							
<b>Administration</b>	516,547	473,977	473,977	(42,570)	92%	472,207	472,207
<b>Sales &amp; Marketing</b>	323,413	268,931	268,931	(54,482)	83%	159,420	159,420
<b>Facility Operations</b>	2,084,772	1,916,275	1,916,275	(168,497)	92%	1,436,106	1,436,106
<b>Special Services</b>	387,229	448,409	448,409	61,180	116%	560,995	560,995
<b>Event Coordination</b>	458,789	410,012	410,012	(48,777)	89%	267,717	267,717
<b>Admissions</b>	55,648	71,661	71,661	16,013	129%	54,349	54,349
<b>Ticket Services</b>	170,621	145,413	145,413	(25,208)	85%	110,758	110,758
<b>Food &amp; Beverage</b>	35,000	18,666	18,666	(16,334)	53%	67,764	67,764
<b>Parking</b>	314,534	283,563	283,563	(30,971)	90%	209,327	209,327
<b>Non-Dept. (Central Svcs. &amp; Debt)</b>	1,866,679	1,866,679	1,866,679	-	100%	1,831,562	1,831,562
<b>EXPENDITURE TOTAL</b>	<b>6,213,232</b>	<b>5,903,586</b>	<b>5,903,586</b>	<b>(309,646)</b>	<b>95%</b>	<b>5,170,204</b>	<b>5,170,204</b>

Operating Margin			
Amount (\$)	(8,872)	628,066	628,066
Percent (%)	0%	10%	10%

FY22 Operating Margin	
(3,932,614)	467,562
-317.8%	8.3%

FY2022-23 Capital Projects					
	Adopted Budget	Actual thru June 2023	Year-End Estimate	Over / (Under) Budget	% Budget thru June 2023
REVENUES	240,000	163,279	163,279	(76,721)	68%
EXPENSES	450,000	39,212	39,212	(410,788)	9%
<b>NET</b>	<b>(210,000)</b>	<b>124,067</b>	<b>124,067</b>		

FY2022 Capital Projects	
Actual thru June 2022	Year-End Actual
-	-
200,457	200,457
<b>(200,457)</b>	<b>(200,457)</b>

FY2022-23 Beginning Fund Balance	2,145,978
Projected Change in Fund Balance	752,133
Projected Ending Fund Balance	2,898,110

	Project	Project Description	FY2023					Project Status/Timeline	
			FY23 Budget	FY23 Spend YTD	% Spent	Unspent FY23 Budget	Yearend Estimate	Project Status	Est. Project Completion
OCC	85113	OCC F&B Levy Cap Investment	75,000	-	0%	75,000	-	Pending	FY2024
	85113b	Combi Oven Replacement	225,000	3,109	1%	221,891	3,109	Active	FY2024
	8N100	Performance Stage Stair Units	138,000	137,040	99%	960	137,040	Closed	FY2023
	8R298	OCC Int Door Access Cntrl	60,000	-	0%	60,000	-	Active	FY2025
	8R304	Public Safety Front of House Programming	150,000	-	0%	150,000	-	Active	FY2025
	8R222	Spires and Cresnet Glazing	1,000,000	191,982	19%	808,018	191,982	Active	FY2024
	8N086	OCC ADA Compliance Assessment	140,000	78,045	56%	61,955	78,045	Active	FY2024
	8N111	Camera Additions (Parking, Exterior, Lobby)	600,000	-	0%	600,000	-	Active	FY2024
	8R299	AV Audio System Upgrade	375,000	251,626	67%	123,374	251,626	Active	FY2024
	8R301	Compactor Replacement (Landfill, Recycle)	185,000	-	0%	185,000	-	Active	FY2024
	8R223C	OCC Waterproof:Rain Garden	150,000	47,808	32%	102,192	47,808	Active	FY2024
	8R250	OCC Waterproof:LoadDock&PPLV	600,000	439,478	73%	160,522	439,478	Active	FY2024
		All Other	-	555,498		(555,498)	555,498		
P5	8N105	P5 Venues Fall Protection	50,000	-	0%	50,000	-	Planning	FY2024
	8R261	AHH FoH Elevators	400,000	189,040	47%	210,960	189,040	Active	FY2024
	85115	P5 F&B Levy Cap Investment	100,000	-	0%	100,000	-	Planning	TBD
	8R254	ASCH sewer line replacement	1,420,000	1,145,566	81%	274,434	1,145,566	Active	FY2024
	8R263	ASCH Roof and Drains	50,000	1,097	2%	48,903	1,097	Planning	Unknown
	8R092	P5-ASCH-Acoustical Imp	115,000	110,064	96%	4,936	110,064	Active	FY2023
	8N095	Headset Upgrade	100,000	120,286	120%	(20,286)	120,286	Active	FY2023
	8N097	P5 - KA Asbestos Remediation	50,000	-	0%	50,000	-	Hold	Ongoing
	8N102	KellerCoolingTwrWrkPlatform	40,000	-	0%	40,000	-	Planning	FY2024
	8N103	AHH cooling tower work platform	40,000	-	0%	40,000	-	Planning	FY2024
	8R255	Keller Sound Gear Replace	-	94		(94)	94	Complete	FY2023
	8R247	Keller Cooling Project	-	46,071		(46,071)	46,071	Complete	FY2023
	8R258	Keller Balcony Fill Speakers	-	1,960		(1,960)	1,960	Complete	FY2023
	8R270	Newmark Stage Floor	50,000	8,180	16%	41,820	8,180	Planning	TBD
	TBD	Keller Light Board	150,000	-	0%	150,000	-	Planning	TBD
	8R273	ASCH Sound Board	100,000	-	0%	100,000	-	Planning	TBD
	8R269	ASCH Generator Replacement	80,000	-	0%	80,000	-	Solicitation	FY2025
	8R316	ASCH Cooling Tower	400,000	7,320	2%	392,680	7,320	Active	FY2024
		All Other	-	561,388		(561,388)	561,388		
EXPO	8N106	Metro Outfalls Decommissioning	100,000	14,510	15%	85,490	14,510	Active	
	8R266	Expo Transformer	100,000	23,279	23%	76,721	23,279	Complete	
	85114	EXPO F&B Levy Cap Investment	250,000	1,423	0%	248,577	1,423	Planning	

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# **MERC Commission Meeting**

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September 6, 2023  
12:30 pm

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Consent Agenda

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**Metropolitan Exposition Recreation Commission**  
**Record of MERC Commission Actions**  
June 7, 2023  
Virtual Zoom Meeting

<b>Present:</b>	Karis Stoudamire-Phillips, Damien Hall, Deidra Krys-Rusoff, Dañel Malán, David Martinez, Deanna Palm and David Penilton
<b>Absent:</b>	None
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Stoudamire-Phillips at 12:31.
<b>1.0</b>	<b>Quorum Confirmed</b> A quorum of Commissioners was present.
<b>2.0</b>	<b>Opportunity for Public Comment on Agenda and Non-Agenda items</b> <ul style="list-style-type: none"> <li>None.</li> </ul>
<b>3.0</b>	<b>Commission and Council Communications</b> <ul style="list-style-type: none"> <li>Commissioner Martinez thanked the team for their responsiveness around the Schnitzer AC issues.</li> <li>Commissioner Palm congratulated the team involved with the Metro State of the Region event yesterday and noted that our venues were highlighted in the speech.</li> <li>Commissioner Pendleton attended the IPW event held in San Antonio and noted that the international market showed great interest in this area.</li> <li>Chair Stoudamire-Phillips shared appreciation for the inclusion of recent Travel Portland and FAM events and continued opportunities to connect with guest and help showcase our city.</li> <li>Councilor Rosenthal highlighted the upcoming Juneteeth Rodeo at Expo and thanked Councilor Simpson and Expo Staff for their work to bring this event to our venue. Metro staff and regional delegates traveled to Washington DC this week to work on identifying funding for the I5 bridge project. In a recent public opinion survey around local government, it was noted that homelessness was the largest issue. You can access the Metro dashboard around housing data and note some of the progress being made. Council approved spending on parks and riverside development in the OMSI District and support for the process of the Albina Vision Trust pursuing development of land adjacent to the Convention Center.</li> </ul>
<b>4.0</b>	<b>GM Communications</b> Steve Faulstick provided the following updates: <ul style="list-style-type: none"> <li>Venues staff is are wrapping up budget work on FY23 and are excited to launch some new plans in the coming year.</li> <li>Currently working through employee reviews and the next Metro-wide survey will go live this summer.</li> <li>Thanked Commissioners for their involvement in the recent Travel Portland / familiarization events.</li> <li>The July MERC meeting with be canceled. The next joint Council and MERC will be held on July 18.</li> </ul>
<b>5.0</b>	<b>Financial Report</b> Will Norris presented a financial update: <ul style="list-style-type: none"> <li>Commissioner Krys-Rusoff asked about lodging revenue scenarios. Norris noted a slight increase for the first half of May but overall, we are still in the mid to low recovery range. It is still sufficient to fully fund the portion of the lodging tax that supports operations. Capital project have been ranked and prioritized if adjustments are needed.</li> </ul>
<b>6.0</b>	<b>Venue Business Reports</b> Matthew P. Rotchford, Craig Stroud and Brian Wilson reported on business at the venues during the past month.

	<ul style="list-style-type: none"> <li>Commissioner Penilton asked about a need for volunteers for the upcoming National Veterans Wheelchair Games. Stroud noted the engagement around staffing and volunteer management and did not identify any challenges at this time.</li> </ul>
<b>7.0</b>	<p><b>Consent Agenda</b></p> <ul style="list-style-type: none"> <li><b>Record of MERC Actions, May 3, 2023</b></li> </ul> <p>A motion was made by Commissioner Kryz-Rusoff and seconded by Commissioner Penilton, to approve the Consent Agenda.</p> <p><b>VOTING: AYE: 7 (Stoudamire-Phillips, Hall, Kryz-Rusoff, Malán, Martinez, Palm and Penilton)</b>  <b>NAY: 0</b></p> <p><b>MOTION PASSED</b></p>
<b>8.0</b>	<p><b>Action Agenda</b></p> <ul style="list-style-type: none"> <li><b>Resolution 23-02 For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2023-24.</b></li> </ul> <p>A motion was made by Commissioner Palm and seconded by Commissioner Penilton, to approve Resolution 23-02.</p> <p><b>VOTING: AYE: 7 (Stoudamire-Phillips, Hall, Kryz-Rusoff, Malán, Martinez, Palm and Penilton)</b>  <b>NAY: 0</b></p> <p><b>Resolution 23-02 passed.</b></p> <ul style="list-style-type: none"> <li><b>Resolution 23-03 For the Purpose of Ratifying the ILWU 28 CBA.</b>  Christina Longo</li> </ul> <p>A motion was made by Commissioner Penilton and seconded by Commissioner Palm, to approve Resolution 23-02.</p> <p><b>VOTING: AYE: 7 (Stoudamire-Phillips, Hall, Kryz-Rusoff, Malán, Martinez, Palm and Penilton)</b>  <b>NAY: 0</b></p> <p><b>Resolution 23-03 passed.</b></p>
<b>9.0</b>	<p><b>Travel Portland Quarterly and EDI Reports</b>  James Jessie and Angela Nelson</p> <ul style="list-style-type: none"> <li>Commissioner Kryz-Rusoff appreciated the achievements in EDI focused efforts. Kryz-Rusoff asked about recent customer comments around safety issues during events. The FAM feedback was generally positive but still encountered some concerning issues.</li> <li>Commissioner Penilton commented on the recent convention attendee tracking software and asked if data around pre and post travel or revenue spent is available. Jessie noted the tracking is geo-location based through cell phone data and is focused on location and not spending.</li> <li>Councilor Rosenthal asked about the level of customer safety concern around TriMet / MAX travel. Jessie noted the concern is included with the larger safety issues. Groups still receive free passes for travel and most safety issues reported were not specific to public transit but rather on property.</li> <li>Commissioner Martinez noted safety will be an ongoing topic and recommended a future conversation around coordinating responses and increased tracking.</li> <li>Commissioner Penilton highlighted a need to work collaboratively on regional safety issues that are not specific to just Portland.</li> </ul>
<b>10.0</b>	<p><b>Expo Future Project Update</b></p>

	<p>Paul Slyman and Giyen Kim</p> <ul style="list-style-type: none"> <li>• Commissioner Krys-Rusoff requested the historical memorialization of the site be prioritized and a focal point for the project. Krys-Rusoff asked about the recent project budget amendments and Slyman confirmed that it will come from the Metro general fund.</li> <li>• Councilor Rosenthal emphasized Slyman's comments on the commitment of Metro Council to this project and needing to commit adequate funding to accomplish our goals. Rosenthal asked if any E-Sport discussions are happening. Kim responded yes, and we are in continued conversations with Sport Oregon around the definition. It will be included in the questions for the sports feasibility study.</li> </ul>
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 2:22 p.m.</p>

Minutes submitted by Amy Nelson.

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# **MERC Commission Meeting**

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September 6, 2023  
12:30 pm

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Action Agenda

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**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. #23-04**

For the purpose of ratifying the collective bargaining agreement with the 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 28.

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

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

**WHEREAS**, the Union membership ratified the collective bargaining agreement on August 30, 2023; and

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

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

- 1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the Metro Chief Operating Officer or their designees to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on September 6, 2023.

Approved as to form:

Carrie MacLaren, Metro Attorney

\_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Nathan A. S. Sykes, Deputy Metro Attorney

\_\_\_\_\_  
Secretary/Treasurer

## **MERC STAFF REPORT**

**Agenda Item/Issue:** For the purpose of ratifying a collective bargaining agreement with the 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 28.

**Resolution No.:** 23-04      **Presented by:** Christina Longo, Labor and Employee Relations Supervisor

**Date:** September 6, 2023

### **Background and Analysis:**

The MERC – IATSE 28 collective bargaining agreement represents a contract of the terms and conditions of employment for fifteen Regular Department Heads and additional Relief Department Heads and Extra Stage Labor. These employees support Portland's Centers for the Arts by performing duties of stage operations including, but not limited to, sound, carpentry, props, electrical and fly systems, and wardrobe. The current collective bargaining agreement between MERC and IATSE 28 expired on June 30, 2022.

On August 18, 2022, both parties agreed on an eighteen-month contract extension which included agreement on current (6% COLA) and fiscal year 2024 wages (4.5%) and required successor bargaining begin prior to July 30, 2023. Both parties agreed a successor agreement could supersede this contract extension.

Management entered into a discussion with the Union on July 10, 2023 to renew the contract. Negotiations continued in an efficient and productive manner and bargaining concluded on August 25, 2023. IATSE 28 membership ratified this agreement on August 30, 2023.

This staff report and resolution are respectfully submitted to ratify the contract between IATSE 28 and MERC/Metro for the period September 6, 2023 through June 30, 2026. This three-year agreement contains the following key economic elements:

### **Wages**

Annual Adjustments for all job classifications:

Effective July 1, 2024, wages will be increased by the CPI-U, West Region, as released in December 2023 for the previous 12 months, but no less than 3.5% and no more than 8%.

Effective July 1, 2025, wages will be increased by the CPI-U, West Region, as released in December 2023 for the previous 12 months, but no less than 3.5% and no more than 8%.

### **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:** Utilizing the CPI-U, west Region, as released in December prior to the new fiscal year allows for sufficient advance time to address budget allocation in each fiscal year budget to accommodate the proposed contract changes.

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

**Recommendation:** Recommend approval of Resolution No. 23-04 which states the MERC Commission approves ratification of the contract.

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# **COLLECTIVE BARGAINING AGREEMENT**

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**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 28**

**Effective ~~July 1, 2019 – June 30, 2022~~  
September 6, 2023 to June 30, 2026**

## Table of Contents

ARTICLE I: Union Recognition and Hiring.....	3
ARTICLE II: Management Rights.....	7
ARTICLE III: Jurisdiction .....	8
ARTICLE IV: Probation and Breaks in Service.....	11
ARTICLE V: Scheduling.....	11
ARTICLE VI: Wages; Overtime & Conditions .....	13
ARTICLE VII: Health and Welfare .....	18
ARTICLE VIII: Vacation .....	21
ARTICLE IX: Retirement Benefits.....	22
ARTICLE X: No Strike or Lockout .....	22
ARTICLE XI: Discipline and Discharge .....	23
ARTICLE XII: Resolution of Disputes .....	24
ARTICLE XIII: Miscellaneous Provisions .....	27
ARTICLE XIV: Safety and Workers' Compensation .....	28
ARTICLE XV: First Opportunity Target Area Recruitment.....	29
ARTICLE XVI: Recording - Video and Audio.....	29
ARTICLE XVII: Overpayments and Underpayments of Wages and Benefits .....	30
ARTICLE XVIII: Family, Medical, and Sick and Other Leaves .....	31
ARTICLE XIX: Paid Time Off Accruals for Relief Department Heads and Extra Stage Labor .....	34
ARTICLE XX: Term and Termination .....	35
LETTER OF AGREEMENT .....	38

## Agreement

THIS AGREEMENT, ~~is made and entered into effective July 1, 2019,~~ by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, an appointed Commission of Metro (hereinafter referred to as the “Employer” ~~or “MERC”~~), and LOCAL 28, 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 (hereinafter referred to as the “Union”).

### ~~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.

#### ARTICLE I: Union Recognition and Hiring

1.1 The Employer recognizes the Union as the sole exclusive bargaining representative for all of its employees as set forth in the wage classifications herein.

1.1.1 This Agreement includes only Regular Department Heads, and Relief Department Heads and Extra Stage Labor hired by the Employer as specified.

1.1.1.a Regular Department Head as used in Article 1.1.1 and throughout the collective bargaining agreement includes all employees of the Employer who are directly hired and regularly scheduled to perform the duties of stage operations within the job classifications for which they were hired.

1.1.1.b Relief Department Head as used in Article 1.1.1 and throughout the collective bargaining agreement includes all employees of the Employer, other than Regular Department Heads and Extra Stage Labor, who are called from the Union hall to fulfill the duties of a Regular Department Head as a substitute. The schedules of Relief Department Heads may vary widely with no guaranteed minimum number of work hours, except the minimums required by this agreement.

1.1.1.c Extra Stage Labor as used in Article 1.1.1 and throughout the collective bargaining agreement includes all employees of the Employer, other than Regular Department Heads and relief Department Heads, who perform stagecraft work at the Portland's venues, including but not limited to extra

"stage maintenance labor" and extra "event stage labor."

This Agreement ~~shall~~ specifically excludes s all extra stage labor employed by clients of the Employer; supervisors, security personnel, building maintenance employees, clerical employees, casual non-stagehand labor, box office employees, ushers, ticket takers, and other professional trades employees.

- 1.1.2 Metropolitan Exposition-Recreation Commission (MERC) meetings, Metro Council meetings, or other MERC or Metro in-house activities conducted at the Portland's Centers for the Arts facilities ~~shall will~~ not require the services of any employees covered by this Agreement, so long as only general house lights are utilized, and the sound reinforcement system, computerized lighting board or any house curtains are not utilized.

**1.2 Dues and Work Fees**

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 Regular Department Heads who have provided the Employer with written authorization for such deductions. Dues/work fees authorizations ~~shall will~~ 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 will~~ be forwarded to the Union. The Employer ~~shall will~~, no later than ~~15 fifteen~~ calendar days after each payday, remit all dues and work fees from employees' pay to the Union.

- 1.2.1 Work fees will be deducted in an amount of gross wages per pay period as designated by the Union.

- 1.2.2 Regular Department Heads' membership dues will be deducted in an amount equal to ~~1/26~~ one-twenty-sixth of the total annual membership fees per pay period worked. No payroll deduction of dues will be made for any pay period in which the earnings 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 earnings to cover the deduction of the applicable dues or fees. The Union will be the holder of records concerning union membership status.

- 1.2.3 Regular Department Heads who are not members of the Union may choose to voluntarily pay an amount equal to union dues. The Employer ~~shall will~~ deduct such voluntary payments in accordance with and on the same terms as provided in section 1.2.

- 1.2.4 **Indemnification:** The Union agrees that it will indemnify, defend, and save ~~MERC, Metro-Employer~~, 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.

**1.3 Equal Opportunity:** Both the Employer and the Union recognize and promise to adhere to

the principles of equal opportunity and agree to cooperate with each other in complying with all applicable federal, state, and local laws and regulations. Both parties to this Agreement agree not to discriminate with regard to conditions of membership in the Union, and employment by and with the Employer in any manner regarding race, color, 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.

#### 1.4 **Hiring – Regular Department Heads**

1.4.1 **Regular Department Heads:** The parties agree that the Employer is solely responsible for selecting and hiring Regular Department Heads. ~~The parties also agree that the Union has expertise in the areas covered by this Agreement. The parties agree to work together to maintain the high level standards currently in place.~~ The selection of Regular Department Heads shall will not be subject to grievance, except that current employees may grieve transfer or promotion decisions on the basis of equal opportunity as provided in 1.3.

~~1.4.2 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. The Employer and the Union shall provide ongoing training and education for all Department Heads. MERC, upon written request and giving due consideration to the facility needs, will make equipment and/or facilities available without charge for training purposes.~~

#### 1.5 **Hiring - Relief Department Heads and Extra Stage Labor**

1.5.1 The Union will 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.

##### 1.5.2 Filling calls:

1.5.2.a The Union will be given the first opportunity to refer applicants to the Employer for employment, and the Employer can hire from other sources only if the Union cannot supply the needed employees within the timeframes outline in Article I, Section 1.5.2.b and Article V, Section 5.3.

1.5.2.b In accordance with Article V, Section 5.3, the Employer will provide 14 days advance notice for all new work calls that require extra stage labor workers. When the Employer provides at least 14 days' advance notice, the Union will provide the call list at least seventy-two hours in advance of the start of the call.

1.5.2.c When the Employer states bona fide requirements or special skills and abilities in the request for employees, the Union will refer the first person on the list possessing such skills and abilities. The Employer may request referral by name, without regard to contrary hiring hall rules, in writing or by email explaining the reason for the specific request. The Union will make a good faith effort to comply with such requests, provided they are based on skills and qualifications (such as experience working with the equipment in the specific venue) and are not arbitrary or discriminatory.



1.5.2.d If work assigned by the Employer requires license or certification, the Union will provide only personnel possessing current valid licensure or certification. Employer retains the right to request proof of licensure or certification from the Union, when applicable.

1.5.2.e When riggers are specified for a work call, preference will be given to referents who hold ETCP or similarly recognized certification. The Union will provide personnel who possess the necessary level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer.-

1.5.2.f The Union agrees to inform employees that they are required to arrive at any work calls with:

- i. All Extra Stage Labor, excluding Wardrobe: basic hand tools including hammer, adjustable wrench, pliers, diagonal cutters, screwdrivers, and gloves;
- ii. Wardrobe: work apron, scissors, safety pins, flashlight, needle and thread.

### 1.5.3 Non-Discrimination

The Union agrees that when referring applicants for employment, its selection will be made in a lawful, non-discriminatory manner in accordance with the Union's Hiring Hall Rules. It is further agreed that the Hiring Hall Rules will adopt reasonable standards or criteria for the making of referrals and that such standards or criteria will be consistent with the terms of this Agreement and applied on a uniform basis. No modifications to the Union Hiring Hall Rules will be adopted which are contrary to this Agreement.

1.5.4 The Employer has the right to reject, in writing, any job applicant referred by the Union in accordance with the provisions of this Agreement. The written notice to the Union must specify the cause for the rejection.

## **1.6 Continuing Education, Licenses and Training**

1.6.1 The Employer ~~shall~~will support the Union in a continuing education program in stagecraft and ~~shall~~ will assist in providing Regular Department Heads with related training education.

1.6.2 If work assigned by the Employer requires an electrical license to be held by a Regular Department Head the licensing fees, tuition and materials ~~shall~~ will be reimbursed or paid by the Employer.

1.6.3 The Employer may require employees, including but not limited to Regular Department Heads, to participate in additional training related to the Employer's needs and the employee's job description. When such training is required, tuition and materials ~~shall~~ will be reimbursed or paid by the Employer. Training hours will be counted as hours worked and ~~shall~~ will be compensated at straight time.

Training or meetings scheduled on the same day as a separate work call will not be subject to minimum call provisions described in Article VI, Section 6.4.1 when there is no more than a two-hour break between end of the first activity and the scheduled start time of the second activity. All other working conditions will remain in effect.

- 1.6.4 The Employer may direct employees, including but not limited to Regular Department Heads, covered by this agreement possessing expertise in stagecraft and knowledge and experience relating to their departments to train others. When such training is required, they ~~shall~~ will be compensated for training.
- 1.6.5 The Employers agrees, in addition to all wages and other sums required to be paid under this agreement, to pay the further sum of one percent (1%) of the gross wages earned by each employee to the IATSE Local 28 Training Fund. Such payment will be due and payable for work performed on and after the effective date of this Agreement and will be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union and an equal number of Trustees appointed by participating employers, said payments are to be deposited in the account in the name of "I.A.T.S.E. Local 28 Training Fund" and will be under the control of said Joint Board of Trustees; such contributions will be utilized for the purpose of supporting the education of stagehands.
- 1.6.6 The Employers agrees, in addition to all wages and other sums required to be paid under this agreement, to pay the further sum of one-half percent (.5%) of the gross wages earned by each employee to the IATSE Entertainment and Exhibition Industries Training Trust Fund. All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund will be made by check payable to the "IATSE Training Trust Fund", no later than the twentieth day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions will be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.
- 1.6.7 The Union will provide, on an annual basis, every January 30, an accounting of all training provided to bargaining unit employees, disaggregated by employee, date of training, and name of training, using training trust funds outlined in Article I, Sections 1.6.5 and 1.6.6. Employer reserves the right to discontinue payments under Article I, Sections 1.6.5 and 1.6.6, if a majority of bargaining unit employees employed by Employer within the preceding twelve months have not received any training funded by either of the training trusts.

## **ARTICLE II: Management Rights**

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

to the following, diminished only as required by law and this Agreement:

- 2.1.1 Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments.
- 2.1.2 Planning, directing, controlling and determining the operations or services of ~~Metro and/or MERC;~~ Employer.
- 2.1.3 Determining the methods, means, and, subject to Article III Sec. 3.2, the number of personnel needed to carry out any department's or facility's mission.
- 2.1.4 Hiring and assigning or transferring employees within or between departments or facilities.
- 2.1.5 Promoting, suspending, disciplining or discharging, consistent with this Agreement.
- 2.1.6 Laying off or relieving employees due to lack of work or funds.
- 2.1.7 Introducing new or improved methods, equipment or facilities; and
- 2.1.8 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 the work rule to be arbitrary and/or capricious.

### **ARTICLE III: Jurisdiction**

- 3.1 This Agreement ~~shall only apply~~ applies to the Portland's ~~Centers~~ Center for the Performing Arts. It is understood and agreed that the Union has jurisdiction over all stagecraft performed by stagehands employed by the Employer to work in Portland's Centers for the Arts facilities as described in Section 3.2.
- 3.2 Both parties to this Agreement ~~hereby~~ recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
  - 3.2.1 There ~~shall will~~ be five ~~(5)~~ production departments that cover the working jurisdiction and responsibilities of the Union under this Agreement. These departments are ~~to be~~ known as ~~(1)~~ Carpentry, ~~(2)~~ Electric, ~~(3)~~ Sound, ~~(4)~~ Fly and ~~(5)~~ Property. There ~~shall will~~ be a Regular Department Head for each department. Each Regular Department Head ~~shall will~~ appropriately maintain the equipment and coordinate the personnel working within their production department.

- 3.2.2 At the Keller Auditorium and the Arlene Schnitzer Concert Hall, the first five ~~(5)~~ stage labor employees ~~shall will~~ be Regular Department Heads and employees of MERC Employer. At the Newmark Theatre, the first four ~~(4)~~ stage labor employees ~~shall will~~ be Regular Department Heads and employees of MERC Employer. The first ~~(1<sup>st</sup>)~~ stage labor employee at the Winningstad Theatre ~~shall will~~ be a Regular Department Head and an employee of MERC Employer. For commercial productions or when the fly system is active during performances and rehearsals, there will be an additional Department Head in addition to a Regular Department Head in the Winningstad Theater. For theatrical productions in the Brunish Theatre, the Employer will request the Hiring Hall dispatch a qualified worker a Relief Head will be assigned to work a minimum call for both the load in and the through load out at Regular Department Head pay. ~~If the Employer calls stage labor to the Brunish Theatre, the terms of this agreement apply.~~
- 3.2.3 A minimum of two Department Heads will be required backstage during any performance in the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Newmark Theatre. At least one Department Head ~~shall will~~ be employed at all times during the load in, operation, and load out of recording equipment. ~~Reductions from these minimums shall be determined by mutual agreement of the Union and the Employer in accordance with the needs of the event.~~
- 3.2.4 The minimum head requirements above do not apply to department-specific maintenance work, inspections of the equipment or systems, and pre-production work that is not load-in, pre-hang, pre-rig, or advance call work. At least one head will be called for such work.
- 3.2.5 Reductions from these ~~se~~ minimums in this section (3.2.2) shall will be determined by mutual agreement of the Union Business Representative and the Employer's authorized representative in accordance with the needs of the event.
- 3.2.6 At the Newmark Theatre, when a production brings an Orchestra to perform from the pit, an additional Department Head will be assigned for setting and striking the Orchestra pit and during all rehearsals and performances. This provision will not supersede a client's Collective Bargaining Agreement with IATSE.
- 3.2.7 When a production uses a box truck or trailer measuring 26 feet or less, a minimum of two truck loaders will be employed for the call. When a production uses a truck or trailer measuring over 26 feet, a minimum of four (4) truck loaders will be employed for the call. Double stacked, overloaded, improperly secured, or otherwise problematic loads will require additional loaders to be handled safely.

- 3.3 Personnel engaged by the Employer to perform the work covered under this Agreement ~~shall~~ will be considered employees of the Employer, which has the ultimate right of control and direction of the employees during the event in question. All employees ~~shall~~ will conform to work rules regarding procedures and methods of operation. The Employer will provide all specialized tools necessary for each Regular Department Head's position. Any tools purchased by the Employer become property of the Employer and will remain on the Employer's premises at all times, without written consent of the Employer.
- 3.4 Assignment of Department Heads: The Employer ~~shall~~ will determine the specific job assignments of all individuals employed under this Agreement. Employer acknowledges that Department Heads, who are primarily assigned to a specific venue, are the experts in their position in that venue, and it is in the best interest of the Employer to keep them in these venues. While the Employer has the right to reassign Department Heads as business needs dictate, these reassignments will not be done arbitrarily or capriciously. The Employer may move Department Heads to different venues on a temporary basis based on special needs (e.g., absence of the Regular Department Head, need for particular skills, training a new hire) and provided the Regular Department Head is qualified to perform the temporary job. No Regular Department Head's assignment outside the department head's regular venue or department will interfere with the safe and professional execution of their primary responsibilities to the Employer as a head of department. The Employer and the Union further recognize and agree that all Department Heads may be assigned to work in all areas if qualified, may be required to rotate positions from time to time, and may be assigned to perform work as required or as needed without regard to venue or departmental distinction. A Department Head may perform tasks in other areas without regard to departmental distinction; however, it is understood that these tasks shall not interfere with the safe and professional execution of their primary responsibilities to the Employer as a head of department.
- 3.5 Payroll Coordinators. When the Union refers Extra Stage Labor to the Employer, if the Employer determines a Payroll Coordinator is needed, the Union will include among the employees referred for each call at least one individual qualified to perform the duties of Payroll Coordinator. The Employer will have the final decision of who the Payroll Coordinator will be for each attraction.
- 3.5.1. The Payroll Coordinator will be paid the Special Operator rate shown in Exhibit A of the parties' collective bargaining agreement.
- 3.5.2. The Payroll Coordinator, will perform the following duties:
- a. Check the list of employees referred and keep a daily record, in the format provided by the Employer, of time worked by each employee on the job, and the rate and position occupied by each employee, and submit the payroll to

the employer, on a daily basis.

b. Ensure that all employees have filled out appropriate employment forms for the Employer.

c. Keep the official "time" for the event, including call times, meals periods, overtime periods and the other coordination of time for the event.

d. When not engaged in the duties described above, will be a member of the working crew, as assigned by the Employer.

#### **ARTICLE IV: Probation and Breaks in Service**

##### **4.1 Probation**

All Regular Department Heads hired during the term of this contract ~~shall~~ will serve a six-month probationary period.

4.1.1 Just cause protections for Regular Department Heads, Relief Department Heads and Extra Stage Labor are described in Article XI, Discipline and Discharge.

##### **4.2 Breaks in service**

Any individual who does not work for the Employer for 12 twelve or more consecutive months will be deemed to have separated from ~~MERC/Metro~~ Employer. An individual who returns to work after a ~~12~~twelve-month break in service will be required to complete any applicable probation and re-qualify for any contractual benefits conditioned on length of employment or hours worked for ~~Employer~~MERC/Metro. If the individual has taken any statutorily protected leave, calculation of the length of the break in service will comply with all relevant legal requirements, which may call for more than ~~12~~ twelve months of protected leave. Leave may also be extended beyond 12 twelve months in accordance with the terms of ~~Metro's~~ Employer's personnel policies.

#### **ARTICLE V: Scheduling**

##### **5.1 Requests for Time Off**

Other than for reasons applicable to the sick leave policy, Regular Department Heads are responsible for requesting time off at least two weeks in advance.

5.1.1 Regular Department Heads will use the Employer's timekeeping system to request ~~paid or unpaid~~ time off (~~leave without pay~~). Requests for vacation will be processed consistent with Article VIII (Vacation).

5.1.2 Regular Department Heads will provide notice of unavailability for scheduling by requesting ~~leave without pay~~ time off through the Employer's timekeeping system.

5.1.3 Employer retains the right to deny time off requests when more than two Regular Department Heads from the same venue request the same days off, unless to do so would violate the law. Requests for time off will not be denied for arbitrary and capricious reasons.

5.1.4 At the time the request is made, the Regular Department Head ~~shall~~will recommend an available Relief Department Head who can perform the duties required to the satisfaction of the Employer and third parties paying for services. In the event of a schedule change with less than two weeks' notice, the Regular Department Head is still responsible for recommending an available Relief Department Head.

## 5.2 **Relief Department Heads**

The Employer will coordinate the scheduling of a Relief Department Head with the Union by ~~either requesting an individual by name to be dispatched or by asking the Union to dispatch a worker.~~ A Relief Head is responsible for the performance of all typical duties of the Department Head. The Employer retains the right to reject any Relief Department Head referred.

5.2.1 If a Relief Department Head is required for single events or for predetermined periods of time, the Relief Department Head ~~shall~~will be engaged under the terms and conditions of this Agreement. ~~With respect to Relief Department Heads, the Employer may opt to use~~ will be paid through a mutually agreed on payroll company as specified ~~for Extra Stage Labor~~ under Section 5.3.1.

5.2.2 Regular and Relief Department Heads will be scheduled by the Employer. Unless prior arrangements have been made, or except in cases of unforeseen events (illness, personal business, death of family members, etc.), Regular or Relief Department Heads who start a show ~~shall be allowed to~~ must complete it, subject to Article XI.

5.2.3 When a Regular Department Head requests temporary leave during a performance run or work call, a shadowed performance call or additional training may be required for their replacement. Both determinations will be made at the sole discretion of the Employer. During a shadowed call a Relief Department Head learns the cues and duties associated with the performance. The Relief Head ~~shall~~will receive Regular Department Head pay for all hours worked during shadowed calls or training.

5.3 **Extra Stage Labor:** When Extra Stage Labor beyond the number of Regular Department Heads is needed to perform maintenance or other tasks, the Employer ~~shall~~will notify the Union at least ~~24 hours~~ fourteen calendar days in advance of the time and location of the calls and the number of personnel needed. ~~The~~ When the Employer provides at leave fourteen days' advance notice to the Union, the Union ~~shall~~will provide the qualified



personnel to fill the call no later than seventy-two hours in advance of the call. If the Union is unable to fill the call by the required notice period~~after the Employer provides the required notice~~, the Employer may fill the call by other means.

5.3.1 Extra Stage Labor ~~shall be~~ is subject to the terms and conditions of this Agreement and ~~shall will~~ be paid according to Exhibit A. Extra Stage Labor ~~may will~~ be paid through ~~the regular Metro payroll, or the Employer may opt to use~~ a mutually agreed on payroll company.

5.3.2 The Employer retains the right to reject any Extra Stage Labor referred by the Union *(except as modified by Article 11.2.4.)*

5.4 **Notice of Resignation or Retirement:** No employee working under this Agreement ~~shall will~~ resign unless two ~~(2)~~ weeks' written notice is given to the Employer. The employee ~~shall will~~ send a copy of said notice to the Business ~~Agent~~ Representative of the Union. The parties ~~hereto~~ may mutually agree to a shorter period of notice, should conditions ~~so~~ warrant.

#### **ARTICLE VI: Wages; Overtime & Conditions**

6.1 Attached hereto is Exhibit A, which is incorporated by reference and made a part of this Agreement. Exhibit A sets forth the job classifications, wages, hours, and overtime to be paid to all employees performing the work described therein, and the exhibit, having been agreed to by the parties, ~~shall will~~ be binding upon the Employer, the Union, and employees covered by this Agreement.

~~Wage increases will be effective the next pay period following ratification of this agreement by both parties but in no case earlier than July 1, 2019. The salary schedule will be increased 3.50% for the fiscal year beginning July 1, 2019. Effective July 1, 2020 wages will be increased 3.25% and effective July 1, 2021 wages will be increased 3.25% as reflected in Exhibit A.~~

- The wages reflected in Exhibit A include a four-and-a-half percent (4.5%) increase that became effective July 1, 2023.
- Effective the pay period including July 1, 2024, Employer will increase the wages reflected in Exhibit A by the CPI-U, West Region, as released in December 2023 for the previous 12 months, but no less than 3.5% and no more than 8%.
- Effective the pay period including July 1, 2025, Employer will increase the wages reflected in Exhibit A by the CPI-U, West Region, as released in December 2024 for the previous 12 months, but no less than 3.5% and no more than 8%.



Wages for truck loaders will remain at the current rate of \$39.61 per hour throughout the current agreement with no additional increases.

## 6.2 Conditions of Regular Time

- 6.2.1 When employees are employed during the hours of 8:00 a.m. and 12:00 midnight, they ~~shall will~~ be paid at the regular straight-time hourly rate, as modified by the premium provisions of this Agreement.
- 6.2.2 If an employee performs the duties of a higher paying classification, they ~~shall will~~ receive the higher rate specified in Exhibit A. Such time ~~shall will~~ be paid in one ~~(1)~~ hour increments. At no time ~~shall will~~ a Regular Department Head receive less than Regular Department Head rate. If Regular Department Heads are not available for any work, their replacement Relief Department Heads ~~shall will~~ receive ~~head of department~~ Regular Department Head pay, or greater as determined by work performed.

## 6.3 Conditions of Overtime

- 6.3.1 When employees are engaged for work calls during the hours of 12:00 midnight and 8:00 a.m., the wage rate ~~shall will~~ be two ~~(2)~~ times the regular straight time hourly rate. The hourly wage rate ~~shall will~~ revert back to the regular hourly rate at 8:00 a.m., except under the conditions of Section 6.4.11.
- 6.3.2 **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 will~~ be considered as regular hours for purposes of weekly overtime. The overtime wage rate ~~shall will~~ be one and one-half ~~(1½)~~ times the applicable hourly rate. ~~The workweek shall be considered Monday through Sunday. For accounting purposes, the work week will begin at 12:01 a.m. on Monday and end at 12:00 a.m. (midnight) the following Sunday.~~
- 6.3.3 **Holidays:** When employees are engaged for any work call on a holiday during the twenty-four ~~(24)~~ hour period constituting a holiday (12 midnight to 12 midnight), the employee ~~shall will~~ be compensated at two ~~(2)~~ times the regular straight time hourly rate. Holidays for purposes of this Agreement are:

<del>New Year's Day</del>	<del>January 1</del>
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Fourth of July	July 4

Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve <del>after 5:00 pm</del>	December 24
Christmas Day	December 25
<u>New Year's Eve</u>	<u>December 31</u>

- 6.3.4 When employees are engaged for any work calls on a holiday and are entitled to additional premium pay due to provisions contained in this Agreement, then such pay ~~shall will~~ not exceed two ~~(2)~~ times the regular straight time rate. The limit on premium pay ~~shall will~~ not apply to the meal premium contained in Section 6.5.
- 6.3.5 Except as provided in this Article, the Employer ~~shall~~ retains the right to monitor all overtime and schedule employees in a manner that promotes employee safety.
- 6.3.6 Notwithstanding Section 6.3.5, no employee ~~shall will~~ be replaced or removed after eight ~~(8)~~ hours per day or after forty ~~(40)~~ hours per week ~~during a single promoter event~~ for the purpose of preventing payment of overtime or premium wage scale.
- 6.3.7 The Employer has the right to schedule a separate crew when work with more than one promoter makes around-the-clock and multiple shift work necessary.
- 6.3.8 If a single promoter event is expected to result in the employee working more than 24 continuous hours, the Employer ~~shall will~~ notify the Union and endeavor to schedule staff in a manner that ensures both safety and continuity of work.
- 6.4 **Conditions of Wage Policy**
- 6.4.1 Minimum calls ~~shall will~~ be four ~~(4)~~ hours pay at the rate applicable to the time of day the four ~~(4)~~ hour call falls within, except that no rate other than the regular base rate ~~shall will~~ be paid on minimum calls unless employees are actually working during premium times.
- 6.4.2 Maintenance work and inspections of the five ~~(5)~~ production departments covering the working jurisdiction and responsibilities of Regular Department Heads under this Agreement ~~shall will~~ be performed as directed by management and/or manufacturer requirements. The appropriate Regular Department Head ~~shall will~~ lead the work.
- 6.4.3 When initiated by Regular Department Heads, maintenance work and department specific pre-production work that is not load-in, pre-hang, pre-rig, or advance call work, inspections of the equipment or systems under their care ~~shall will~~ have no minimum call requirements. Extra Stage Labor needed to perform maintenance work or other tasks under the direction of a Regular

Department Head ~~shall will~~ be paid as Grips/Extra People, or greater as determined by the work performed.

- 6.4.4 For purposes of computing time under this Agreement, any fraction of a half-hour over five ~~(5)~~ minutes, when worked by an employee, ~~shall will~~ be considered a full half-hour.
- 6.4.5 In no event ~~shall will~~ wages be duplicated or pyramided. Compensation ~~shall will~~ not be paid more than once for the same hours under any provision of this Article.
- 6.4.6 Employees ~~shall will~~ be allowed an uninterrupted rest period of fifteen ~~(15)~~ minutes on the Employer's time for each continuous four ~~(4)~~ hours of working time. Rest periods ~~shall will~~ be scheduled as nearly as possible to the midpoint of the work period and no later than two and one-half hours from the start of the work period or last scheduled break.
- 6.4.7 On a call back where the break between the call back and the initial work is more than one hundred twenty (120) minutes, the call back shall be paid as a four (4) hour minimum call. Employees will receive pay for the hours worked on an hourly, continuity of service basis unless a break of more than one-hundred-twenty minutes is given. If the break exceeds one-hundred-twenty minutes, the initial call-in and any callback will be treated as separate calls. Employees may be assigned to other tasks to complete the minimum call or for work in addition to the minimum work call.
- 6.4.8 Employees will be kept on call only when appropriate stage work is required by the Employer.
- 6.4.9 All employees ~~shall will~~ have a paid pre-call of no less than one-half ~~(1/2)~~ hour prior to the beginning of the performance.
- 6.4.10 Employees ~~shall will~~ remain on the show call until the performance is completed. Employees will be released for load-in and load-out by the Employer or the Employer's designated individual.
- 6.4.11 Employees covered by this Agreement working more than one hundred twenty ~~(120)~~ minutes between midnight and 8:00 a.m. will continue receiving the same rate of pay as specified in 6.3.1 until the employee has received no less than an eight ~~(8)~~ hour rest period.
- 6.4.12 The wage rate applicable to employees (other than Regular and Relief Department Heads) who perform maintenance work ~~shall will~~ be determined on a case-by-case basis, depending on whether the work is performed without supervision, whether a special license is required or other factors particular to the specific job.

- 6.4.13 Absent unusual circumstances beyond the Employer's control, the Employer ~~shall~~ will provide at least forty-eight ~~(48)~~ hours advance notice prior to the originally scheduled call time for the event to employees covered by the Agreement.
- 6.4.14 If the Employer cancels a call within ~~2~~ four hours of the scheduled start time, the employee will be paid a ~~4~~ four hour minimum. If the Employer delays a call within ~~2~~ two hours of the scheduled start time, the employee will be paid from the original start time.

## 6.5 Meal Period Breaks During Employment

- 6.5.1 All employees covered by this Agreement ~~shall~~ will have an unpaid meal period of at least one ~~(1)~~ hour duration that begins no earlier than the third and no later than the end of the fifth continuous hour (<300 minutes) of work except as noted below. Meal periods may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the work is done in a safe, professional manner.
- 6.5.2 When working for Portland's Centers for the Arts on a venue maintenance call, an unpaid meal break of ~~½ one-half~~ hour will be allowed, at the option of the employee.
- 6.5.3 **Mutually Agreed Exceptions:** If the Employer or a presenter has a special situation and ~~MERC Employer~~ wishes to negotiate an exemption or modification to these conditions, it ~~shall~~ will contact the Union representative in a timely manner to determine if the revision or waiver is mutually acceptable. Should the representatives of both the Employer and the Union fail to mutually agree upon a revised meal period break, the Employer ~~shall~~ will pay each employee a meal period premium.
- Meal Period Premiums:** The value of a meal period premium ~~shall~~ will be computed as being equal to one and one-half ~~(1 ½)~~ times the applicable hourly rate until such a meal period is allowed. If no meal is given by the end of the seventh hour, then the meal premium ~~shall~~ will be computed as being equal to two ~~(2)~~ times the applicable hourly rate until such a meal period is allowed.
- 6.5.4 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period premium, may provide an adequate meal for all employees and at least thirty ~~(30)~~ minutes to consume the meal. Employees ~~shall~~ will receive continuous pay during the thirty ~~(30)~~ minute meal period.
- 6.5.5 Definition of adequate meal: Between 8:00 A.M. and 8:00 P.M., an adequate meal is cold sandwiches and/or deli trays, salad, chips, and drinks. Between 8:00 P.M. and 8:00 A.M., an adequate meal is a hot entrée, two sides, and drinks.

- 6.5.6 If a meal period falls between the hours of ~~10:30-8:00~~ P.M. and 8:00 A.M., an adequate hot meal and a one-half (~~1/2~~) hour period in which to eat must be provided. Employees ~~shall~~ will receive continuous pay during the one-half (~~1/2~~) hour meal period.
- 6.5.7 No employee ~~shall~~ will take a meal break during a performance or dress rehearsal. In the Winningstad Theatre, no employee ~~shall~~ will take a meal break during a performance or any type of rehearsal.
- 6.5.8 Department Heads ~~shall~~ will receive a minimum two (~~2~~) hour call immediately following each unpaid meal break.
- 6.6 Time sheets submitted to the Employer ~~shall~~ will not be altered by the Employer without notification to the affected employee of any such alteration.
- 6.7 Payroll checks for all personnel covered under this Agreement will be issued and made available in accordance with the Employer's regular payroll period.
- 6.8 No employees covered by this Agreement ~~shall~~ will donate ~~his or her~~ their services without prior, mutual, written consent of the Employer and the Union.

## **ARTICLE VII: Health and Welfare**

### **7.1 Joint Labor-Management Committee**

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

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

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

### **7.2 Benefit Eligibility: Regular Department Heads ~~shall~~ will be eligible for Health and**

Welfare benefits currently provided to the Employer's represented employees ~~on the 1<sup>st</sup> (first) day of the month following thirty (30) days of employment.~~ Eligibility will begin on the first day of employment for all benefit eligible Regular Department Heads who elect to participate in one of Employer's plans.

**7.3 Premium Sharing for Regular Department Heads**

~~Effective July 1, 2016, Metro shall~~ Employer will contribute ninety-two percent ~~(92%)~~ and employees ~~will shall~~ pay eight percent ~~(8%)~~ of the premium costs.

7.3.1 ~~Metro Employer~~ agrees to pay ~~an amount not to exceed~~ \$150 per month to any Regular Department Heads who provide proof of other medical coverage and who opt out of medical and dental coverage through ~~Metro Employer~~.

7.3.2 **Plan Changes:** If ~~Metro Employer~~ does not voluntarily change plans, but rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, ~~Metro Employer~~ 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 ~~will Employers shall Metro~~ operate outside of the health insurance plan structure that it is offering employees.

7.4 The Health and Welfare benefit package is in lieu of Section 7.6 and applies to Regular Department Heads only. If, during the term of this agreement, the Employer is unable to offer a choice between ~~an~~ HMO and PPO/ indemnity plans, the Union may "opt out" of the Employer's health and welfare benefit package and may choose for all Regular Department Heads the health and welfare benefits offered by the IATSE National Health ~~&~~ and Welfare Fund. ~~Metro's Employer's~~ implementation of a lack of offering both an HMO and PPO/indemnity plan will be the qualifying event for ~~IATSE the Union~~ to opt out. In the event that the Union chooses this option, the Employer ~~shall~~ will contribute to the IATSE National Health ~~&~~ and Welfare Fund an amount equal to the amount the Employer was contributing for the employee at the time they opted out; however it may be changed in the event the employee has a qualifying event that would allow them to add or delete a dependent. In such case the Employer will contribute the amount it would have contributed prior to the elimination of the plan had those dependents been added or deleted prior to the plan change.

7.5 Health benefits will be funded to the limits listed.

**7.6 IATSE National Health ~~&~~ and Welfare Fund**

7.6.1 For all Relief Department Heads and Extra Stage Labor working under this Agreement, the Employer agrees to contribute to the IATSE National Health ~~&~~ and Welfare Fund ~~19%~~ nineteen percent of the gross wages earned by each employee

covered by this Agreement and employed by the Employer under its terms for the length of the contract. The contributions are payable by the ~~tenth~~ 10<sup>th</sup> of the month following the month of employment. These contributions are in addition to all wages and other sums required to be paid by this Agreement.

- 7.6.2 The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the IATSE National Health ~~& and~~ Welfare Fund, including all its rules and regulations (including, without limitation, the Statement of Policy and Procedure for Collection of Contributions payable to Employers) and any and all amendments and modifications thereto that may be adopted by the Trustees during the Terms of this Agreement. The Employer agrees to execute all documents necessary to support contribution to the IATSE National ~~Benefit~~ Health and Welfare Fund.

7.6.3 The Employer's obligation to make contributions to the health and welfare plan, described above ~~shall will~~ not be construed as a guarantee by the Employer that it will continue to agree to make such contributions in future contracts. The Employer expressly reserves the right to negotiate a cessation or substitution of its health and welfare contribution obligation in future labor agreements, and the Employer ~~shall will~~ have no liability to any past, present, or future employee with respect to such decision. The parties further acknowledge and understand that the Employer's agreement to make contributions to any of the insurance plans referred to above ~~shall will~~ not be construed as a guarantee of any specific level of benefits and the Employer's only obligation under the terms of this Agreement ~~shall will~~ be to make the monthly contribution described above.

- 7.6.4 ~~Consistent with the 2003 Letter of Agreement between the parties, the~~ The Union ~~shall will~~ indemnify, hold harmless, and defend the Employer, its agents, employees and elected officials from and against any and all liabilities damages, actions, costs, losses, claims, and expenses (including attorneys' fees) arising out of or resulting in whole or in part from any activities, administration or conduct of the IATSE National Health ~~& and~~ Welfare Fund ("Fund") or from the Employer's contributions to the Fund, including but not limited to claims asserted by the Union's members or by the IATSE National Health ~~& and~~ Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph. This provision will apply only if the Employer is current on all of the health and welfare contributions on behalf of all individuals required by the collective bargaining agreement.

- 7.7 **Life, Long Term Disability, and Accidental Death and Dismemberment Insurance:** Life insurance, dependent life, long-term disability, and accidental death and dismemberment coverage ~~shall will~~ be provided to all employees who are health insurance benefit eligible. Such coverage will be provided at no cost to the employee unless adjustments are made



because of recommendations made by the Joint Labor Management Committee to minimize medical, dental, and vision costs.

- 7.8 The Employer will comply with the Affordable Care Act and all applicable legal requirements related to health care reform.
- 7.9 Employee Assistance Program: The Employer will provide at no cost to Regular Department Heads, Relief Heads, and Extra Stage Labor an employee assistance program, subject to approval of funding by the Metro Council.

## **ARTICLE VIII: Vacation**

### **8.1 Eligibility**

- 8.1.1 **Regular Department Heads:** Regular Department Heads who ~~have~~ successfully completed the probationary period in Article IV are eligible to take accrued vacation leave with pay.
- 8.1.2 **Relief Department Heads:** Relief Department Heads who have been employed for more than 1040 hours during one fiscal year are eligible to take accrued vacation leave with pay.

### **8.2 Vacation Accrual**

Regular Department Heads ~~shall~~ will accrue vacation at the rate shown below:

<b>Years of Service</b>	<b>Accrual Rate</b>
0 through 48 months (4 years)	0.04 hours of vacation per hour worked and during paid time off.
48 months (4 years and one day)	0.06 hours of vacation per hour worked and during paid time off.
120 months (10 years and one day)	0.08 hours of vacation per hour worked and during paid time off.
180 months (15 years and one day)	0.088 hours of vacation per hour worked and during paid time off.
<u>240 months (20 years and one day)</u>	<u>0.092 hours of vacation per hour worked and during paid time off.</u>
300 months (25 years and one day)	0.096 hours of vacation per hour worked and during paid time off.

- 8.2.1 Relief Department Heads who are not also employed as Regular Department Heads ~~shall~~ will accrue vacation at the rate shown above for 0 through 4 years of service.



- 8.2.2 Regular and Relief Department Heads will not be allowed to accrue more than two hundred and fifty ~~(250)~~ hours of vacation leave. If an employee is close to reaching the 250-two-hundred-fifty hour cap, the employee will request to schedule vacation as described in 8.3 of this Article.
- 8.3 **Scheduling of Vacations:** Vacation requests ~~shall~~will be consistent with Article V (Scheduling). Requests must be submitted through the Employer's timekeeping system and approved by ~~management~~Employer. Requests for vacation leave ~~shall~~ will be submitted at least two ~~(2)~~ weeks prior to desired vacation time. Exceptions to this two-week advance request requirement may be made for emergencies and/or at the Employer's discretion. Vacation requests will be approved or denied in writing within one week of the request. processed within two weeks of the request. If a vacation request is denied, the employee will be informed in writing.
- 8.4 **Vacation Pay Upon Termination:** A Regular Department Head who ~~has~~ successfully completed the initial probationary period, and is separated from ~~MERC, shall~~ Employer will be entitled to payment for accrued vacation leave. In no case ~~shall~~ will payment be for more than the maximum accumulation. In case of death, compensation for accrued vacation leave ~~will~~ shall be paid in the same manner that salary due is paid.
- 8.5 **Breaks in Service:** Eligibility to take vacation and to receive higher accrual rates based on years of service is subject to the Break in Service provision in Article IV.

#### **ARTICLE IX: Retirement Benefits**

- 9.1 **Public Employees Retirement System:** The Employer will continue its participation in the Oregon Public Employees Retirement System (PERS) program as required by law. ~~The required six percent (6%) employee PERS contribution shall be "picked up" by the Employer. Employer will provide all new employees with information regarding PERS. Employer will pay the employee's PERS contribution in the amount of six percent of the employee's base salary, for those who qualify for PERS.~~
- 9.2 For Relief Department Heads and Extra Stage Labor working under this Agreement for whom it is not required to make a PERS contribution, the Employer ~~shall~~ will contribute an amount equal to seven percent ~~(7%)~~ of each employee's wages to the Entertainment Industry 401(k) plan. The Employer agrees to process employee contributions to the plan for those employees for whom the Employer makes contributions, subject to approval by the plan and review by Counsel for the Union.

#### **ARTICLE X: No Strike or Lockout**

- 10.1 The Union agrees that during the life of this Agreement it will not engage in a strike,

picketing, slow-down, 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~~will engage in any strike, slow-down, other work stoppage or lockout except in compliance with and as permitted by Oregon law.

- 10.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing or strike in violation of Section 10.1, 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 10.1 above to return to work.

#### **ARTICLE XI: Discipline and Discharge**

- 11.1 Disciplinary actions ~~shall~~will include only the following:

- Oral reprimand,
- Written reprimand,
- Suspension, or
- Termination (discharge).

11.1.1 The Employer may select any of these disciplinary actions as appropriate to the circumstances.

11.1.2 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.

11.1.3 The Employer will send the Union notice of any disciplinary action.

- 11.2 Just cause for discipline includes, but is not limited to: unsatisfactory work performance, violation of ~~Metro-Employer~~ personnel policies, violation of work rules adopted pursuant to this Agreement, criminal conduct, dishonesty related to employment, drinking related to employment, insubordination related to employment, selling, transporting or using illegal narcotics and/or any other conduct sufficiently serious in nature as to justify employee discipline, regardless of whether the employee has been provided with a prior written warning notice concerning the conduct in question.

11.2.1 Regular Department Heads who have completed the required six-month probation described in Article IV will not be subject to termination or other discipline without

just cause.

11.2.2 Relief Department Heads and Extra Stage Labor are entitled to just cause rights upon completion of ~~800~~ five-hundred-twenty hours of work for the Employer.

The calculation date for the ~~800~~ five-hundred-twenty hours begins July 1, 2010.

11.2.3 Just cause rights are subject to the break in service provision in Article IV.

11.2.4 No individual working under this Agreement ~~shall~~ will be removed for arbitrary or capricious reasons regardless of probationary status or length of service.

11.3 If feasible, the Employer ~~shall~~ will give the Union and affected employee two ~~(2)~~ weeks' written notice of intent to discharge, but nothing in this Agreement ~~shall~~ will require the Employer to provide such notice. In situations where an employee is discharged with less than two ~~(2)~~ weeks' notice, or otherwise removed from the job without prior warning, the employee ~~shall~~ will be paid for actual time worked on the date of the discharge or suspension, and the minimum call requirements of the various schedules to this Agreement ~~shall~~ will not apply.

## **ARTICLE XII: Resolution of Disputes**

12.1 **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. Employees (either alone or with a Union representative) and supervisors are encouraged to 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.

12.1.1 At all steps listed below, a grievance must be signed by a Union representative and must include a written statement of the specific provisions of the Agreement alleged to have been violated, a brief statement of the facts, and a statement of the relief requested.

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

### **12.2 Steps of Grievance Procedure**

12.2.1 **Step I - Supervisor:** An employee or the Union may present a written grievance to their immediate supervisor within fourteen (14) calendar days of the date on which the grievant knew or should have known of the events ~~occurred~~ giving rise to the grievance. The Human Resources Department will simultaneously receive a copy of the grievance.

Within fourteen calendar days of the Step I filing, the supervisor, grievant, and

Union will meet to attempt to resolve the grievance. The employee's supervisor will respond to the grievance in writing within fourteen calendar days after the Step I meeting. If no Step 1 meeting is held within 14 days of the grievance filing, and the parties do not agree in writing to suspend that timeline, the response is due 14 days from the date of the grievance filing.

- 12.2.2 **Step II – Facility Executive 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 Executive~~ 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~~ deadline for holding the Step I meeting. The Human Resources Department will simultaneously receive a copy of the grievance.

Within fourteen calendar days of the Step II filing, the Executive Director will meet with the Union (and grievant if desired) to attempt to resolve the grievance. The Executive Director will respond to the Step II grievance in writing within fourteen calendar days after the Step II meeting. If no Step 2 meeting is held within 14 days of the Step 2 appeal, and the parties do not agree in writing to suspend that timeline, the response is due 14 days from the date of the Step 2 appeal.

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

- 12.2.3 **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 Executive~~ 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.~~ deadline for holding the Step I meeting. The Human Resources Department will simultaneously receive a copy of the grievance.

Within fourteen calendar days of the Step III filing, the General Manager, Visitor Venues or their designee will meet with the Union (and grievant if desired) to attempt to resolve the grievance. The General Manager, Visitor Venues or their designee will respond to the Step III grievance in writing within fourteen calendar days of the Step III meeting. If no Step III meeting is held within fourteen days of the Step III appeal, and the parties do not agree in writing to suspend that timeline, the response is due fourteen days from the date of the Step III appeal.

### 12.3 Arbitration

- 12.3.1 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~~ Director of Human Resources in writing of its desire to have the matter arbitrated by a third party agreed upon by ~~Metro Employer~~ and the Union.
- 12.3.2 In order to advance the grievance, the Union ~~shall~~ will request a list of seven ~~(7)~~ arbitrators from the State of Oregon Mediation and Conciliation Services within fourteen ~~(14)~~ calendar days from the request for 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~~ will be the impartial arbitrator. The Employer and the Union ~~shall~~ will flip a coin to determine who strikes first.
- 12.3.3 The designated arbitrator ~~shall~~ will conduct a hearing. The arbitrator ~~shall~~ will issue a decision, which ~~shall~~ will be final and binding on the Employer, the Union and all involved employees. The arbitrator ~~shall~~ will have no authority to amend, modify, nullify, ignore, or add to the provisions of this Agreement and ~~shall~~ will decide only the grievance presented. The arbitrator's decision and award ~~shall~~ will 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 arbitrator ~~shall~~ will not render an award inconsistent with retained management rights of the Employer.
- 12.3.4 Expenses for the arbitrator ~~shall~~ will be borne equally by the Employer and the Union; however, each party ~~shall~~ will be responsible for compensating its own representatives and witnesses.
- 12.3.5 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~~ will jointly share the cost of the transcript and all copies.
- 12.3.6 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.
- 12.4 **Time Limits:** ~~The Both parties will strictly adhere to 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~~ within the specified time limit, it will be assumed that the Employer ~~has~~ rejected the grievance, and ~~that~~ the next step of the grievance procedure ~~shall will~~ be available.

12.4.1 **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.

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

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

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

### **ARTICLE XIII: Miscellaneous Provisions**

#### **13.1 Inspection Privileges**

Authorized agents of the Union ~~shall will~~ have access to the Employer's establishment during working hours for the privilege of discussing with employees the union and its role, adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that no interruption of work ~~shall will~~ occur.

#### **13.2. New Hires**

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

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

#### **13.3 Other Work**

The Employer, at its sole discretion, may offer employees represented by the Union under

this Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction or responsibilities of the Union covered under this Agreement. Neither the offer by the Employer to employees represented by the 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 the Union will constitute a precedent and/or past practice under this Agreement nor ~~shall will~~ future work be covered by this Agreement. Employees ~~shall will~~ not be required to perform work outside of the jurisdiction of this Agreement. When work outside of the normal jurisdiction is performed, the terms and conditions of this Agreement ~~shall will~~ apply. Applicable wage rates ~~shall will~~ be mutually agreed upon in advance.

#### 13.4 Labor Management Committee

The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. ~~Such The~~ committee ~~shall will~~ be composed of equal numbers of union and management representatives and ~~shall will~~ meet at mutually convenient times to discuss means of increasing the effectiveness of operations, procedures, and staffing measures.

### ARTICLE XIV: Safety and Workers' Compensation

14.1 **Workers' Compensation Insurance:** It is agreed by the Employer that the employees ~~shall will~~ be insured according to the requirements of Oregon Revised Statutes ch. 656.

14.2 **Safety:** The Employer acknowledges its obligation to provide a safe and healthy environment for employees in accordance with all applicable federal, state, and local laws pertaining to health and safety. In situations that are under the direct control and responsibility of the Employer, the Employer ~~shall will~~ respond promptly to alleged unsafe conditions brought to its attention by an employee. The Union ~~shall will~~ appoint one or two members to the Portland's Centers for the ~~Performing~~ Arts Safety Committee and may discuss safety issues of mutual concern and make recommendations to the ~~Technical Production Services Manager~~ ~~manager~~ of the Portland's Centers for the ~~Performing~~ Arts regarding safety issues pertaining to employees.

14.3 **Modified Duty:** When there is a compensable on-the-job injury and the Department Head is released for modified duty by a physician, Risk Management will meet with the Union Business ~~Agent~~ ~~Representative~~, ~~the Technical Production Services Manager~~, and a ~~Human Resources management~~ representative to determine a suitable and available light duty assignment.



## **ARTICLE XV: First Opportunity Target Area Recruitment**

The Union hereby agrees to use its best efforts to assist the Employer in meeting its community outreach and target area hiring obligations.

## **ARTICLE XVI: Recording - Video and Audio**

**16.1 Commercial Recording Purposes:** Any streaming digital reproduction, film, video or audio recording reproduced or transmitted for sale.

a) All ~~Department Heads~~ employees performing services for Commercial Purposes under this Agreement ~~shall~~ will be compensated at the recording rate listed in Exhibit A from beginning of load in to end of load out.

**16.2 Non-Commercial Recording Purposes:** Any streaming digital reproduction, video or audio recording NOT produced for sale or transmitted for sale, including public radio or television.

a) Only the Department Head Sound and Department Head Electrician, if special lighting is needed, will ~~shall~~ receive recording rates for all hours worked the day of the actual recorded performance or recorded rehearsal.

b) Recording rates ~~shall~~ will not apply for the following:

- For closed circuit television within any Portland's Centers for the Arts facility;
- When recording and/or transmission for newscast purposes provided the broadcast segment is no longer than five (5) minutes;
- For promotional activities for the event itself or for the purpose of selling tickets.
- Recordings limited for internal employer or staff development.

**16.3 Special Exception to recording rates for the Oregon Symphony Association:**

The Parties agree that when the Oregon Symphony Association records events for public broadcasting:

16.4.1 All Department Heads will receive recording rates for hours worked from the beginning to the end of the recorded musical performance.

16.4.2 Department Head Sound will receive recording rates as indicated in Article 16.2(a).



## **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~~will recover the overpayment as follows:

- 17.1.1 The Employer ~~shall~~will notify the employee in writing of the overpayment. The Employer ~~shall~~will 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.
- 17.1.2 The employee ~~shall~~will respond to the overpayment notification within ~~14~~fourteen 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 I written grievance; or (3) requesting consideration of alternative repayment options. At the employee's request, the Union may respond on behalf of the employee.
- 17.1.3 If the employee does not accept the Employer's proposed repayment schedule within ~~14~~fourteen days, the employee, the Union (at the request of the employee) and the Employer ~~shall~~will attempt in good faith to reach mutual agreement on the amount of the overpayment and a repayment schedule within ~~14~~fourteen days of the employee's response. The parties may extend this timeline by written mutual agreement.
- 17.1.4 Payroll deduction may be used to recover all or part of an overpayment only if authorized by the employee in writing. At the employee's request, the Union may authorize the use of payroll deduction on behalf of the employee.
  - 17.1.4.1 The employee (or the Union, if applicable) may provide authorization by completing and returning a form provided by the Payroll Division.
  - 17.1.4.2 The Payroll Division may agree to process a payroll deduction if written authorization is provided in a format other than the form provided, but it is not required to do so. At a minimum, an acceptable authorization must clearly indicate acceptance of the payroll deduction method; the total amount to be deducted; the percentage or amount to be deducted per paycheck; and whether the remaining amount may be deducted from the employee's final check if the employee leaves the Employer's service before the Employer fully recovers the overpayment.

17.1.5 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.

17.1.6 This Article does not waive the Employer's right to pursue other legal 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.

## 17.2 Underpayments

17.2.1 In the event the Employer discovers and agrees that an employee has been underpaid, the Employer ~~shall~~ will notify the employee in writing of the underpayment. The Employer ~~shall~~ will 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.

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

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

## ARTICLE XVIII: Family, Medical, ~~and Sick~~ and Other Leaves

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

18.1.1. Rate of accrual: ~~Employees Regular Department Heads~~ accrue paid sick leave at a rate .05 hours per hour paid, in an unlimited amount. up to a maximum of 104 hours per year. ~~There is no limit on an employee's maximum accrued sick leave balance on hours paid.~~ Sick leave ~~shall~~ will not accrue during unpaid time.

18.1.2 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 ~~Management~~ Employer. A maximum of forty ~~(40)~~ hours of sick leave per fiscal year is job protected sick leave under Oregon Paid Sick Leave.

18.1.3 Notification: For unforeseen absences, employees unable to report to work ~~shall~~ will contact their supervisor and report the reason for their absence pursuant to their department notification procedures, unless it is not practicable to provide notice. 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 are then required to provide notice as soon as

practicable. Employees ~~will shall~~ attempt to schedule non-emergency appointments to be the least disruptive to the operation as possible. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably ~~10~~ ten days in advance. For qualifying unforeseeable leaves, employees should provide notice as soon as is practicable.

18.2 Reasons for sick leave use:

- a. For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, stepparent, and in loco parentis; biological, adopted, step, and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b. When leave is requested in accordance with policy and authorized by Human Resources under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- 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~~ Employer's 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.

18.2.1 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 18.2.5)

Medical verification ~~shall will~~ be provided to Human Resources for medical confidentiality within ~~15~~ fifteen 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~~ they have been diligent in requesting the verification from ~~his/her~~ their providers. ~~Metro Employer~~ will pay any reasonable costs not paid by a health plan 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.

18.2.2 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 will~~ 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~~ Employer's timekeeping requirements.

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

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

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

18.2.6 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 excessively using sick leave.

- a) Exhaustion of sick leave as quickly as it is accrued; or
- b) Patterns of sick leave usage; or
- c) The use of forty ~~(40)~~ hours or more of sick leave in a six-month period, excluding the ~~40~~ forty hours of protected sick leave absences under Oregon Paid Sick Leave or other protected leaves; or
- d) Use of sick leave in conjunction with regular days off, vacation, or holidays on two ~~(2)~~ or more occasions within the preceding one ~~(1)~~ year.

18.2.7 Sick Leave Incentive: Regular ~~Department Heads~~ part-time employees who use no more than ~~forty (40)~~ hours of sick leave within one fiscal year period ~~shall~~ will accrue up to ~~eight (8)~~ sixteen additional hours of vacation leave based on their calculated FTE, in exchange for the same number of sick leave hours at the end of the fiscal year period. For example, if an employee works ~~one-thousand-forty~~ 1040 hours in a fiscal year, their calculated FTE is .50 and ~~4~~ eight hours of sick leave may be exchanged for vacation.

These hours are exclusive of any sick leave used under federal or state leave laws (FMLA/OFLA).

### **18.3 Leave Without Pay**

Employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six 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 Visitor Venues for an additional six months. All requests for leave of absence without pay will be in writing, will be directed to the Executive Director of Portland's Centers for the Arts, and will contain reasonable justification for approval. Requests of less than ten calendar days may be approved

by the Director of Events. Both the request and the General Manager Visitor Venues' determination of the request will be in writing and will be filed in the Human Resources Department Office. The employee may elect to continue employee coverage and benefits under COBRA. Any and all such extensions of coverage and benefits will be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave will be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

#### **ARTICLE XIX: Paid Time Off Accruals for Relief Department Heads and Extra Stage Labor**

19.1 "Paid Time Off" or "PTO" is a bank of time provided by an Employer to an employee that an employee can use to take any type of paid leave (vacation, illness, religious observance, personal business, funerals, bereavement, military leave, etc.)

19.2 All Relief Heads and Extra Stage Labor will accrue Paid Time Off (PTO) at the rate of .05 hours per hour paid.

19.3 PTO will be administered by the Employer through the current third-party payroll service.

19.4 The accrual period for PTO is the calendar year. Relief Heads and Extra Stage Labor may accrue a maximum forty hours of PTO in a calendar year and may rollover unused PTO into the next calendar year. Employees will not be allowed to accrue a total of more than eighty hours.

19.5 If an employee is separated from the Employer by a period longer than 12 months, that employee's PTO balance will revert to zero, and the Employer will pay out any remaining balance as per the Grip rate then in effect.

19.6 Use of PTO:

a. If the need to use PTO is foreseeable, the Employer may require reasonable advance notice of the employee's intention to use PTO, not to exceed ten days prior to the date the PTO is to begin or as soon as otherwise practicable.

b. Employees will make reasonable effort to schedule PTO in a manner that does not unduly disrupt the operations of Management.

c. Management has the right to reject a non-emergency PTO request if it will disrupt operations.

d. In the case of unscheduled PTO, for illness or emergency, employees must notify Management as soon as possible so that Management may schedule a replacement.

19.7 PTO may be used in increments of one hour, up to eighty hours per calendar year.

19.8 Employees will be provided a written accounting at least quarterly of amount of accrued and unused PTO available with receiving PTO. If employees have concerns about the implementation of this policy, they may contact their Union Business Representative or the

**ARTICLE XX: Term and Termination**

- 19.1 **Term:** This Agreement ~~shall~~will be effective ~~July 1, 2019~~ September 6, 2024 through June 30, 2026. ~~and shall remain in full force and effect until the 30<sup>th</sup> day of June 2022.~~ It ~~shall~~ will ~~be~~ automatically renewed from year to year ~~thereafter~~ unless either party ~~shall notify~~ notifies the other in writing not later than sixty ~~(60)~~ 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~~ If notice is given, negotiations ~~shall~~ will begin no later than thirty ~~(30)~~ days after ~~said receipt of~~ notice.
- 19.2 **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.
- 19.3 **Amendment:** The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement ~~shall~~ will 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~~ will be in writing and signed by both parties.

~~Letter of Agreement  
MERC and IATSE Local 28~~

~~Oregon Symphony Association – Public Broadcasting Recording Rates~~

~~This is a Letter of Agreement (LOA) between MERC (hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to Public Broadcasting Recording Rates when working with the Oregon Symphony Association.~~

~~RECITALS~~

~~The parties wish to establish an understanding regarding recording rates of pay for Department Heads when the Oregon Symphony Association records events for public broadcasting.~~

~~AGREEMENT~~

- ~~1. The Parties agree that when the Oregon Symphony Association records events for public broadcasting:~~
  - ~~• All Department Heads will receive recording rates for hours worked from the beginning to the end of the recorded musical performance.~~
  - ~~• Department Head Sound will receive recording rates as indicated in Article 16.2(a).~~

~~This LOA will become effective upon ratification of this agreement and shall expire in concert with the terms of the parties' collective bargaining agreement on June 30, 2022.~~

~~For Metro:~~

~~For IATSE Local 28:~~

~~  
\_\_\_\_\_  
9/5/19~~

~~Ross Hume                      Date  
Labor/Employee Relations  
Metro~~

~~  
\_\_\_\_\_  
Rose Etta Venetucci                      Date~~

~~Business Representative  
IATSE Local 28~~

**~~Letter of Agreement  
MERC and IATSE Local 28~~**

**~~Working Conditions for the Oregon Children's Theatre~~**

~~This is a Letter of Agreement (LOA) between MERC (Hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to The Oregon Children's Theatre.~~

**~~RECITALS~~**

~~The parties wish to establish an understanding regarding working conditions for Department Heads when working for The Oregon Children's Theatre.~~

**~~AGREEMENT~~**


- ~~1. The Parties agree that for Oregon Children's Theatre school shows that are scheduled on the quarter hour, the Sound Department Head may agree to have their call begin on the quarter hour.~~
- ~~2. The Parties agree that Article III (Jurisdiction) section 3.2.2 is hereby amended in the case of Oregon Children's Theatre productions in the Newmark Theatre. In this case the reduction of the minimums listed in Article III, section 3.2.2 by one Department Head shall be determined by the Employer after conferring with the Union.~~
- ~~3. Department Heads shall have an unpaid meal period of at least one (1) hour duration that begins no earlier than after two and a half hours (>150 minutes) of continuous of work and no later than the end of the fifth continuous hour (<300 minutes) of work.~~
  - ~~• A paid meal break may be provided if the meal begins before 150 minutes of continuous work in compliance with Article 6.5.4.~~

**~~DURATION~~**

~~This LOA will become effective upon ratification of this agreement and shall expire in concert with the terms of the parties' collective bargaining agreement on June 30, 2022.~~

~~For MERC/Metro: \_\_\_\_\_ For IATSE Local 28: \_\_\_\_\_~~

~~\_\_\_\_\_ 2/5/17  
Ross Hume \_\_\_\_\_ Date  
Labor/Employee Relations  
Metro~~

~~\_\_\_\_\_   
Rose Etta Venetucci \_\_\_\_\_ Date  
Business Representative  
IATSE Local 28~~



## **LETTER OF AGREEMENT**

### **MERC and IATSE Local 28**

#### **Extra Stage Labor**

The parties to this Letter of Agreement are ~~IATSE Local 28 (Union) and the Metropolitan Exposition Recreation Commission/Metro (Employer).~~

~~WHEREAS, the Union and the Employer are parties to a collective bargaining agreement effective July 1, 2016 through June 30, 2019 that covers stagecraft work at the Portland 5-Centers for the Arts facilities;~~

~~WHEREAS, the parties anticipate entering into a successor agreement for a new three-year term from July 1, 2019 through June 30, 2022; and~~

~~WHEREAS, the parties wish to clarify which terms and conditions apply to "extra stage labor" as that term is used in the collective bargaining agreement;~~

~~THE PARTIES HEREBY AGREE to the following terms pertaining to "extra stage labor":~~

- ~~1. **Extra Stage Labor Defined:** "Extra stage labor" as used in Article 1.1.1 and throughout the collective bargaining agreement shall include all employees of the Employer, other than Department Heads and Relief Department Heads, who perform stagecraft work at the Portland 5 venues, including but not limited to extra "stage maintenance labor" and extra "event stage labor."~~
- ~~2. **Hiring of Extra Labor:** The Union shall be the exclusive source of obtaining qualified extra stage labor. That is, in accordance with past practice, the Union shall be given the first opportunity to refer applicants to the Employer for employment, and the Employer can hire from other sources only if the Union cannot supply the needed employees.~~
  - ~~a. The Employer shall endeavor to provide seventy two (72) hours advance notice for all new work calls that require twenty five (25) extra stage labor workers or less. For calls over twenty five extra stage labor workers, the Employer will give the Union at least one week's notice and twelve (12) hours for calls which continue work from the previous day's call. The Union shall endeavor to provide the call list at least twenty four (24) hours in advance.~~
  - ~~b. When the Employer states bona fide requirements or special skills and abilities in the request for employees, the Union shall refer the first person on the list possessing such skills and abilities. When riggers are specified for a work call, preference shall be given to referents who hold ETCP or similarly recognized certification. The Union shall provide personnel who possess the necessary level of skills, knowledge and expertise required to perform duties and handle~~

~~responsibilities to the general satisfaction of the Employer. The Union agrees to inform employees that they are required to arrive at any work calls with:~~

- ~~i. All Extra Stage Labor, excluding Wardrobe: basic hand tools including hammer, adjustable wrench, pliers, diagonal cutters, screwdrivers, and gloves;~~
- ~~ii. Wardrobe: work apron, scissors, safety pins, flashlight, needle and thread.~~

~~c. The Union agrees that when referring applicants for employment, its selection will be made in a lawful, non-discriminatory manner in accordance with the Union's Hiring Hall Rules. It is further agreed that the Hiring Hall Rules will adopt reasonable standards or criteria for the making of referrals and that such standards or criteria will be consistent with the terms of this Agreement and applied on a uniform basis. No modifications to the Union Hiring Hall Rules will be adopted which are contrary to this Agreement.~~

~~d. The Employer shall have the right to reject, in writing, any job applicant referred by the Union in accordance with the provisions of this Agreement. The written notice to the Union must specify the cause for the rejection.~~

~~3. **Modifications of CBA Terms/Conditions:** All terms and conditions of the collective bargaining agreement shall apply to Extra Stage Labor with the following exceptions/modifications:~~

~~a. In lieu of vacation, as provided in Article VIII, and sick leave, as provided in Article XVIII, Extra Stage Labor shall, in accordance with past practice, continue to receive PTO in accordance with the terms attached hereto as the PTO for Extra Stage Labor LOA.~~

~~b. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one percent (1%) of the gross wages earned by each employee performing Extra Stage Labor. Such payment shall be due and payable for work performed on and after the effective date of this Agreement and shall be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union and an equal number of Trustees appointed by the Employer, numbering two Employer Trustees and two Union Trustees, said payments are to be deposited in the account in the name of "I.A.T.S.E. Local 28 Training Fund" and shall be under the control of said Joint Board of Trustees; such contributions shall be utilized for the purpose of supporting the education of stagehands.~~

~~c. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one~~

~~half percent (.5%) of the gross wages earned by each employee performing extra stage labor to the IATSE Entertainment and Exhibition Industries Training Trust Fund. All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", no later than the 20th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.~~

4. ~~The following previously inactive classifications in the 2016-2019 Exhibit A: Wage Classifications will be added back into Exhibit A with the following corresponding rates:~~
- ~~a. Special Operators (additional sound or light board operators; follow spot operators; pyrotechnicians; video, slide, or scenic projector operators; automation operators; forklift operators; laundry; stitcher; shoe craft; certified flaggers/Keller): (currently \$27.30, 3.5% increase effective 7/1/19)~~
  - ~~b. Wardrobe Attendants/Dressers: Same as Grip Rate (currently \$24.83, 3.5% increase effective 7/1/19)~~
  - ~~c. Wardrobe Department Head: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)~~
  - ~~d. Wardrobe/Hair and Makeup: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)~~
  - ~~e. Motion Picture Operators: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)~~

~~Any and all modifications to the 2016-2019 collective~~

5. ~~the following to extra~~ bargaining agreement to which

~~Rose Etta Venetucci~~ ~~Ross Hume~~  
~~Business Representative, IATSE Local 28~~ ~~MERC/Metro~~

Dated: ~~f. h/; f~~ Dated: ~~f. 5 / f~~

**Letter of Agreement  
MERC and IATSE Local 28**

**PAID TIME OFF (PTO) for Extra Stage Labor**

**DEFINITION:**

~~“Paid Time Off” or “PTO” is a bank of time provided by an Employer to an employee that an employee can use to take any type of paid leave (vacation, illness, religious observance, personal business, funerals, bereavement, military leave, etc.).~~

~~Paid Time Off is exempt from Gross Wages for purposes of Health and Welfare and 401(k) contributions.~~

**ACCRUAL:**

~~Each employee covered by this agreement will accrue one hour of Paid Time Off for each 30 hours worked beginning at the outset of employment. PTO will be administered by the Employer through the Employer’s payroll department.~~

~~The accrual period for PTO is the calendar year. Employees may accrue a maximum 40 hours of Paid Time Off in a calendar year and are allowed to rollover unused PTO into the next calendar year.~~

~~Employees will not be allowed to accrue a total of more than eighty (80) hours of PTO.~~

~~If an Employee is separated from the Employer by a period longer than 12 months, that employee’s PTO balance shall revert to 0, and the Employer will pay out any remaining balance as per the Grip rate then in effect.~~

**ELIGIBILITY:**

~~An employee is eligible to use PTO beginning on the 91st calendar day of employment with the Employer and may use PTO time as it is accrued.~~

**USE OF PTO:**

~~If the need to use PTO is foreseeable: (a) The Employer may require reasonable advance notice of the employee’s intention to use PTO, not to exceed 10 days prior to the date the PTO is to begin or as soon as otherwise practicable. Employees will make reasonable effort to schedule PTO in a manner that does not unduly disrupt the operations of the Employer. The Employer has the right to reject a non-emergency PTO request if it will disrupt operations. In the case of unscheduled PTO, for illness or emergency, Employees must notify the Employer as soon as possible so that Employer may schedule a replacement.~~

~~PTO may be used in increments of one hour, up to 80 (eighty) hours per calendar year.~~

**REPORTING:**

~~Employees will be provided a written accounting at least quarterly of amount of accrued and unused PTO available with receiving PTO. If employees have concerns about the implementation of this policy, they may contact the Union Business Representative or the Employer's payroll department.~~

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT A: Wage Classifications**

<del>MERC – IATSE 28</del>							<del>July 1, 2019 – June 30, 2022</del>						
<b>DEPARTMENT HEADS:</b> Carpenters, Flyrail, Electrician, Properties and Sound, Orchestra Head and Supertext Operator													
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>								
	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>							
Between 8:00 AM and 12:00 midnight	<del>\$29.89</del>	<del>\$14.95</del>	<del>\$30.86</del>	<del>\$15.43</del>	<del>\$31.86</del>	<del>\$15.93</del>							
After 8 hours/day or 40 hours/week	<del>\$44.84</del>	<del>\$22.42</del>	<del>\$46.30</del>	<del>\$23.15</del>	<del>\$47.80</del>	<del>\$23.90</del>							
Between 12:00 midnight and 8:00 AM	<del>\$59.78</del>	<del>\$29.89</del>	<del>\$61.72</del>	<del>\$30.86</del>	<del>\$63.73</del>	<del>\$31.86</del>							
<b>DEPARTMENT HEAD RECORDING RATES:</b>													
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>								
	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>							
Between 8:00 AM and 12:00 midnight	<del>\$35.58</del>	<del>\$17.79</del>	<del>\$36.74</del>	<del>\$18.37</del>	<del>\$37.93</del>	<del>\$18.97</del>							
After 8 hours/day or 40 hours/week	<del>\$53.37</del>	<del>\$26.69</del>	<del>\$55.10</del>	<del>\$27.55</del>	<del>\$56.89</del>	<del>\$28.45</del>							
Between 12:00 midnight and 8:00 AM	<del>\$71.16</del>	<del>\$35.58</del>	<del>\$73.47</del>	<del>\$36.74</del>	<del>\$75.86</del>	<del>\$37.93</del>							
<b>RIGGING SCALE:</b> to be paid to all personnel in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons. When riggers are called to spot lines by moving adjustable loft/head block sheaves on a fixed gridiron and safety devices are installed in conjunction with spotlines, the rigging scale will be paid.													
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>								
	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>							
Between 8:00 AM and 12:00 midnight	<del>\$40.90</del>	<del>\$20.45</del>	<del>\$42.23</del>	<del>\$21.11</del>	<del>\$43.60</del>	<del>\$21.80</del>							
After 8 hours/day or 40 hours/week	<del>\$61.35</del>	<del>\$30.68</del>	<del>\$63.34</del>	<del>\$31.67</del>	<del>\$65.40</del>	<del>\$32.70</del>							
Between 12:00 midnight and 8:00 AM	<del>\$81.81</del>	<del>\$40.91</del>	<del>\$84.47</del>	<del>\$42.23</del>	<del>\$87.22</del>	<del>\$43.61</del>							
<b>GROUND RIGGER:</b> to be paid to all personnel at the request of the Employer or the show Production Manager, who assist the riggers in assembling and/or disassembling the rigging from the stage or Arena floor.													
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>								

	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour
Between 8:00 AM and 12:00 midnight	<b>\$31.13</b>	\$15.57	<b>\$32.14</b>	\$16.07	<b>\$33.18</b>	\$16.59
After 8 hours/day or 40 hours/week	<b>\$46.70</b>	\$23.35	<b>\$48.22</b>	\$24.11	<b>\$49.79</b>	\$24.89
Between 12:00 midnight and 8:00 AM	<b>\$62.27</b>	\$31.14	<b>\$64.29</b>	\$32.15	<b>\$66.38</b>	\$33.19
<b>TRUCK LOADERS:</b>						
	<del>July 1, 2019—June 30, 2020</del>		<del>July 1, 2020—June 30, 2021</del>		<del>July 1, 2021—June 30, 2022</del>	
	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour
Between 8:00 AM and 12:00 midnight	<b>\$33.53</b>	\$16.77	<b>\$34.62</b>	\$17.31	<b>\$35.75</b>	\$17.87
After 8 hours/day or 40 hours/week	<b>\$50.30</b>	\$25.15	<b>\$51.93</b>	\$25.97	<b>\$53.62</b>	\$26.81
Between 12:00 midnight and 8:00 AM	<b>\$67.07</b>	\$33.54	<b>\$69.25</b>	\$34.62	<b>\$71.50</b>	\$35.75
<b>GRIPS/EXTRA PEOPLE:—</b> Carpenters, Flyrail, Electrician, Properties and Sound						
	<del>July 1, 2019—June 30, 2020</del>		<del>July 1, 2020—June 30, 2021</del>		<del>July 1, 2021—June 30, 2022</del>	
	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour
Between 8:00 AM and 12:00 midnight	<b>\$25.70</b>	\$12.85	<b>\$26.54</b>	\$13.27	<b>\$27.40</b>	\$13.70
After 8 hours/day or 40 hours/week	<b>\$38.55</b>	\$19.28	<b>\$39.80</b>	\$19.90	<b>\$41.09</b>	\$20.55
Between 12:00 midnight and 8:00 AM	<b>\$51.40</b>	\$25.70	<b>\$53.07</b>	\$26.54	<b>\$54.79</b>	\$27.40
<b>GRIPS/EXTRA PEOPLE RECORDING RATES:</b>						
	<del>July 1, 2019—June 30, 2020</del>		<del>July 1, 2020—June 30, 2021</del>		<del>July 1, 2021—June 30, 2022</del>	
	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour
Between 8:00 AM and 12:00 midnight	<b>\$30.53</b>	\$15.27	<b>\$31.52</b>	\$15.76	<b>\$32.54</b>	\$16.27
After 8 hours/day or 40 hours/week	<b>\$45.80</b>	\$22.90	<b>\$47.29</b>	\$23.64	<b>\$48.83</b>	\$24.41
Between 12:00 midnight and 8:00 AM	<b>\$61.06</b>	\$30.53	<b>\$63.04</b>	\$31.52	<b>\$65.09</b>	\$32.55
<b>EXTREMELY LOUD/ARENA OR THEATRE ROCK OR COUNTRY WESTERN SHOWS:</b> which are extremely loud. Extremely loud—shall be defined as sound of 112 decibels which occurs for 25 percent or more of the show as measured from the employee's work location.						
	<del>July 1, 2019—June 30, 2020</del>		<del>July 1, 2020—June 30, 2021</del>		<del>July 1, 2021—June 30, 2022</del>	
	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour	Per Hour	Per Half-Hour
Between 8:00 AM and 12:00 midnight	<b>\$33.88</b>	\$16.94	<b>\$34.98</b>	\$17.49	<b>\$36.12</b>	\$18.06
After 8 hours/day or 40 hours/week	<b>\$50.82</b>	\$25.41	<b>\$52.47</b>	\$26.24	<b>\$54.18</b>	\$27.09
Between 12:00 midnight and 8:00 AM	<b>\$67.75</b>	\$33.88	<b>\$69.95</b>	\$34.98	<b>\$72.22</b>	\$36.11

<b>EXTREMELY LOUD RECORDING RATES:</b>						
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>	
	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>
Between 8:00 AM and 12:00 midnight	<del>\$40.27</del>	<del>\$20.14</del>	<del>\$41.58</del>	<del>\$20.79</del>	<del>\$42.93</del>	<del>\$21.47</del>
After 8 hours/day or 40 hours/week	<del>\$60.41</del>	<del>\$30.21</del>	<del>\$62.37</del>	<del>\$31.19</del>	<del>\$64.40</del>	<del>\$32.20</del>
Between 12:00 midnight and 8:00 AM	<del>\$80.54</del>	<del>\$40.27</del>	<del>\$83.16</del>	<del>\$41.58</del>	<del>\$85.86</del>	<del>\$42.93</del>
<b>SPECIAL OPERATOR RATES: Additional sound or light board operators; follow spot operators; pyrotechnicians; video, — slide, or scenic projector operators; forklift operators; laundry; stitcher; shoecraft; certified flaggers/Kellier</b>						
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>	
	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>
Between 8:00 AM and 12:00 midnight	<del>\$28.26</del>	<del>\$14.13</del>	<del>\$29.18</del>	<del>\$14.59</del>	<del>\$30.13</del>	<del>\$15.06</del>
After 8 hours/day or 40 hours/week	<del>\$42.39</del>	<del>\$21.20</del>	<del>\$43.77</del>	<del>\$21.88</del>	<del>\$45.20</del>	<del>\$22.60</del>
Between 12:00 midnight and 8:00 AM	<del>\$56.52</del>	<del>\$28.26</del>	<del>\$58.36</del>	<del>\$29.18</del>	<del>\$60.26</del>	<del>\$30.13</del>
<b>Wardrobe Attendants/Dressers:</b>						
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>	
	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>
Between 8:00 AM and 12:00 midnight	<del>\$25.70</del>	<del>\$12.85</del>	<del>\$26.54</del>	<del>\$13.27</del>	<del>\$27.40</del>	<del>\$13.70</del>
After 8 hours/day or 40 hours/week	<del>\$38.55</del>	<del>\$19.28</del>	<del>\$39.81</del>	<del>\$19.90</del>	<del>\$41.10</del>	<del>\$20.55</del>
Between 12:00 midnight and 8:00 AM	<del>\$51.40</del>	<del>\$25.70</del>	<del>\$53.08</del>	<del>\$26.54</del>	<del>\$54.80</del>	<del>\$27.40</del>
<b>Wardrobe Department Head:</b>						
	<del>July 1, 2019 – June 30, 2020</del>		<del>July 1, 2020 – June 30, 2021</del>		<del>July 1, 2021 – June 30, 2022</del>	
	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>	<del>Per Hour</del>	<del>Per Half-Hour</del>
Between 8:00 AM and 12:00 midnight	<del>\$29.89</del>	<del>\$14.95</del>	<del>\$30.86</del>	<del>\$15.43</del>	<del>\$31.86</del>	<del>\$15.93</del>
After 8 hours/day or 40 hours/week	<del>\$44.84</del>	<del>\$22.42</del>	<del>\$46.29</del>	<del>\$23.15</del>	<del>\$47.79</del>	<del>\$23.90</del>
Between 12:00 midnight and 8:00 AM	<del>\$59.78</del>	<del>\$29.89</del>	<del>\$61.72</del>	<del>\$30.86</del>	<del>\$63.72</del>	<del>\$31.86</del>



<b>Wardrobe/Hair and Makeup:</b>						
	<b>July 1, 2019 – June 30, 2020</b>		<b>July 1, 2020 – June 30, 2021</b>		<b>July 1, 2021 – June 30, 2022</b>	
	<b>Per Hour</b>	<b>Per Half-Hour</b>	<b>Per Hour</b>	<b>Per Half-Hour</b>	<b>Per Hour</b>	<b>Per Half-Hour</b>
Between 8:00 AM and 12:00 midnight	<b>\$29.89</b>	\$14.95	<b>\$30.86</b>	\$15.43	<b>\$31.86</b>	\$15.93
After 8 hours/day or 40 hours/week	<b>\$44.84</b>	\$22.42	<b>\$46.29</b>	\$23.15	<b>\$47.79</b>	\$23.90
Between 12:00 midnight and 8:00 AM	<b>\$59.78</b>	\$29.89	<b>\$61.72</b>	\$30.86	<b>\$63.72</b>	\$31.86
<b>Motion Picture Operators:</b>						
	<b>July 1, 2019 – June 30, 2020</b>		<b>July 1, 2020 – June 30, 2021</b>		<b>July 1, 2021 – June 30, 2022</b>	
	<b>Per Hour</b>	<b>Per Half-Hour</b>	<b>Per Hour</b>	<b>Per Half-Hour</b>	<b>Per Hour</b>	<b>Per Half-Hour</b>
Between 8:00 AM and 12:00 midnight	<b>\$29.89</b>	\$14.95	<b>\$30.86</b>	\$15.43	<b>\$31.86</b>	\$15.93
After 8 hours/day or 40 hours/week	<b>\$44.84</b>	\$22.42	<b>\$46.29</b>	\$23.15	<b>\$47.79</b>	\$23.90
Between 12:00 midnight and 8:00 AM	<b>\$59.78</b>	\$29.89	<b>\$61.72</b>	\$30.86	<b>\$63.72</b>	\$31.86

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for Ratification

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 23-05**

Approving Facility Rental Rates for the Fiscal Years 2025 - 2027 at the Portland Expo Center.

**WHEREAS** the Metropolitan Exposition Recreation Commission (Commission) sets the rental rates for Commission facilities; and

**WHEREAS**, Expo staff recommends that the Commission increase Expo's rental rates in accordance with market and other considerations.

**BE IT THEREFORE RESOLVED** that the Commission approves the Expo's facility rental rates for fiscal years 2025 - 2027 as set forth in Exhibit A.

Passed by the Commission on September 6, 2023.

Approved as to form:

Carrie MacLaren, Metro Attorney

\_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Nathan A. S. Sykes, Deputy Metro Attorney

\_\_\_\_\_  
Secretary/Treasurer

## MERC Staff Report

**Agenda Item:** Approving Facility Rental Rates for the Fiscal Years 2025 - 2027 at the Portland Expo Center

**Resolution No.:** 23-05

**Presented By:** Alicia Crawford Loos

**Date:** September 6, 2023

### **Background and Analysis:**

Last approved by the MERC Commission on June 2, 2021, the Portland Expo Center facility rates undergo full review and evaluation every three years. Our most recent review of industry rental rates at comparable venues has been completed and we have determined that with some adjustments made based on the current economic climate and labor impacts, the Expo Center will remain very competitive in the region, while still offering a significant value to a diverse group of users including youth/amateur/professional sporting events, consumer-public tradeshow, live concerts, community cultural events, as well as corporate functions.

In keeping with this methodology, staff has reviewed the previously approved 2022 - 2024 rate detail and has provided a proposed schedule of rental rates for fiscal years 2025 - 2027 for your consideration. Overall, we have adjusted our standard 3 percent increase to account for the higher-than-normal inflation rates seen over the past two years. However, we will increase rental rates for exhibit halls and meeting rooms by an average of 4 percent and outdoor exhibition space by an average of 5 percent each fiscal year through 2027. We feel these rate increases are prudent to drive top sales revenues into the future and remain competitive into the future.

**Fiscal Impact:** This action anticipates an overall increase in rental revenues through focused attention on combination hall bookings, multi-year pricing procedures and standard room rental increases of 4-5 percent per year from FY2025 to FY2027. **In FY23, these strategies produced \$500,000 in new event revenue.**

**Recommendation:** Staff recommends that the Metropolitan Exposition Recreation Commission approve the Portland Expo Center facility rental rates as presented for fiscal years 2025 - 2027.

**Attachments to Resolution and/or Staff Report:** Attachment A Rental Rates.

**Recommendation:** Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution 23-05, Portland Expo Center Rental Rates for fiscal years 2025 and 2027.

# Attachment A

## Facility Rental / Ticketed

Locations	Square Footage	Fiscal Year FY24	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY25 Rental Rate	Cost Per Square Footage
<b>Exhibit Halls</b>								
A	48,000	\$ 3,430	4.00%	\$ 3,567	3.94%	\$ 135	\$ 3,565	\$ 0.074
B	36,000	\$ 2,710	4.00%	\$ 2,818	4.06%	\$ 110	\$ 2,820	\$ 0.078
C	60,000	\$ 4,465	4.00%	\$ 4,644	4.03%	\$ 180	\$ 4,645	\$ 0.077
D1	36,000	\$ 3,755	4.00%	\$ 3,905	3.99%	\$ 150	\$ 3,905	\$ 0.108
D2	36,000	\$ 3,755	4.00%	\$ 3,905	3.99%	\$ 150	\$ 3,905	\$ 0.108
D	72,000	\$ 7,510	4.00%	\$ 7,810	3.99%	\$ 300	\$ 7,810	\$ 0.108
E1	54,000	\$ 5,390	4.00%	\$ 5,606	3.99%	\$ 215	\$ 5,605	\$ 0.104
E2	54,000	\$ 5,390	4.00%	\$ 5,606	3.99%	\$ 215	\$ 5,605	\$ 0.104
E	108,000	\$ 10,780	4.00%	\$ 11,211	3.99%	\$ 430	\$ 11,210	\$ 0.104
<b>Meeting Rooms</b>								
D101	494	\$ 195	4.00%	\$ 203	5.13%	\$ 10	\$ 205	\$ 0.415
D102	330	\$ 170	4.00%	\$ 177	2.94%	\$ 5	\$ 175	\$ 0.530
D101-2	824	\$ 365	4.00%	\$ 380	4.11%	\$ 15	\$ 380	\$ 0.461
D201	1,300	\$ 495	4.00%	\$ 515	4.04%	\$ 20	\$ 515	\$ 0.396
D202	784	\$ 275	4.00%	\$ 286	3.64%	\$ 10	\$ 285	\$ 0.364
D203	812	\$ 275	4.00%	\$ 286	3.64%	\$ 10	\$ 285	\$ 0.351
D204	784	\$ 275	4.00%	\$ 286	3.64%	\$ 10	\$ 285	\$ 0.364
D205/ Expo Board Room	204	\$ 200	4.00%	\$ 208	5.00%	\$ 10	\$ 210	\$ 1.029
D202-3	1,596	\$ 550	4.00%	\$ 572	3.64%	\$ 20	\$ 570	\$ 0.357
D202-4	2,380	\$ 825	4.00%	\$ 858	4.24%	\$ 35	\$ 860	\$ 0.361
D203-4	1,596	\$ 550	4.00%	\$ 572	3.64%	\$ 20	\$ 570	\$ 0.357
D201-4	3,680	\$ 1,320	4.00%	\$ 1,373	4.17%	\$ 55	\$ 1,375	\$ 0.374
D201-5	3,884	\$ 1,520	4.00%	\$ 1,581	3.95%	\$ 60	\$ 1,580	\$ 0.407
E101	525	\$ 205	4.00%	\$ 213	4.88%	\$ 10	\$ 215	\$ 0.410
E102	600	\$ 235	4.00%	\$ 244	4.26%	\$ 10	\$ 245	\$ 0.408
E101-2	1,125	\$ 440	4.00%	\$ 458	4.55%	\$ 20	\$ 460	\$ 0.409

Locations	Square Footage	Fiscal Year FY24	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	Total Rounded	Cost Per Square Footage
<b>Miscellaneous</b>								
Connector	4,500	\$ 455	4.00%	473	4.40%	20	\$ 475	\$ 0.106
East Hall	4,400	\$ 900	0.00%	900	0.00%	-	\$ 900	\$ 0.205
A Lobby	4,400	\$ 580	4.00%	603	4.31%	25	\$ 605	\$ 0.138
A Lounge	1,500	\$ 270	0.00%		0.00%	-	\$ 750	\$ 0.500
D Lobby	6,400	\$ 2,530	0.00%		0.00%	-	\$ 500	\$ 0.078
D Lounge	1,240	\$ 700	4.00%	728	4.29%	30	\$ 730	\$ 0.589
E Lobby	7,200	\$ 2,865	0.00%		0.00%	-	\$ 750	\$ 0.104
<b>Parking Lots</b>								
All Parking Lots	803,556	\$ 20,090	5.00%	21,095	5.00%	1,005	\$ 21,095	\$ 0.0263
Boneyard	16,000	\$ 420	5.00%	441	4.76%	20	\$ 440	\$ 0.0275
Lower Parking Lot 1 East	73,300	\$ 1,835	5.00%	1,927	4.90%	90	\$ 1,925	\$ 0.0263
Lower Parking Lot 1 West	138,600	\$ 3,465	5.00%	3,638	5.05%	175	\$ 3,640	\$ 0.0263
Lower Parking Lot 1	211,900	\$ 5,300	5.00%	5,565	5.00%	265	\$ 5,565	\$ 0.0263
Lower Parking Lot 2	98,000	\$ 2,450	5.00%	2,573	5.10%	125	\$ 2,575	\$ 0.0263
Lower Parking Lot 3	147,000	\$ 3,675	5.00%	3,859	5.03%	185	\$ 3,860	\$ 0.0263
Lower Parking Lot 1-2	309,900	\$ 7,745	5.00%	8,132	4.97%	385	\$ 8,130	\$ 0.0262
Lower Parking Lot 1-2-3	456,900	\$ 11,425	5.00%	11,996	4.99%	570	\$ 11,995	\$ 0.0263
Lower Parking Lot 1W-2	236,600	\$ 5,915	5.00%	6,211	4.99%	295	\$ 6,210	\$ 0.0262
Lower Parking Lot 1W-2-3	383,600	\$ 9,590	5.00%	10,070	5.01%	480	\$ 10,070	\$ 0.0263
Upper Parking Lot 1	86,000	\$ 2,150	5.00%	2,258	5.12%	110	\$ 2,260	\$ 0.0263
Upper Parking Lot 2	43,200	\$ 1,080	5.00%	1,134	5.09%	55	\$ 1,135	\$ 0.0263
Upper Parking Lot 3	39,600	\$ 990	5.00%	1,040	5.05%	50	\$ 1,040	\$ 0.0263
Upper Parking Lot 4	177,856	\$ 4,445	5.00%	4,667	4.95%	220	\$ 4,665	\$ 0.0262
Upper Parking Lot 4 South	21,000	\$ 525	5.00%	551	4.76%	25	\$ 550	\$ 0.0262
Upper Parking Lot 1-2	129,200	\$ 3,230	5.00%	3,392	4.95%	160	\$ 3,390	\$ 0.0262
Upper Parking Lot 2-3	82,800	\$ 2,070	5.00%	2,174	5.07%	105	\$ 2,175	\$ 0.0263
Upper Parking Lot 1-2-3	168,800	\$ 4,220	5.00%	4,431	4.98%	210	\$ 4,430	\$ 0.0262
Upper Parking Lot 1-2-3-4	346,656	\$ 8,665	5.00%	9,098	5.02%	435	\$ 9,100	\$ 0.0263
Upper Parking Lot Plaza	11,300	\$ 420	5.00%	441	4.76%	20	\$ 440	\$ 0.0389

Parking Lot Rental increased by 5% in FY25 to \$.0263 per sq. ft.

Facility Rental Rates / Non-Ticketed

Locations	Square Footage	Fiscal Year FY24	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY25 Rental Rate	Cost Per Square Footage
Exhibit Halls								
A	48,000	4,210	4.00%	4,378	4.04%	170	4,380	0.091
B	36,000	3,145	4.00%	3,271	3.97%	125	3,270	0.091
C	60,000	5,290	4.00%	5,502	3.97%	210	5,500	0.092
D1	36,000	4,335	4.00%	4,508	4.04%	175	4,510	0.125
D2	36,000	4,335	4.00%	4,508	4.04%	175	4,510	0.125
D	72,000	8,675	4.00%	9,022	3.98%	345	9,020	0.125
E1	54,000	6,350	4.00%	6,604	4.02%	255	6,605	0.122
E2	54,000	6,350	4.00%	6,604	4.02%	255	6,605	0.122
E	108,000	12,700	4.00%	13,208	4.02%	510	13,210	0.122
Meeting Rooms								
D101	494	195	4.00%	203	5.13%	10	205	0.415
D102	330	170	4.00%	177	2.94%	5	175	0.530
D101-2	824	365	4.00%	380	4.11%	15	380	0.461
D201	1300	495	4.00%	515	4.04%	20	515	0.396
D202	784	275	4.00%	286	3.64%	10	285	0.364
D203	784	275	4.00%	286	3.64%	10	285	0.364
D204	784	275	4.00%	286	3.64%	10	285	0.364
D205	204	200	4.00%	208	5.00%	10	210	1.029
D202-3	1568	550	4.00%	572	3.64%	20	570	0.364
D202-4	2352	825	4.00%	858	4.24%	35	860	0.366
D203-4	1568	550	4.00%	572	3.64%	20	570	0.364
D201-4	3652	1,320	4.00%	1,373	4.17%	55	1,375	0.377
D201-5	3856	1,520	4.00%	1,581	3.95%	60	1,580	0.410
E101	525	205	4.00%	213	4.88%	10	215	0.410
E102	600	235	4.00%	244	4.26%	10	245	0.408
E101-2	1125	440	4.00%	458	4.55%	20	460	0.409
Locations	Square Footage	Fiscal Year FY24	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY25 Rental Rate	Cost Per Square Footage
Miscellaneous								
Connector	4,500	455	4.00%	473	4.40%	20	475	0.106
East Hall	4,400	900	0.00%	900	0.00%	-	900	0.205
A Lobby	4,400	580	4.00%	603	4.31%	25	750	0.170
A Lounge	1,500	270		270	0.00%	240	270	0.180
D Lobby	6,400	2,455	0.00%	2,455	0.00%	-	500	0.078
D Lounge	1,240	680	4.00%	707	3.68%	25	730	0.589
E Lobby	7,200	2,780		2,780	0.00%	-	750	0.104
Parking Lots								
All Parking Lots	803,556	20,090	5.00%	21,095	5.00%	1,005	21,095	0.0263
Boneyard	16,000	420	5.00%	441	4.76%	20	440	0.0275
Lower Parking Lot 1 East	73,300	1,835	5.00%	1,927	4.90%	90	1,925	0.0263
Lower Parking Lot 1 West	138,600	3,465	5.00%	3,638	5.05%	175	3,640	0.0263
Lower Parking Lot 1	211,900	5,300	5.00%	5,565	5.00%	265	5,565	0.0263
Lower Parking Lot 2	98,000	2,450	5.00%	2,573	5.10%	125	2,575	0.0263
Lower Parking Lot 3	147,000	3,675	5.00%	3,859	5.03%	185	3,860	0.0263
Lower Parking Lot 1-2	309,900	7,745	5.00%	8,132	4.97%	385	8,130	0.0262
Lower Parking Lot 1-2-3	456,900	11,425	5.00%	11,996	4.99%	570	11,995	0.0263
Lower Parking Lot 1W-2	236,600	5,915	5.00%	6,211	4.99%	295	6,210	0.0262
Lower Parking Lot 1W-2-3	383,600	9,590	5.00%	10,070	5.01%	480	10,070	0.0263
Upper Parking Lot 1	86,000	2,150	5.00%	2,258	5.12%	110	2,260	0.0263
Upper Parking Lot 2	43,200	1,080	5.00%	1,134	5.09%	55	1,135	0.0263
Upper Parking Lot 3	39,600	990	5.00%	1,040	5.05%	50	1,040	0.0263
Upper Parking Lot 4	177,856	4,445	5.00%	4,667	4.95%	220	4,665	0.0262
Upper Parking Lot 4 South	21,000	525	5.00%	551	4.76%	25	550	0.0262
Upper Parking Lot 1-2	129,200	3,230	5.00%	3,392	4.95%	160	3,390	0.0262
Upper Parking Lot 2-3	82,800	2,070	5.00%	2,174	5.07%	105	2,175	0.0263
Upper Parking Lot 1-2-3	168,800	4,220	5.00%	4,431	4.98%	210	4,430	0.0262
Upper Parking Lot 1-2-3-4	346,656	8,665	5.00%	9,098	5.02%	435	9,100	0.0263
Upper Parking Lot Plaza	11,300	420	5.00%	441	4.76%	20	440	0.0389

Facility Rental / Ticketed

Locations	Square Footage	Fiscal Year FY25	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY26 Rental Rate	Cost Per Square Footage
<b>Exhibit Halls</b>								
A	48,000	\$ 3,565	4.00%	\$ 3,708	4.07%	\$ 145	\$ 3,710	\$ 0.077
B	36,000	\$ 2,820	4.00%	\$ 2,933	4.08%	\$ 115	\$ 2,935	\$ 0.082
C	60,000	\$ 4,645	4.00%	\$ 4,831	3.98%	\$ 185	\$ 4,830	\$ 0.081
D1	36,000	\$ 3,905	4.00%	\$ 4,061	3.97%	\$ 155	\$ 4,060	\$ 0.113
D2	36,000	\$ 3,905	4.00%	\$ 4,061	3.97%	\$ 155	\$ 4,060	\$ 0.113
D	72,000	\$ 7,810	4.00%	\$ 8,122	3.97%	\$ 310	\$ 8,120	\$ 0.113
E1	54,000	\$ 5,605	4.00%	\$ 5,829	4.01%	\$ 225	\$ 5,830	\$ 0.108
E2	54,000	\$ 5,605	4.00%	\$ 5,829	4.01%	\$ 225	\$ 5,830	\$ 0.108
E	108,000	\$ 11,210	4.00%	\$ 11,658	4.01%	\$ 450	\$ 11,660	\$ 0.108
<b>Meeting Rooms</b>								
D101	494	\$ 205	4.00%	\$ 213	4.88%	\$ 10	\$ 215	\$ 0.435
D102	330	\$ 175	4.00%	\$ 182	2.86%	\$ 5	\$ 180	\$ 0.545
D101-2	824	\$ 380	4.00%	\$ 395	3.95%	\$ 15	\$ 395	\$ 0.479
D201	1,300	\$ 515	4.00%	\$ 536	3.88%	\$ 20	\$ 535	\$ 0.412
D202	784	\$ 285	4.00%	\$ 296	3.51%	\$ 10	\$ 295	\$ 0.376
D203	812	\$ 285	4.00%	\$ 296	3.51%	\$ 10	\$ 295	\$ 0.363
D204	784	\$ 285	4.00%	\$ 296	3.51%	\$ 10	\$ 295	\$ 0.376
D205/ Expo Board Room	204	\$ 210	4.00%	\$ 218	4.76%	\$ 10	\$ 220	\$ 1.078
D202-3	1,596	\$ 570	4.00%	\$ 593	4.39%	\$ 25	\$ 595	\$ 0.373
D202-4	2,380	\$ 860	4.00%	\$ 894	4.07%	\$ 35	\$ 895	\$ 0.376
D203-4	1,596	\$ 570	4.00%	\$ 593	4.39%	\$ 25	\$ 595	\$ 0.373
D201-4	3,680	\$ 1,375	4.00%	\$ 1,430	4.00%	\$ 55	\$ 1,430	\$ 0.389
D201-5	3,884	\$ 1,580	4.00%	\$ 1,643	4.11%	\$ 65	\$ 1,645	\$ 0.424
E101	525	\$ 215	4.00%	\$ 224	4.65%	\$ 10	\$ 225	\$ 0.429
E102	600	\$ 245	4.00%	\$ 255	4.08%	\$ 10	\$ 255	\$ 0.425
E101-2	1,125	\$ 460	4.00%	\$ 478	4.35%	\$ 20	\$ 480	\$ 0.427

Locations	Square Footage	Fiscal Year FY25	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	Total Rounded	Cost Per Square Footage
<b>Miscellaneous</b>								
Connector	4,500	\$ 475	4.00%	494	4.21%	20	\$ 495	\$ 0.110
East Hall	4,400	\$ 900		900		-	\$ 900	\$ 0.205
A Lobby	4,400	\$ 605	4.00%	629	4.13%	25	\$ 630	\$ 0.143
A Lounge	1,500	\$ 750					\$ 750	\$ 0.500
D Lobby	6,400	\$ 500					\$ 500	\$ 0.078
D Lounge	1,240	\$ 730	4.00%	759	4.11%	30	\$ 760	\$ 0.613
E Lobby	7,200	\$ 750					\$ 750	\$ 0.104
<b>Parking Lots</b>								
All Parking Lots	803,556	\$ 21,095	5.00%	22,150	5.00%	1,055	\$ 22,150	\$ 0.0276
Boneyard	16,000	\$ 440	5.00%	462	4.55%	20	\$ 460	\$ 0.0288
Lower Parking Lot 1 East	73,300	\$ 1,925	5.00%	2,021	4.94%	95	\$ 2,020	\$ 0.0276
Lower Parking Lot 1 West	138,600	\$ 3,640	5.00%	3,822	4.95%	180	\$ 3,820	\$ 0.0276
Lower Parking Lot 1	211,900	\$ 5,565	5.00%	5,843	5.03%	280	\$ 5,845	\$ 0.0276
Lower Parking Lot 2	98,000	\$ 2,575	5.00%	2,704	5.05%	130	\$ 2,705	\$ 0.0276
Lower Parking Lot 3	147,000	\$ 3,860	5.00%	4,053	5.05%	195	\$ 4,055	\$ 0.0276
Lower Parking Lot 1-2	309,900	\$ 8,130	5.00%	8,537	4.98%	405	\$ 8,535	\$ 0.0275
Lower Parking Lot 1-2-3	456,900	\$ 11,995	5.00%	12,595	5.00%	600	\$ 12,595	\$ 0.0276
Lower Parking Lot 1W-2	236,600	\$ 6,210	5.00%	6,521	4.99%	310	\$ 6,520	\$ 0.0276
Lower Parking Lot 1W-2-3	383,600	\$ 10,070	5.00%	10,574	5.01%	505	\$ 10,575	\$ 0.0276
Upper Parking Lot 1	86,000	\$ 2,260	5.00%	2,373	5.09%	115	\$ 2,375	\$ 0.0276
Upper Parking Lot 2	43,200	\$ 1,135	5.00%	1,192	4.85%	55	\$ 1,190	\$ 0.0275
Upper Parking Lot 3	39,600	\$ 1,040	5.00%	1,092	4.81%	50	\$ 1,090	\$ 0.0275
Upper Parking Lot 4	177,856	\$ 4,665	5.00%	4,898	5.04%	235	\$ 4,900	\$ 0.0276
Upper Parking Lot 4 South	21,000	\$ 550	5.00%	578	5.45%	30	\$ 580	\$ 0.0276
Upper Parking Lot 1-2	129,200	\$ 3,390	5.00%	3,560	5.01%	170	\$ 3,560	\$ 0.0276
Upper Parking Lot 2-3	82,800	\$ 2,175	5.00%	2,284	5.06%	110	\$ 2,285	\$ 0.0276
Upper Parking Lot 1-2-3	168,800	\$ 4,430	5.00%	4,652	4.97%	220	\$ 4,650	\$ 0.0275
Upper Parking Lot 1-2-3-4	346,656	\$ 9,100	5.00%	9,555	5.00%	455	\$ 9,555	\$ 0.0276
Upper Parking Lot Plaza	11,300	\$ 440	5.00%	462	4.55%	20	\$ 460	\$ 0.0407

Parking Lot Rental increased by 5% in FY26 to \$.0276 per sq. ft.

Facility Rental Rates / Non-Ticketed

Locations	Square Footage	Fiscal Year FY25	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY26 Rental Rate	Cost Per Square Footage
<b>Exhibit Halls</b>								
A	48,000	4,380	4.00%	4,555	4.00%	175	4,555	0.095
B	36,000	3,270	4.00%	3,401	3.98%	130	3,400	0.094
C	60,000	5,500	4.00%	5,720	4.00%	220	5,720	0.095
D1	36,000	4,510	4.00%	4,690	3.99%	180	4,690	0.130
D2	36,000	4,510	4.00%	4,690	3.99%	180	4,690	0.130
D	72,000	9,020	4.00%	9,381	3.99%	360	9,380	0.130
E1	54,000	6,605	4.00%	6,869	4.01%	265	6,870	0.127
E2	54,000	6,605	4.00%	6,869	4.01%	265	6,870	0.127
E	108,000	13,210	4.00%	13,738	4.01%	530	13,740	0.127
<b>Meeting Rooms</b>								
D101	494	205	4.00%	213	4.88%	10	215	0.435
D102	330	175	4.00%	182	2.86%	5	180	0.545
D101-2	824	380	4.00%	395	3.95%	15	395	0.479
D201	1300	515	4.00%	536	3.88%	20	535	0.412
D202	784	285	4.00%	296	3.51%	10	295	0.376
D203	784	285	4.00%	296	3.51%	10	295	0.376
D204	784	285	4.00%	296	3.51%	10	295	0.376
D205	204	210	4.00%	218	4.76%	10	220	1.078
D202-3	1568	570	4.00%	593	4.39%	25	595	0.379
D202-4	2352	860	4.00%	894	4.07%	35	895	0.381
D203-4	1568	570	4.00%	593	4.39%	25	595	0.379
D201-4	3652	1,375	4.00%	1,430	4.00%	55	1,430	0.392
D201-5	3856	1,580	4.00%	1,643	4.11%	65	1,645	0.427
E101	525	215	4.00%	224	4.65%	10	225	0.429
E102	600	245	4.00%	255	4.08%	10	255	0.425
E101-2	1125	460	4.00%	478	4.35%	20	480	0.427

Locations	Square Footage	Fiscal Year FY25	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY26 Rental Rate	Cost Per Square Footage
<b>Miscellaneous</b>								
Connector	4,500	475	4.00%	494	4.21%	20	495	0.110
East Hall	4,400	900	0.00%	900	0.00%	-	900	0.205
A Lobby	4,400	750	4.00%	780	4.00%	30	780	0.177
A Lounge	1,500	270	0.00%	270	0.00%	240	270	0.180
D Lobby	6,400	500	0.00%	500	0.00%	-	500	0.078
D Lounge	1,240	730	4.00%	759	4.11%	30	760	0.613
E Lobby	7,200	750	4.00%	780	4.00%	30	780	0.108
<b>Parking Lots</b>								
All Parking Lots	803,556	21,095	5.00%	22,150	5.00%	1,055	22,150	0.0276
Boneyard	16,000	440	5.00%	462	4.55%	20	460	0.0288
Lower Parking Lot 1 East	73,300	1,925	5.00%	2,021	4.94%	95	2,020	0.0276
Lower Parking Lot 1 West	138,600	3,640	5.00%	3,822	4.95%	180	3,820	0.0276
Lower Parking Lot 1	211,900	5,565	5.00%	5,843	5.03%	280	5,845	0.0276
Lower Parking Lot 2	98,000	2,575	5.00%	2,704	5.05%	130	2,705	0.0276
Lower Parking Lot 3	147,000	3,860	5.00%	4,053	5.05%	195	4,055	0.0276
Lower Parking Lot 1-2	309,900	8,130	5.00%	8,537	4.98%	405	8,535	0.0275
Lower Parking Lot 1-2-3	456,900	11,995	5.00%	12,595	5.00%	600	12,595	0.0276
Lower Parking Lot 1W-2	236,600	6,210	5.00%	6,521	4.99%	310	6,520	0.0276
Lower Parking Lot 1W-2-3	383,600	10,070	5.00%	10,574	5.01%	505	10,575	0.0276
Upper Parking Lot 1	86,000	2,260	5.00%	2,373	5.09%	115	2,375	0.0276
Upper Parking Lot 2	43,200	1,135	5.00%	1,192	4.85%	55	1,190	0.0275
Upper Parking Lot 3	39,600	1,040	5.00%	1,092	4.81%	50	1,090	0.0275
Upper Parking Lot 4	177,856	4,665	5.00%	4,898	5.04%	235	4,900	0.0276
Upper Parking Lot 4 South	21,000	550	5.00%	578	5.45%	30	580	0.0276
Upper Parking Lot 1-2	129,200	3,390	5.00%	3,560	5.01%	170	3,560	0.0276
Upper Parking Lot 2-3	82,800	2,175	5.00%	2,284	5.06%	110	2,285	0.0276
Upper Parking Lot 1-2-3	168,800	4,430	5.00%	4,652	4.97%	220	4,650	0.0275
Upper Parking Lot 1-2-3-4	346,656	9,100	5.00%	9,555	5.00%	455	9,555	0.0276
Upper Parking Lot Plaza	11,300	440	5.00%	462	4.55%	20	460	0.0407

Parking Lot Rental increased by 5% in FY26 to \$.0276 per sq. ft.



Facility Rental / Ticketed

Locations	Square Footage	Fiscal Year FY26	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY26 Rental Rate	Cost Per Square Footage
<b>Exhibit Halls</b>								
A	48,000	\$ 22,150	4.00%	\$ 23,036	4.00%	\$ 885	\$ 23,035	\$ 0.480
B	36,000	\$ 460	4.00%	\$ 478	4.35%	\$ 20	\$ 480	\$ 0.013
C	60,000	\$ 2,020	4.00%	\$ 2,101	3.96%	\$ 80	\$ 2,100	\$ 0.035
D1	36,000	\$ 3,820	4.00%	\$ 3,973	4.06%	\$ 155	\$ 3,975	\$ 0.110
D2	36,000	\$ 5,845	4.00%	\$ 6,079	4.02%	\$ 235	\$ 6,080	\$ 0.169
D	72,000	\$ 2,705	4.00%	\$ 2,813	4.07%	\$ 110	\$ 2,815	\$ 0.039
E1	54,000	\$ 4,055	4.00%	\$ 4,217	3.95%	\$ 160	\$ 4,215	\$ 0.078
E2	54,000	\$ 8,535	4.00%	\$ 8,876	3.98%	\$ 340	\$ 8,875	\$ 0.164
E	108,000	\$ 12,595	4.00%	\$ 13,099	4.01%	\$ 505	\$ 13,100	\$ 0.121
<b>Meeting Rooms</b>								
D101	494	\$ 495	4.00%	\$ 515	4.04%	\$ 20	\$ 515	\$ 1.043
D102	330	\$ 175	4.00%	\$ 182	2.86%	\$ 5	\$ 180	\$ 0.545
D101-2	824	\$ 380	4.00%	\$ 395	3.95%	\$ 15	\$ 395	\$ 0.479
D201	1,300	\$ 515	4.00%	\$ 536	3.88%	\$ 20	\$ 535	\$ 0.412
D202	784	\$ 285	4.00%	\$ 296	3.51%	\$ 10	\$ 295	\$ 0.376
D203	812	\$ 285	4.00%	\$ 296	3.51%	\$ 10	\$ 295	\$ 0.363
D204	784	\$ 285	4.00%	\$ 296	3.51%	\$ 10	\$ 295	\$ 0.376
D205/ Expo Board Room	204	\$ 210	4.00%	\$ 218	4.76%	\$ 10	\$ 220	\$ 1.078
D202-3	1,596	\$ 570	4.00%	\$ 593	4.39%	\$ 25	\$ 595	\$ 0.373
D202-4	2,380	\$ 860	4.00%	\$ 894	4.07%	\$ 35	\$ 895	\$ 0.376
D203-4	1,596	\$ 570	4.00%	\$ 593	4.39%	\$ 25	\$ 595	\$ 0.373
D201-4	3,680	\$ 1,375	4.00%	\$ 1,430	4.00%	\$ 55	\$ 1,430	\$ 0.389
D201-5	3,884	\$ 1,580	4.00%	\$ 1,643	4.11%	\$ 65	\$ 1,645	\$ 0.424
E101	525	\$ 215	4.00%	\$ 224	4.65%	\$ 10	\$ 225	\$ 0.429
E102	600	\$ 245	4.00%	\$ 255	4.08%	\$ 10	\$ 255	\$ 0.425
E101-2	1,125	\$ 460	4.00%	\$ 478	4.35%	\$ 20	\$ 480	\$ 0.427

Locations	Square Footage	Fiscal Year FY26	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	Total Rounded	Cost Per Square Footage
<b>Miscellaneous</b>								
Connector	4,500	\$ 215	4.00%	224	4.65%	10	\$ 225	\$ 0.050
East Hall	4,400	\$ 180		180		-	\$ 180	\$ 0.041
A Lobby	4,400	\$ 395	4.00%	411	3.80%	15	\$ 410	\$ 0.093
A Lounge	1,500	\$ 535					\$ 750	\$ 0.500
D Lobby	6,400	\$ 295					\$ 500	\$ 0.078
D Lounge	1,240	\$ 295	4.00%	307	3.39%	10	\$ 305	\$ 0.246
E Lobby	7,200	\$ 295					\$ 750	\$ 0.104
<b>Parking Lots</b>								
All Parking Lots	803,556	\$ 22,150	5.00%	23,258	5.01%	1,110	\$ 23,260	\$ 0.0289
Boneyard	16,000	\$ 460	5.00%	483	5.43%	25	\$ 485	\$ 0.0303
Lower Parking Lot 1 East	73,300	\$ 2,020	5.00%	2,121	4.95%	100	\$ 2,120	\$ 0.0289
Lower Parking Lot 1 West	138,600	\$ 3,820	5.00%	4,011	4.97%	190	\$ 4,010	\$ 0.0289
Lower Parking Lot 1	211,900	\$ 5,845	5.00%	6,137	4.96%	290	\$ 6,135	\$ 0.0290
Lower Parking Lot 2	98,000	\$ 2,705	5.00%	2,840	4.99%	135	\$ 2,840	\$ 0.0290
Lower Parking Lot 3	147,000	\$ 4,055	5.00%	4,258	5.06%	205	\$ 4,260	\$ 0.0290
Lower Parking Lot 1-2	309,900	\$ 8,535	5.00%	8,962	4.98%	425	\$ 8,960	\$ 0.0289
Lower Parking Lot 1-2-3	456,900	\$ 12,595	5.00%	13,225	5.00%	630	\$ 13,225	\$ 0.0289
Lower Parking Lot 1W-2	236,600	\$ 6,520	5.00%	6,846	4.98%	325	\$ 6,845	\$ 0.0289
Lower Parking Lot 1W-2-3	383,600	\$ 10,575	5.00%	11,104	5.01%	530	\$ 11,105	\$ 0.0289
Upper Parking Lot 1	86,000	\$ 2,375	5.00%	2,494	5.05%	120	\$ 2,495	\$ 0.0290
Upper Parking Lot 2	43,200	\$ 1,190	5.00%	1,250	5.04%	60	\$ 1,250	\$ 0.0289
Upper Parking Lot 3	39,600	\$ 1,090	5.00%	1,145	5.05%	55	\$ 1,145	\$ 0.0289
Upper Parking Lot 4	177,856	\$ 4,900	5.00%	5,145	5.00%	245	\$ 5,145	\$ 0.0289
Upper Parking Lot 4 South	21,000	\$ 580	5.00%	609	5.17%	30	\$ 610	\$ 0.0290
Upper Parking Lot 1-2	129,200	\$ 3,560	5.00%	3,738	5.06%	180	\$ 3,740	\$ 0.0289
Upper Parking Lot 2-3	82,800	\$ 2,285	5.00%	2,399	5.03%	115	\$ 2,400	\$ 0.0290
Upper Parking Lot 1-2-3	168,800	\$ 4,650	5.00%	4,883	5.05%	235	\$ 4,885	\$ 0.0289
Upper Parking Lot 1-2-3-4	346,656	\$ 9,555	5.00%	10,033	5.02%	480	\$ 10,035	\$ 0.0289
Upper Parking Lot Plaza	11,300	\$ 460	5.00%	483	5.43%	25	\$ 485	\$ 0.0429

Parking Lot Rental increased by 5% in FY27 to \$.0289 per sq. ft.

Facility Rental Rates / Non-Ticketed

Locations	Square Footage	Fiscal Year FY26	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY27 Rental Rate	Cost Per Square Footage
<b>Exhibit Halls</b>								
A	48,000	4,555	4.00%	4,737	3.95%	180	4,735	0.099
B	36,000	3,400	4.00%	3,536	3.97%	135	3,535	0.098
C	60,000	5,720	4.00%	5,949	4.02%	230	5,950	0.099
D1	36,000	4,690	4.00%	4,878	4.05%	190	4,880	0.136
D2	36,000	4,690	4.00%	4,878	4.05%	190	4,880	0.136
D	72,000	9,380	4.00%	9,755	4.00%	375	9,755	0.135
E1	54,000	6,870	4.00%	7,145	4.00%	275	7,145	0.132
E2	54,000	6,870	4.00%	7,145	4.00%	275	7,145	0.132
E	108,000	13,740	4.00%	14,290	4.00%	550	14,290	0.132
<b>Meeting Rooms</b>								
D101	494	215	4.00%	224	4.65%	10	225	0.455
D102	330	180	4.00%	187	2.78%	5	185	0.561
D101-2	824	395	4.00%	411	3.80%	15	410	0.498
D201	1300	535	4.00%	556	3.74%	20	555	0.427
D202	784	295	4.00%	307	3.39%	10	305	0.389
D203	784	295	4.00%	307	3.39%	10	305	0.389
D204	784	295	4.00%	307	3.39%	10	305	0.389
D205	204	220	4.00%	229	4.55%	10	230	1.127
D202-3	1568	595	4.00%	619	4.20%	25	620	0.395
D202-4	2352	895	4.00%	931	3.91%	35	930	0.395
D203-4	1568	595	4.00%	619	4.20%	25	620	0.395
D201-4	3652	1,430	4.00%	1,487	3.85%	55	1,485	0.407
D201-5	3856	1,645	4.00%	1,711	3.95%	65	1,710	0.443
E101	525	225	4.00%	234	4.44%	10	235	0.448
E102	600	255	4.00%	265	3.92%	10	265	0.442
E101-2	1125	480	4.00%	499	4.17%	20	500	0.444

Locations	Square Footage	Fiscal Year FY26	Percentage Increase	Total with Increase	Percentage Increase	Dollar Increase	FY27 Rental Rate	Cost Per Square Footage
<b>Miscellaneous</b>								
Connector	4,500	495	4.00%	515	4.04%	20	515	0.114
East Hall	4,400	900	0.00%	900	0.00%	-	900	0.205
A Lobby	4,400	780	4.00%	811	3.85%	30	810	0.184
A Lounge	1,500	270	0.00%	270	0.00%	240	270	0.180
D Lobby	6,400	500	0.00%	500	0.00%	-	500	0.078
D Lounge	1,240	760	4.00%	790	3.95%	30	790	0.637
E Lobby	7,200	780	4.00%	811	3.85%	30	810	0.113
<b>Parking Lots</b>								
All Parking Lots	803,556	22,150	5.00%	23,258	5.01%	1,110	23,260	0.0289
Boneyard	16,000	460	5.00%	483	5.43%	25	485	0.0303
Lower Parking Lot 1 East	73,300	2,020	5.00%	2,121	4.95%	100	2,120	0.0289
Lower Parking Lot 1 West	138,600	3,820	5.00%	4,011	4.97%	190	4,010	0.0289
Lower Parking Lot 1	211,900	5,845	5.00%	6,137	4.96%	290	6,135	0.0290
Lower Parking Lot 2	98,000	2,705	5.00%	2,840	4.99%	135	2,840	0.0290
Lower Parking Lot 3	147,000	4,055	5.00%	4,258	5.06%	205	4,260	0.0290
Lower Parking Lot 1-2	309,900	8,535	5.00%	8,962	4.98%	425	8,960	0.0289
Lower Parking Lot 1-2-3	456,900	12,595	5.00%	13,225	5.00%	630	13,225	0.0289
Lower Parking Lot 1W-2	236,600	6,520	5.00%	6,846	4.98%	325	6,845	0.0289
Lower Parking Lot 1W-2-3	383,600	10,575	5.00%	11,104	5.01%	530	11,105	0.0289
Upper Parking Lot 1	86,000	2,375	5.00%	2,494	5.05%	120	2,495	0.0290
Upper Parking Lot 2	43,200	1,190	5.00%	1,250	5.04%	60	1,250	0.0289
Upper Parking Lot 3	39,600	1,090	5.00%	1,145	5.05%	55	1,145	0.0289
Upper Parking Lot 4	177,856	4,900	5.00%	5,145	5.00%	245	5,145	0.0289
Upper Parking Lot 4 South	21,000	580	5.00%	609	5.17%	30	610	0.0290
Upper Parking Lot 1-2	129,200	3,560	5.00%	3,738	5.06%	180	3,740	0.0289
Upper Parking Lot 2-3	82,800	2,285	5.00%	2,399	5.03%	115	2,400	0.0290
Upper Parking Lot 1-2-3	168,800	4,650	5.00%	4,883	5.05%	235	4,885	0.0289
Upper Parking Lot 1-2-3-4	346,656	9,555	5.00%	10,033	5.02%	480	10,035	0.0289
Upper Parking Lot Plaza	11,300	460	5.00%	483	5.43%	25	485	0.0429

Parking Lot Rental increased by 5% in FY27 to \$.0289 per sq. ft.

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# **MERC Commission Meeting**

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September 6, 2023  
12:30 pm

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Travel Portland Quarterly  
Report

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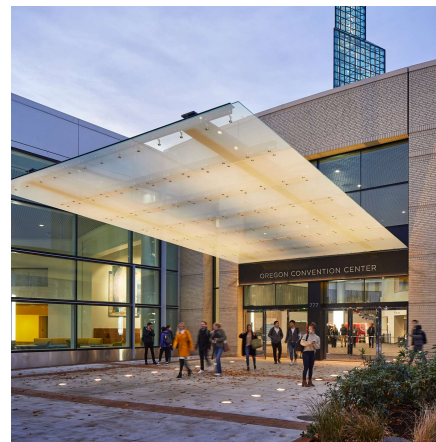
TRAVEL  
**PORTLAND**

# 4TH QUARTER 2022-23 REPORT

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Highlights:

Executive Summary – Page 3



## TABLE OF CONTENTS

Executive Summary .....	3
Convention Sales .....	6
Convention Services .....	9
Communications and Publications .....	10
Consumer Sentiment .....	13
Marketing .....	17
International Tourism Sales .....	17
Operations .....	18
Finance .....	20
Board of Directors .....	23



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



# EXECUTIVE SUMMARY

## ACCOMPLISHMENTS

- In this fiscal year, OCC realized more than \$18.2 million in revenue from Travel Portland booked business. Community impact ROI from all future bookings was 26.9 to 1.
- Forty-three new and seven repeat OCC conventions were booked for future years during FY23 worth more than \$11.8 million in OCC revenue and community economic impact more than \$65 million. Total Travel Portland bookings, including single hotel will result in more than \$132 million of economic impact.
- Across domestic media outlets this fiscal year, Portland was included in 3,122 placements with a total impression of more than 11.4 billion that could potentially influence Portland as a business and leisure travel destination.
- Travel Portland convened a meeting of its Customer Advisory Board. This group of meeting planners helped vet marketing strategies, public safety concerns and efforts as well as seeing Portland first hand as we continue our recovery. We also hosted a Familiarization Trip of 22 meeting planners who have potential conventions to site in Portland. Both of these groups are critical to our future success in the convention business.

## TRENDS, SUCCESSES, OBSTACLES

- Collection of the city's TLT/TID in FY23 has been lower than expected. We had expected FY23 collection at 80% of peak year (FY 2018-2019), but it landed at 75% of peak year. Total TLT/TID revenue in FY23 is \$21 million, missing the budget by -\$0.8 million. Comparing to FY22, the revenue increased 33% year on year in FY23. However, tax delinquency from certain hotels created additional headwind for Travel Portland's topline.
- Portland's hotel community continues to lag behind our competitive set of cities. Year to date occupancy is 54.3% in the Central City compared to 67.2% in Denver and 63.1% in Seattle. When the Specialty Coffee Convention was in town, occupancy was 93% over those three days. More work around public safety must be done quickly.
- The Travel Portland PR team executed four dynamic media events over the course of six weeks during spring 2023 in the key markets of Los Angeles, San Francisco, Seattle, and New York City. Positioning Portland as the City of Pop-ups and celebrating our maker spirit, the team connected with more than 80 priority media at the events and engaged 11 local chefs and changemakers. Majority of businesses who participated were owned and represented by people of color, aligned with our commitment to further EDI in our media promotion efforts.
- Re-opened the bricks-and-mortar Portland Visitor Center, which is complemented by the new "Near Me Now" app, an in-the-moment, location-based discovery tool.
- Supported limited-service hotels via a partnership with the Asian American Hotel Owners Association (AAHOA). Turnkey marketing programs – underwritten by Travel Portland – generated incremental overnight stays at AAHOA properties.

## MERC CONTRACT TARGETS

TARGET #	TARGET DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL TARGET
1	OCC revenue target	\$18,288,391	\$16 Million
2	ROI on future OCC business	2.4	1.5
3	Lead conversion	17.6%	18%
4	Services performance survey	3.9	3.8
5	Public relations/media	28.0	25
6	Community economic impact	26.9	16.0

## CITY CONTRACT GOALS

OBJECTIVE #	GOAL DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL GOAL
1	Convention Sales and Marketing Economic Impact ROI	15.6	15.0
3	Report the Health of the Market Using Third Party Resources	See pages 4 & 5	
5	International visitors	N/A****	Benchmark Year
7	Total Media Placements	323	200
7	Total Media Impressions	5,171,742,124	3.14 B
8	Services Performance Survey	17	6/Year

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



# EXECUTIVE SUMMARY

## HOTEL DEMAND

### COMPETITIVE SET COMPARISON

Smith Travel Research Central Business Districts			
	Occupancy (%)	ADR (\$)	RevPar (\$)
Portland Central City +	54.3%	\$ 163.17	\$ 88.67
Denver	67.2%	\$ 204.11	\$ 137.24
Seattle	63.1%	\$ 207.10	\$ 130.72
Salt Lake City	68.9%	\$ 171.82	\$ 118.32
Nashville	76.1%	\$ 296.34	\$ 225.65
Austin	71.3%	\$ 264.91	\$ 188.93
Minneapolis	46.6%	\$ 165.85	\$ 77.27
San Francisco	58.7%	\$ 263.74	\$ 154.93

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

Smith Travel Research - Region*								
	Occupancy		ADR		RevPar		Demand	
	This Year	Change	This Year	Change	This Year	Change	This Year	Change
Downtown	54.3%	15.3%	\$ 163.17	3.6%	\$ 88.67	19.4%	988,239	15.6%
Airport	62.4%	2.4%	\$ 132.84	4.5%	\$ 82.91	7.0%	378,772	-3.3%
Eastside	63.2%	-8.4%	\$ 97.65	14.9%	\$ 61.73	5.2%	56,183	-16.0%
Jantzen Beach	57.7%	15.5%	\$ 115.87	2.0%	\$ 66.90	17.8%	151,941	15.5%
City of Portland +	56.7%	10.5%	\$ 148.98	4.9%	\$ 84.49	16.0%	1,575,135	9.0%

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

REGION	LODGING TAX COLLECTIONS*			
	QUARTER 4			
TLT/TID				
	FY23 (\$)	FY23 (% of TTL)	CHANGE FY22 to FY23 (\$)	CHANGE FY22 to FY23 (%)
Central City	\$11,752,117	55%	\$4,517,269	62%
Airport	\$3,462,736	16%	\$183,162	6%
Eastside	\$180,243	1%	(\$28,211)	-14%
Jantzen Beach	\$1,397,571	7%	\$308,666	28%
Subtotal	\$16,792,666	78%	\$4,980,886	42%
Online Travel Agency	\$1,320,613	6%	\$97,692	8%
Short Term Rental	\$3,219,305	15%	\$182,662	6%
Other	\$117,695	1%	\$20,911	22%
Subtotal	\$4,657,612	22%	\$301,266	7%
Grand Total	\$21,450,279	100%	\$5,282,152	33%

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



# EXECUTIVE SUMMARY

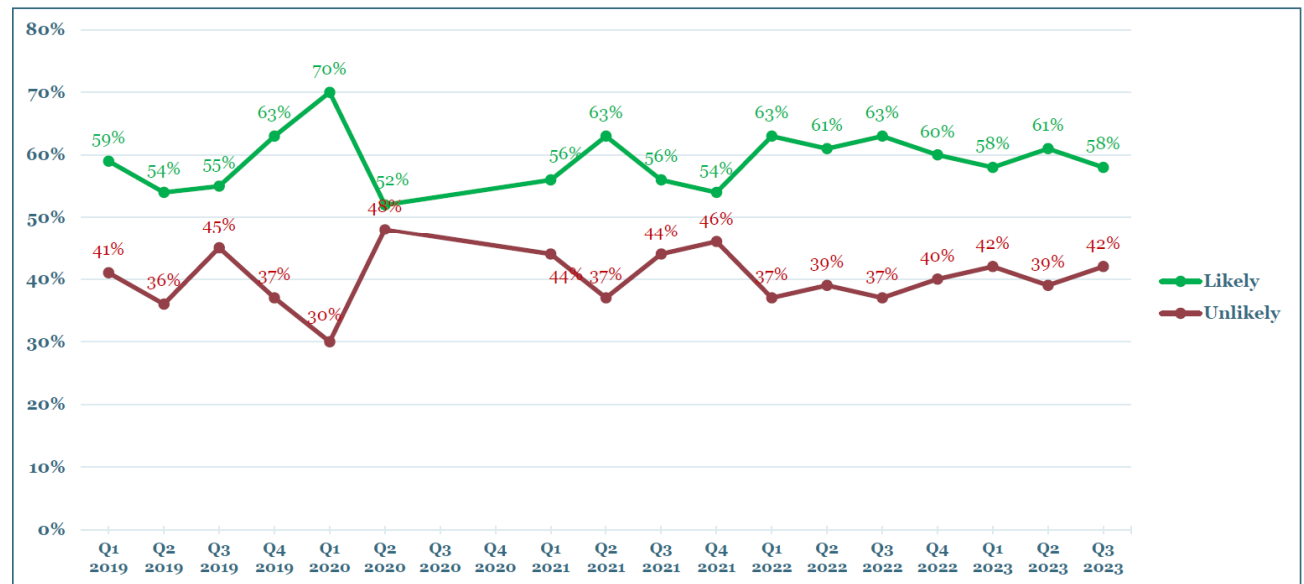
## AD ACCOUNTABILITY: INCREMENTAL VISITOR SPENDING GENERATED BY ADVERTISING

Winter/Spring 2023  
(source: Phocuswright)

\$51.5 million

## INTENT TO TRAVEL

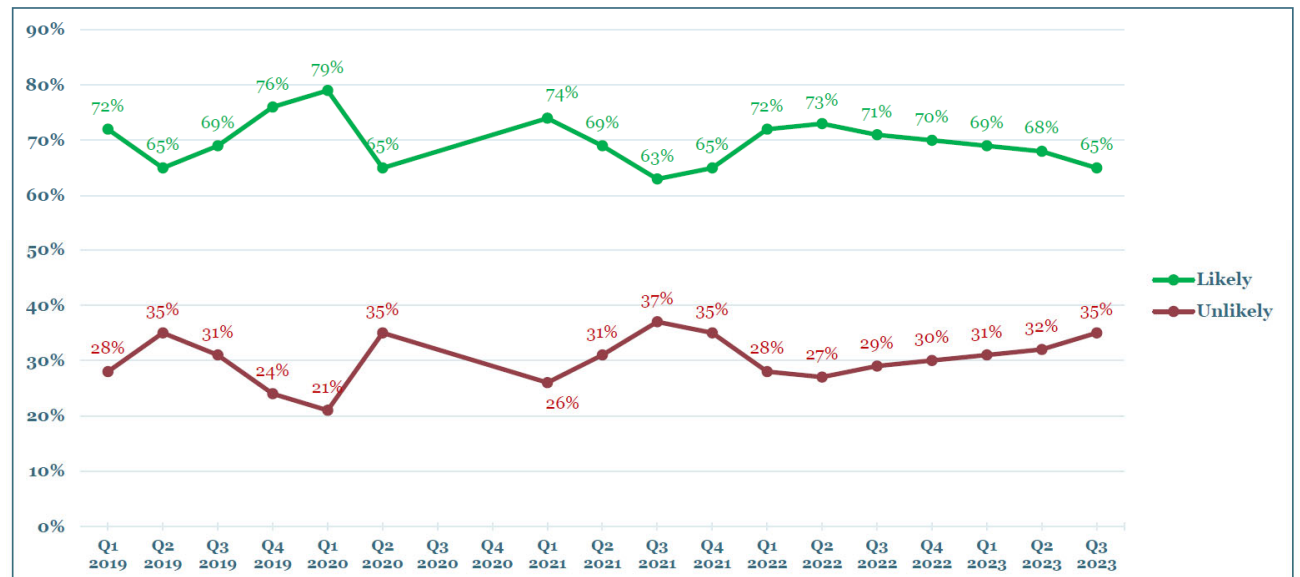
### Likelihood of visiting Portland (among US adults)



Source: Big Village n=1197

## INTENT TO TRAVEL

### Likelihood of visiting Portland (among those who live in the West)



Source: Big Village n=420

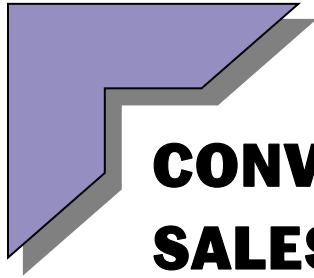




# CONVENTION SALES

OREGON CONVENTION CENTER BOOKING REVENUE FROM TRAVEL PORTLAND BOOKINGS			
	OCC Revenue	Annuals	Total Potential Future Business
FY 22/23	\$ 18,288,391	\$ -	\$ 18,288,391
FY 23/24	\$ 18,204,854	\$ 1,456,503	\$ 19,661,357
FY 24/25	\$ 9,616,570	\$ 2,431,735	\$ 12,048,305
FY 25/26	\$ 6,136,830	\$ 2,102,260	\$ 8,239,090
FY 26/27	\$ 2,772,347	\$ 2,431,735	\$ 5,204,082
FY 27/28	\$ 502,011	\$ 2,102,260	\$ 2,604,271
FY 28/29	\$ 534,267	\$ 2,431,735	\$ 2,966,002
FY 29/30	\$ 843,896	\$ 2,102,260	\$ 2,946,156
FY 30/31	\$ 393,477	\$ 2,431,735	\$ 2,825,212
TOTAL	\$ 57,292,643	\$ 17,490,223	\$ 74,782,866

OREGON CONVENTION CENTER PROJECTED FUTURE REVENUE			
Total Travel Portland Contract:	QTR	YTD	Target
New OCC Bookings	14	43	
Repeat OCC Bookings	1	7	
Total OCC Bookings	15	50	
Room Nights from OCC Bookings	26,192	87,724	
Future OCC Revenue Booked during FY 2022/23	\$ 2,912,240	\$ 11,810,315	
ROI OCC Bookings	\$ 2.6	\$ 2.4	1.5 to 1
Community Economic Impact from OCC Bookings	\$ 16,839,196	\$ 65,089,671	
Total Room Nights Booked	81,230	218,921	
Total Community Economic Impact from Bookings	\$ 44,000,299	\$ 132,089,673	
ROI on Total Community Economic Impact	\$ 39.5	\$ 26.9	16.0 to 1
OCC Revenue Realized During FY 2022/23	\$ 9,090,579	\$ 18,288,391	\$16 Million



# CONVENTION SALES

OCC LEAD CONVERSION	
	As of July 1, 2023
Lead Conversion Percentage	17.6%
Benchmark / Annual Target -18%	

OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS					
AS OF JULY 1, 2023					
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27 and beyond
Current	52	47	21	13	6
4 Year Average	Current	1 yr. out	2 yrs. out	3 yrs. out	Beyond 3 yrs.
(FY 19/20-22/23)	30	36	29	20	17

OREGON CONVENTION CENTER REVENUE		
THREE YEAR AVERAGE		
	Total Contract	
	Quarter	YTD
OCC Revenue Generated (3 yr. average)	\$ 5,414,170	\$ 9,717,393
Travel Portland Contract Costs	\$ 1,114,137	\$ 4,907,117
ROI (Revenue / Costs)	4.9	2.0

4TH QUARTER - OREGON CONVENTION CENTER LOST BUSINESS					
	Groups	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact
Total	44	168,289	87,550	\$ 20,768,183	\$ 106,145,307



# CONVENTION SALES

DIVERSE GROUPS/MINORITY PROJECTED FUTURE REVENUE		
Total Travel Portland Contract	4th Quarter	YTD
New Diverse/Minority Group Bookings	8	13
Total Diverse/Minority Group Bookings	8	13
Room Nights from Diverse/Minority Group Bookings	4,021	6,948
Diverse/Minority Group Leads	14	29
Diverse/Minority Group Lost Leads	3	13

For the fourth quarter of FY 2022/23, minority bookings created an estimated economic impact to the greater metro Portland community of approximately \$2.6 million. Booked groups included the following:

National Gay Basketball Association	\$ 44,642
National Coalition for Asian Pacific American Community Development	\$ 24,700
National Indian Child Welfare Association	\$ 13,002
Affiliated Tribes of Northwest Indians	\$ 257,089
Signature EquipoVision, LLC	\$ 524,295
Kappa Alpha Psi Fraternity Inc.	\$ 313,927
Equality Federation	\$ 278,070
Out in Science, Technology, Engineering, and Mathematics, Inc.	\$ 1,147,096

4TH QUARTER - OREGON CONVENTION CENTER CANCELLATIONS							
Account Name	Groups	Reason	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact	Arrival Date
Total OCC Cancellations	0	N/A	0	0	\$ -	\$ -	N/A

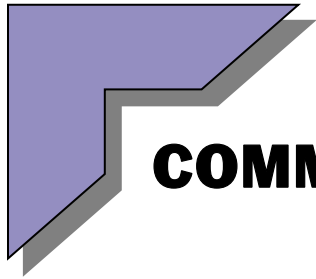
# CONVENTION SERVICES

ACTIVITY DESCRIPTION	4TH QUARTER	YTD
OCC groups occurring during the quarter	19	51
Pre-convention attendance building - Site tours	13	45

TRAVEL PORTLAND POST CONVENTION SURVEY							
Overall impression of the following:							
Answer Options	Excellent = 4	Good = 3	Average = 2	Poor = 1	N/A	Rating Average	Response Count
Travel Portland sales staff	11	0	0	0	0	4.0	11
Travel Portland convention services staff	9	1	0	0	1	3.9	10
Travel Portland collateral/promotional materials	2	2	0	0	0	3.5	4
Quality and user-friendliness of the Travel Portland website	7	1	0	0	3	3.9	8
Average rating for the quarter						3.9	
Average rating YTD						3.9	
Target						3.8	
In planning your event from start to finish, how would you describe your relationship with your Sales Manager and/or Services Manager?							
Great. They always had the answers when I needed them. Response was quick. Also directed me to the website when I was looking for additional resources.							
I truly enjoyed working with Alenna Fouts. She was very personable and a wealth of information.							
I would say the team at Travel Portland were completely invested our conference. Between Shawna and Alenna no two people in Portland made more of a difference. Out of this experience I'm happy to call them both close friends. Robbin and her team did a great job handing our housing.							
Good.							
Travel Portland is the best of the best! They are my favorite CVB.							
We worked with Alenna Fouts and she was really amazing the entire time. I would love to have an excuse to work with her again in the future.							
Groups Serviced/Surveyed:							
*Society for American Archaeology *Completed Survey				Scrum Alliance *Completed Survey			
Future Business Leaders of America - Phi Beta Lambda Lambda				Forth			
Travel Oregon *Completed Survey				Government Finance Officers Association *Completed Survey			
Food Northwest				USA Taekwondo			
Oregon School Personnel Association				Society for Scholarly Publishing *Completed Survey			
International Association of Venue Managers *Completed Survey				National Association for the Education of Young Children			
Oregon Dental Association				Oregon Health & Science University			
Specialty Coffee Association *Completed Survey				America's Health Insurance Plans (AHIP) *Completed Survey			
North American Society for Trenchless Technology *Completed Survey				Association of College and University Housing Officers International			
Northwest Energy Efficiency Alliance *Completed Survey							
Society of Cardiovascular Anesthesiologists *Completed Survey							

\*The survey results include the following meeting that occurred during quarter 3 at the Oregon Convention Center.

The client filled out the post-convention survey within the quarter 4 timeframe. Therefore, their survey response is included in quarter 4 survey results.



# COMMUNICATION & PR

TOTAL DOMESTIC MEDIA NARRATIVE	Q4	YTD
Placements	624	3,122
Impressions	2,267,663,364	11,468,369,748

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

MERC-RELATED MEDIA PLACEMENTS	Q4	YTD
Placements*	7	21
Impressions*	188,927	936,556

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

*\*A Travel Portland Sponsored Content placement in PCMA Convene Magazine was erroneously reported in Q3. A correction has been made this quarter to the MERC- Related Media Placements YTD.*

MEDIA ENGAGEMENTS FOR MINORITY-OWNED	Q4	YTD
Engagements	367	1,069

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

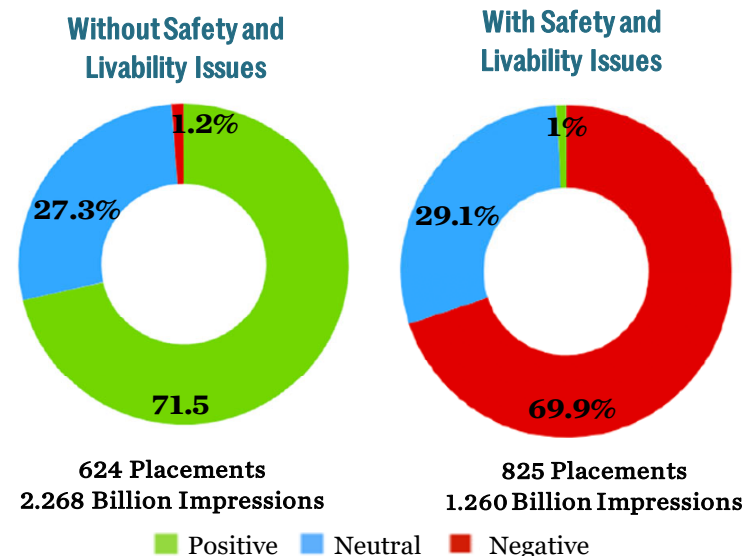
TARGETED DOMESTIC MEDIA	Q4	YTD	Target Benchmark
Placements	57	323	200
Impressions	1,238,542,348	5,171,742,124	3.14B

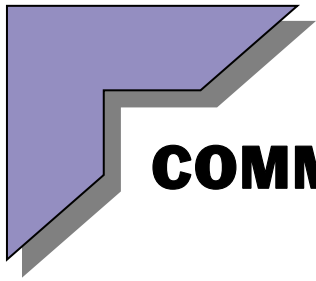
*Print and online media outlets strategically targeted by Travel Portland's public relations efforts because they are most influential to potential visitors.*

TARGETED INTERNATIONAL MEDIA*	Q4	YTD
Placements	0	0
Impressions	0	0

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

## 4TH QUARTER TOTAL DOMESTIC MEDIA SENTIMENT



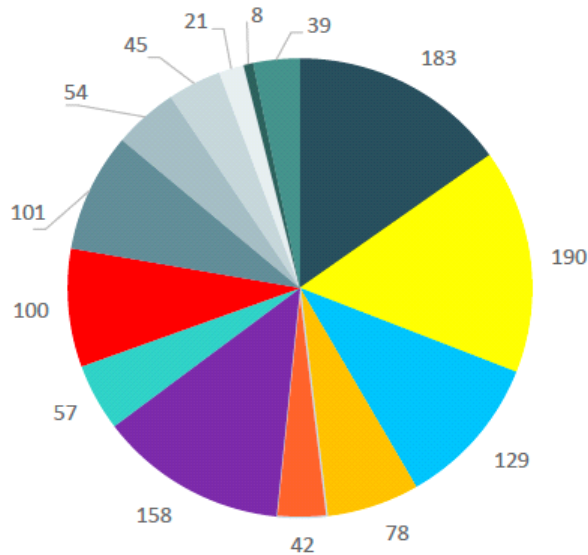


# COMMUNICATION & PR

## 4TH QUARTER TOTAL DOMESTIC MEDIA NARRATIVE: KEY MESSAGES PLACEMENTS & IMPRESSIONS

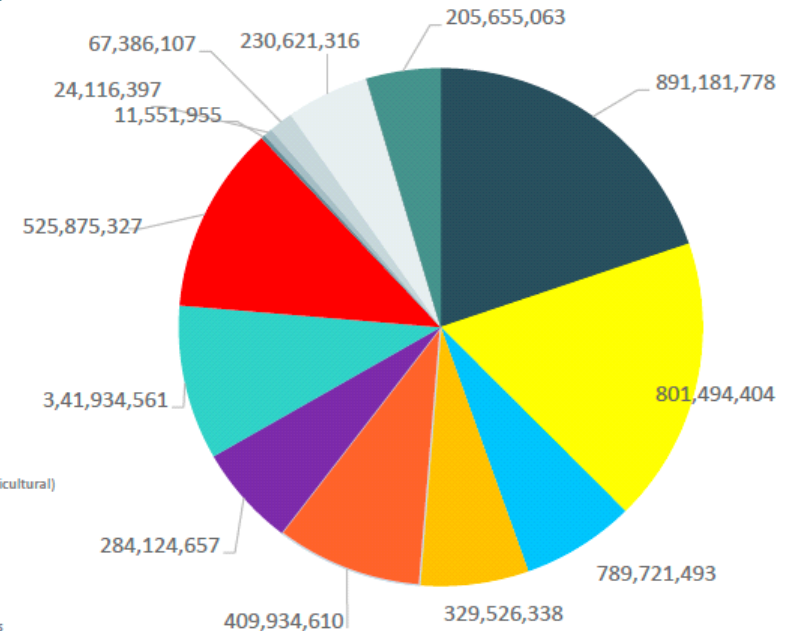
### Placements

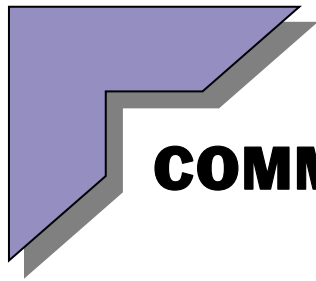
- Arts & Culture
- Events & Festivals
- Hotels & Lodging
- Makers & Shopping
- Outdoors
- Portland Region
- Neighborhoods
- Activities & Attractions
- Food & Drink
- Transportation
- Diversity (LGBTQ+, multicultural)
- Meetings & Conventions
- Nightlife
- Family-friendly



### Impressions

- Arts & Culture
- Hotels & Lodging
- Events & Festivals
- Makers & Shopping
- Portland Region
- Outdoors
- Food & Drink
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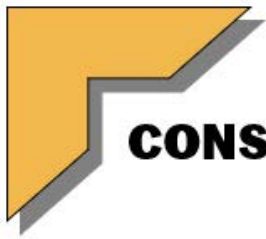


## COMMUNICATION & PR

ARTICLES			MERC		
Publication Date	Outlet	Headline	Medium	Total Circulation	Placements
March/April 2023	M&C: Meetings and Conventions	Destination Guide: Pacific Northwest	Print	50,000	1
April 2023	BizBash	Weird and Wonderful: 5 Venues in Portland That Show Off the City's Personality	Online	30,205	1
April 2023	NorthStar Meetings Group	Destination Guide: Portland, Ore.	Online	23,820	1
May 2023	Meetings Today	8 Offsite Event Venues That Make Portland Meetings Shine	Online	55,085	1
May 2023	Meetings Today	8 Offsite Event Venues That Make Portland Meetings Shine	Print	4,292	1
May 2023	Northwest Meetings + Events	Travel Portland Welcomes New Visitor Center	Online	16,000	1
June 2023	Smart Meetings	Convention Center: Bigger, Better, symBiotic	Online	9,525	1
<b>Total</b>				<b>188,927</b>	<b>7</b>

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

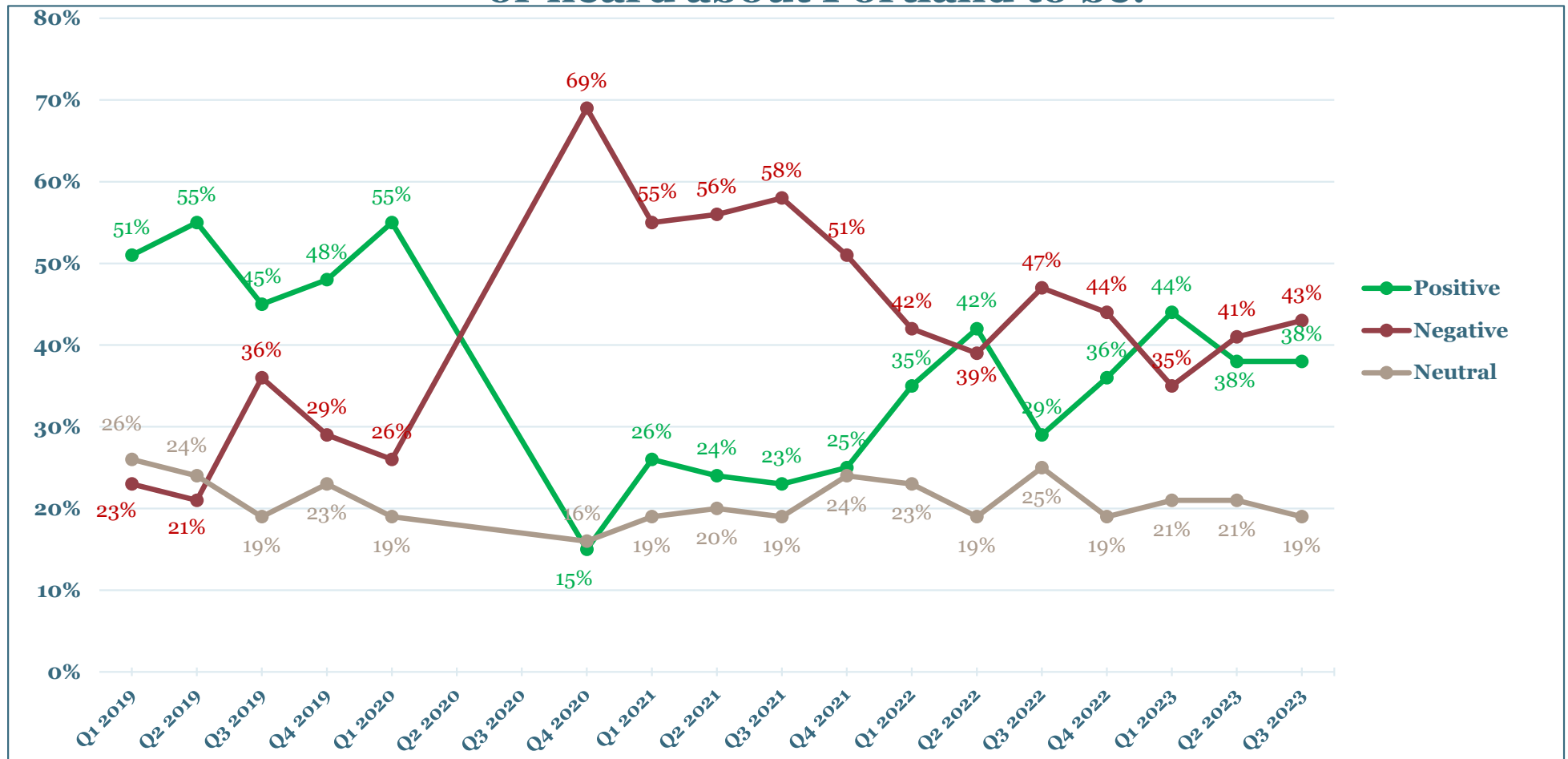
PITCHES DELIVERED	
1	PNW Destination Update: New Travel Portland Visitor's Center
2	PNW Destination Update: Summer Meetings in Outdoor Spaces
3	PNW Destination Update: The City of Pop-ups
4	PNW Destination Update: Vegan Travel
5	PNW Destination Update: New food options at the Ritz and PDX
6	Sustainable Meetings in Portland and Oregon Convention Center
<b>Target Goal: Deliver 6-7 meetings-related pitches to industry media on a quarterly basis. Twenty-five total over the fiscal year.</b>	



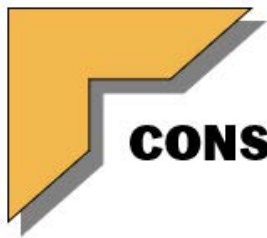
## CONSUMER SENTIMENT

# PORTLAND CONSUMER RESEARCH

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



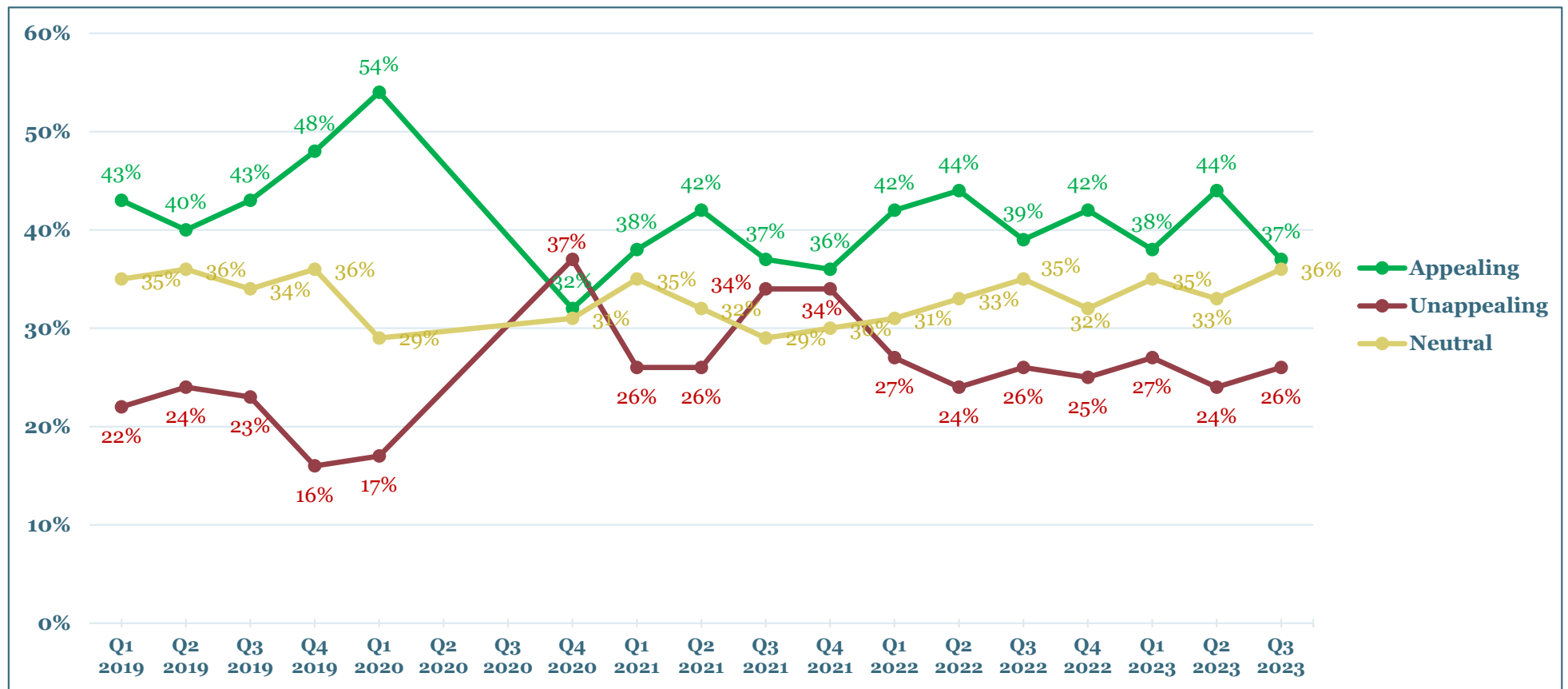


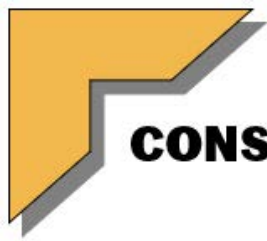


## CONSUMER SENTIMENT

# PORTLAND CONSUMER RESEARCH

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



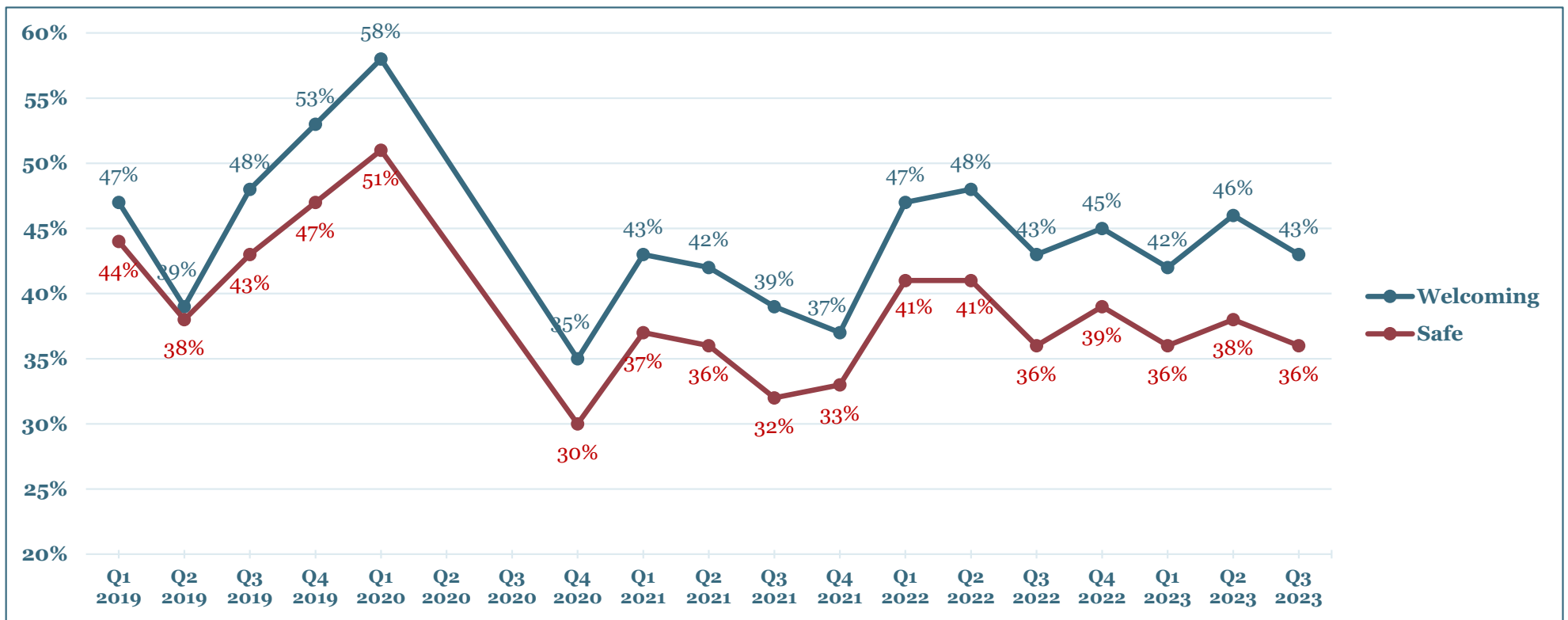


## CONSUMER SENTIMENT

# PORTLAND CONSUMER RESEARCH

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

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

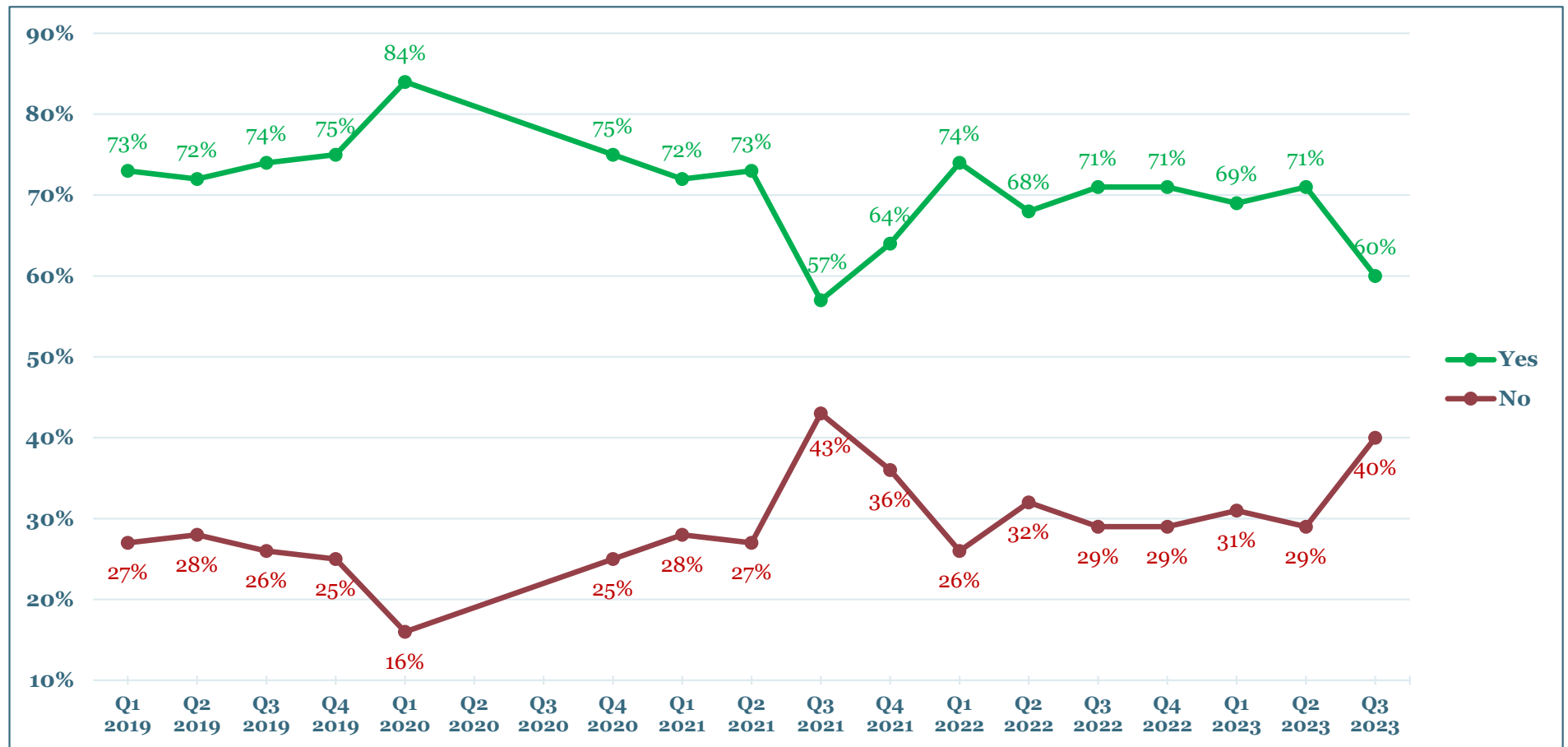




## CONSUMER SENTIMENT

# PORTLAND CONSUMER RESEARCH

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





# MARKETING & INTERNATIONAL TOURISM

MARKETING		
TravelPortland.com	4th Quarter	YTD
Visits	1,291,545	4,856,849
International Visits	103,116	389,722
Referrals	458,479	1,597,107
Business and Event Detail Views	1,023,525	3,935,804
TravelPortland.com/meetings		
Venue Finder Page Views	871	3,480

*Source: Google Analytics*

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

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

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

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

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



## DIVERSITY EMPLOYMENT STATISTICS 2022-23

### TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATEGORIES

	June 30, 2023		Fourth Quarter		
Job Category	Category Number	Total	Actual Percentage	Goal Percentage	Objective
	Number of Females	Number of Staff			
Executive/Senior Level	6	13	46%	40-60%	Monitor
First/Mid Level Manager	4	7	57%	40-60%	Monitor
Professionals	18	24	75%	40-60%	Monitor
Sales Workers	9	10	90%	40-60%	Monitor
Admin Support Workers	15	18	83%	40-60%	Monitor
Total	52	72	72%	40-60%	Monitor
	Number of Minorities	Number of Staff			
Executive/Senior Level	4	13	31%	15-33%	Monitor
First/Mid Level Manager	3	7	43%	15-33%	Monitor
Professionals	6	24	25%	15-33%	Monitor
Sales Workers	4	10	40%	15-33%	Monitor
Admin Support Workers	9	18	50%	15-33%	Monitor
Total	26	72	36%	15-33%	Monitor
This report is based on current full and part-time staff.					



## FIRST OPPORTUNITY TARGET AREA (FOTA) 4TH QUARTER 2022-23

### HIRING

Job Posting Locations	The Skanner	El Hispanic News	Hispanic Chamber
	WorkplaceDiversity.com	Urban League	Monster.com
	VeteransConnect.com	Mosaic Metier	PDX Pipeline
	HispanicDiversity.com	Partners in Diversity	AllDiversity.com
	DisabilityConnect.com	Indeed	LinkedIn
	OutandEqual.com	Destinations International	Travel Portland website
	LGBTConnect.com	H-Careers	PDX Women in Tech
	Black Travel Alliance	Mac's List	Oregon Destination Assn
Current Employees residing in MERC FOTA		16	

### PURCHASING (YTD)

Travel Portland expenditure with MERC FOTA area businesses	\$	1,589,185
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### PARTNERSHIP

Total Partners	Within FOTA	Diverse Partners/Minority (Self-Identified)	Women-Owned
1512	284	191	245

### COBID PURCHASING PARTICIPATION FY 2022-23 (YTD)

	MWESB Expended	Total Expended	Percentage of Total Spend on MWESB Expended
COBID or Other State Certified	\$2,477,382	\$5,876,649	42%
Self-Reported	\$1,780,276	\$5,876,649	30%
<b>Total</b>	<b>\$4,257,658</b>	<b>\$5,876,649</b>	<b>72%</b>
Scholarships/Membership/ Donations	\$140,599	\$238,304	59%

For the last 34 years Travel Portland has implemented a voluntary MBE/DBE/WBE purchasing program that strives to ensure a high level of participation with certified minority-owned, disadvantaged or women-owned businesses when securing services and supplies that are purchased using lodging tax dollars.

**OCC SALES AND MARKETING BUDGET**

	Annual Budget	MERC QTR Ending 06-30-23	TID/TLT QTR Ending 06-30-23	Subtotal QTR Ending 06-30-23	Sum MERC YTD 06-30-23	Sum TID/TLT YTD 06-30-23	Sum of YTD 06-30-23	Percent
<b>Expenses</b>								
<u><b>MERC Supported - Professional Services</b></u>								
<b>Professional Services</b>								
<u><b>Convention Sales</b></u>								
<u><b>Direct Sales:</b></u>								
Subtotal - Convention Sales Professional Services	1,666,025	435,688	38,057	473,745	1,666,025	117,462	1,783,487	107.05%
<u><b>Program Support</b></u>								
Subtotal - Program Support	249,904	62,476	0	62,476	249,904	0	249,904	100.00%
<u><b>Research</b></u>								
Subtotal - Reserach Professional Services	82,875	2,295	35,955	38,250	82,875	35,955	118,830	143.38%
<u><b>Convention Services</b></u>								
Subtotal - Convention Services Professional Services	252,050	22,593	52,194	74,787	252,050	72,898	324,948	128.92%
<u><b>Other Contractual Professional Services</b></u>								
Subtotal - Other Contractual Professional Services	167,550	11,985	85,062	97,047	167,550	190,288	357,838	213.57%
 <i>Total - MERC Supported - Professional Services</i>	 2,418,404	 535,037	 211,268	 746,305	 2,418,404	 416,603	 2,835,006	 117.23%
<u><b>Other Non-Contractual Professional Services</b></u>								
<i>Total - Other Non-Contractual Professional Services</i>	0	0	83,073	83,073	0	314,563	314,563	0.00%
 <u><b>Convention Sales - MERC Supported Program of Work</b></u>								
<u><b>Sales Calls, Trips and Missions</b></u>								
Subtotal - Sales Calls, Trips and Missions	155,000	59,754	68,766	128,520	155,000	92,001	247,001	159.36%
<u><b>Multicultural Sales Efforts</b></u>								
Subtotal - Multicultural Sales Efforts	152,500	51,866	3,000	54,866	152,500	17,581	170,081	111.53%
<u><b>Trade Shows and Indusv Events</b></u>								
Subtotal - Industry Trade Shows and Events	641,714	103,687	42,327	146,014	641,714	107,586	749,300	116.77%
<u><b>Familiarization Tours &amp; Site Visits</b></u>								
Subtotal - Familiarization Tours	305,000	93,793	75,955	169,748	305,000	134,559	439,559	144.12%
<u><b>Other Programs</b></u>								
Subtotal - Other Programs	409,500	168,172	0	168,172	409,500	33,746	443,245	108.24%
<i>Total Convention Sales MERC Supported Program of Work</i>	1,663,714	477,272	190,048	667,321	1,663,713	385,473	2,049,186	123.17%
 <b>Other Departments - MERC Supported POW</b>								
<u><b>Convention Services - Other Programs</b></u>								
Subtotal - Con Svcs - Other Programs	250,000	40,486	24,267	64,753	250,000	65,433	315,433	126.17%
<u><b>Research - Other Programs</b></u>								
Subtotal - Research - Other Programs	225,000	41,267	20,505	61,772	225,000	20,505	245,505	109.11%
<u><b>DEI - Other Programs</b></u>								
Subtotal - DEI - Other Programs	100,000	0	78,370	78,370	100,000	123,926	223,926	223.93%
<u><b>Communications/PR</b></u>								
Subtotal - Comm/PR - Other Programs	100,000	20,076	54,696	74,772	100,000	95,375	195,375	195.37%
<u><b>Marketing</b></u>								
Subtotal - Marketing - Other Programs	150,000	0	296,061	296,061	150,000	1,452,170	1,602,170	1068.11%
<i>Total Other Depts MERC Supported Program of Work</i>	825,000	101,828	473,900	575,728	825,000	1,757,409	2,582,409	313.02%
 <i>Grand Total</i>	 4,907,118	 1,114,137	 958,289	 2,072,426	 4,907,117	 2,874,047	 7,781,164	 158.57%

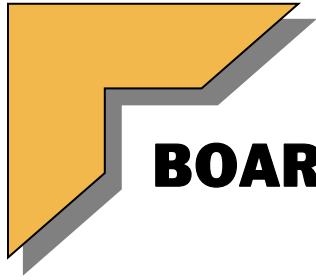
**Travel Portland**  
**Income Statement (3rd Close)**  
(Statement of Financial Activities)

	Actual (Prior Year) YTD 6/30/2022 Column A	Actual YTD 6/30/2023 Column B	Budget YTD 6/30/2023 Column C	Actual (Prior Year) Full Year 6/30/2022 Column D	Approved Budget Full Year 6/30/2023 Column E
Revenue					
City/County Lodging Tax (1%)	3,897,343	5,212,907	5,548,257	3,897,343	5,548,257
Tourism Improvement District (TID = 2% + 1%)	11,694,495	16,118,923	16,543,355	11,694,495	16,543,355
MERC (OCC Contract)	2,172,000	4,986,618	4,907,118	2,172,000	4,907,118
Partnership Dues	238,148	199,772	0	238,148	0
Fees Earned & Other Income	-509,686	692,550	313,000	-509,686	313,000
EDA Grant	37,194	195,323	225,000	37,194	225,000
Trade-Out/In-Kind	3,235	2,745	0	3,235	0
Cooperative Programs	200,254	-1,650	150,000	200,254	150,000
Regional RCTP (from Travel Oregon)	2,207,588	3,371,083	3,624,542	2,207,588	3,624,542
Regional Recovery & Stabilization Fund (From Travel Oregon)	618,429	0	0	618,429	0
Cultural Tourism	211,544	282,783	212,000	211,544	212,000
Visitor Development Fund (VDF)	0	0	0	0	0
Total Revenue	20,770,545	31,061,053	31,523,272	20,770,545	31,523,272
Expenses					
Convention Sales and Research	4,059,399	6,874,078	7,477,256	4,059,399	7,477,256
International Affairs	462,771	927,993	1,045,000	462,771	1,045,000
Marketing	7,927,157	10,371,141	10,516,391	7,927,157	10,516,391
Communications/PR	625,477	1,506,445	1,648,251	625,477	1,648,251
Regional RCTP (from Travel Oregon)	2,207,588	3,371,083	3,624,542	2,207,588	3,624,542
Convention Services, Housing, and Events	810,181	1,747,494	1,412,000	810,181	1,412,000
Community Engagement/DEI/VC	720,817	1,872,346	2,508,531	720,817	2,508,531
Program Support	4,575,408	4,218,166	4,916,952	4,575,408	4,916,952
Total Expenses	21,388,798	30,888,746	33,148,923	21,388,798	33,148,923
Net Surplus/(Deficit)	-618,253	172,308	-1,625,651	-618,253	-1,625,651



**Travel Portland**  
**Balance Sheet (3rd Close)**  
(Statement of Financial Position)

	<b>Actual Prior Period YTD 5/31/2023 Column A</b>	<b>Actual Current YTD 6/30/2023 Column B</b>	<b>Change MTM Percentage Column C</b>	<b>Actual Prior YTD 6/30/2022 Column D</b>	<b>Change YOY Percentage Column E</b>
Assets					
*Cash and Cash Equivalents	7,159,097	7,661,283	7%	8,831,937	-13%
*Investments	4,940,791	5,047,598	2%	4,786,127	5%
Accounts Receivable	2,829,171	1,761,033	-61%	1,747,140	1%
Prepaid Assets	1,535,677	1,796,826	15%	1,242,181	45%
Fixed Assets, net	1,317,078	1,493,476	12%	1,360,935	10%
Other Assets	12,856	3,850,450	100%	2,567	149870%
Total Assets	17,794,669	21,610,665	18%	17,970,887	20%
Liabilities and Net Assets					
Liabilities					
Accounts Payable & Accrued Expenses	878,652	5,444,218	84%	2,247,227	142%
Accrued Personnel	2,391,632	2,642,708	10%	1,996,824	32%
Deferred Revenue	197,996	1,862,990	89%	83,930	2120%
*Other Fiduciary Liabilities - RCTP/RRSF	921,304	253,458	-263%	2,407,922	-89%
Loan Liability	0	0	0%	0	0%
Total Liabilities	4,389,584	10,203,374	57%	6,735,903	51%
Net Assets					
Undesignated	9,023,753	7,025,958	-28%	6,853,651	3%
Board Designated - Operating Reserve	4,381,333	4,381,333	0%	4,381,333	0%
Total Net Assets	13,405,086	11,407,291	-18%	11,234,984	2%
Total Liabilities and Net Assets	17,794,669	21,610,665	18%	17,970,887	20%



# BOARD OF DIRECTORS

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

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# **MERC Commission Meeting**

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September 6, 2023  
12:30 pm

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Expo Future Project Update

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# PROGRAM STATUS REPORT

## Expo Future Project

**August 22, 2023**

### Project Executive Sponsor

Marissa Madrigal

### Project Sponsor

Paul Slyman

### Project Manager

Giyeon Kim, Project Manager

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

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

### Steering Committee

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

### Project Team

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

<b>Objective 01 - Honor the Historical and Cultural Significance of the site</b>	<b>Objective 02 - Pivot operations toward a sports-centered facility</b>
<b>SCHEDULE</b>	<b>SCHEDULE</b>
Community engagement RFP draft is slightly behind schedule; however, we anticipate the engagement work can be adjusted to meet the timeline for project completion.	Sports market and financial feasibility study is on track for completion by March 2024. Slight delay in interview process due to additional deliberation and analysis by the interview panel but it should not affect overall schedule.
<b>BUDGET/COST</b>	<b>BUDGET/COST</b>
No current expenses. However, community stipends may exceed our budgeted amount of \$12K. We anticipate covering any overages through cost savings in other areas or ULI grant funds.	Market and financial feasibility consulting contract will be in alignment with anticipated costs of \$170K.
<b>SCOPE/DELIVERABLES</b>	<b>SCOPE/DELIVERABLES</b>
Community engagement RFP review by internal staff completed (08/15/23). External	Market and financial feasibility study deliverables to date have been met. Anticipated contract start date of 09/11/23.

review competed on 08/25/23. Anticipated posting date 08/31/23.  Upcoming: Objective 01 funding analysis scope of work.	
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## SCHEDULE VARIANCE

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

## BUDGET\*/COST VARIANCE

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

## CRITICAL ISSUES NEEDING CORRECTIVE ACTION

ISSUE AND PROJECT IMPACT	CORRECTIVE ACTION	RESPONSIBLE PARTY	ANTICIPATED RESOLUTION DATE
Understanding the breadth of the IBR/Tri-met site requests and impacts.	Work with agency partners to provide clarity on the request.	Paul	12/31/23

## ACCOMPLISHMENTS SINCE LAST MEETING

- Worked with staff and objective committee members to review the community engagement RFP – *Metro*: Katie McDonald, Gloria Pinzon, Jovian Davis, Amy Nelson; *Community*: Eliza Canty-Jones (OHS), Lynn Fuchigami-Parks, Hanako Wakatsuki-Chong (JAMO), and Ed Washington (PSU); Adjusted draft RFP based on S/C input from 7/27 meeting
- Conducted interviews for the market and financial feasibility – *Panelists*: Councilor Gonzalez, Commissioner Hall, Brian Kennedy, Rene King (Providence), Hanako Wakatsuki-Chong (JAMO). Selected and entered into negotiations with Hunden Strategic Partners (w/subs) for consulting.
- Met with Vanport 2025 and Prosper Portland regarding adjacent development opportunities. Prosper Portland to explore TIF expansion to incorporate the entire Expo Center site (one parcel of the site is omitted).
- Convened monthly Sport Oregon x Metro executives meeting and discussed near-term partnership activities, including site visits, current operations sports pivot, and Sports ETA symposium (April 2024).
- Attended Interstate Bridge Replacement and Federal Transit Administration tour of Expo to discuss MAX line extension.
- Appointment letters sent to all confirmed governance committee members. Onboarding packet and activities planned for governance committees.
- Committee stipend agreement and payment schedule developed.
- Website content migrated from social pinpoint to a Metro-based Expo Future [page is live](#).
- Worked with Expo team identify current Expo audiences and migrated client contacts into the Expo Future project mailing list.
- Posted development project manager position, with a close date of 08/28/23.

#### **PLANNED MILESTONES/DELIVERABLES FOR THE NEXT REPORTING PERIOD**

- Executed contract for the market and financial feasibility and completion of preliminary review and planning activities.
- Posting solicitation notice for community engagement request for proposal in Bid Locker and selection of review and interview committees.
- Inaugural governance meetings for Executive Advisory, Objective 1, and Objective 2 committees.
- Expo Center tour with Ultra-High Speed Ground Transportation (Sep 18) and Interstate Bridge Replacement and Tri-Met teams (September 21).
- Planning for Objective 1 financial feasibility scope of work.
- Report on Urban Land Institute grant application request.
- Interview and selection process for the project manager position concluded (est 9/25).

#### **NEXT STEERING COMMITTEE MEETING— 9/28/23**

##### **Topics**

- Expo Center sports pivot timeline and activities.

- Direction on process for project's alignment with guiding principles.
- Updates on possible engagements with JAMO discussed at 8/24 S/C meeting.