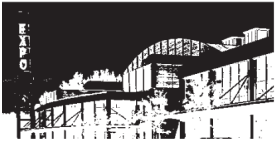

MERC Commission Meeting

October 2, 2013
12:30 pm

Oregon Convention Center
777 NE Martin Luther King Jr.
Boulevard
Room C121-C122



600 NE Grand Ave.
Portland, OR 97232
503-797-1780

www.oregonmetro.gov



Metro | *Exposition Recreation Commission*

Agenda

Meeting: Metro Exposition Recreation Commission Meeting
Date: Wednesday, October 2, 2013
Time: 12:30-2:30 p.m.
Place: Oregon Convention Center, Rooms C121-C122

CALL TO ORDER

- | | | | |
|--------------|------------|--|---|
| 12:30 | 1. | QUORUM CONFIRMED | |
| 12:35 | 2. | COMMISSIONER, COUNCIL LIAISON COMMUNICATIONS | Judie Hammerstad |
| 12:40 | 3. | OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS | |
| 12:45 | 4. | GENERAL MANAGER COMMUNICATIONS | Teri Dresler |
| | 4.1 | Convention Center Hotel Update | |
| 1:00 | 5. | FINANCIAL REPORT, pages 2-13 | Tim Collier |
| 1:05 | 6. | MERC VENUES' BUSINESS REPORTS | Scott Cruickshank
Lori Leyba Kramer
Matthew P. Rotchford |
| 1:20 | 7. | BUDGET WORK SESSION | Teri Dresler
Tim Collier |
| 1:35 | 8. | CONSENT AGENDA
September 4 , 2013 MERC Regular Meeting Record of Actions, pages 15-18 | |
| 1:40 | 9. | ACTION AGENDA | |
| | 9.1 | RESOLUTION 13-26 for the purpose of ratifying the collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME Local 3580-1), page 20-74 | Karol Ford
Matthew Uchtman |

ADJOURN

MERC Commission Meeting

October 2, 2013
12:30 pm

5. Financial Report

AUGUST 2014

FINANCIAL INFORMATION



PORTLAND CENTER FOR
THE PERFORMING ARTS

 A SERVICE OF METRO



OREGON CONVENTION CENTER

 A SERVICE OF METRO



METROPOLITAN EXPOSITION
RECREATION COMMISSION

 A SERVICE OF METRO

Date: September 25, 2013

To:

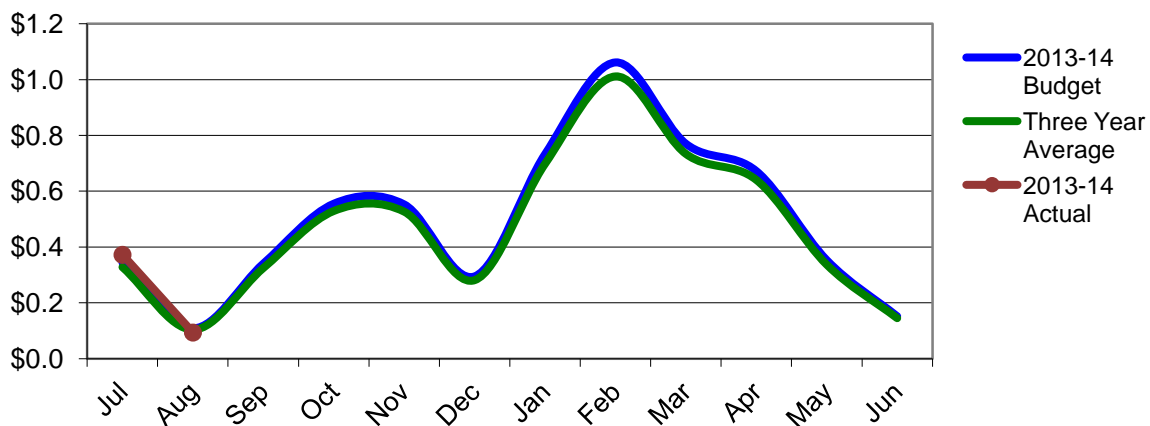
Commissioner Judie Hammerstad, Chair
Commissioner Terry Goldman, Vice Chair
Commissioner Cynthia Haruyama, Secretary/Treasurer
Commissioner Elisa Dozono
Commissioner Chris Erickson
Commissioner Ray Leary
Commissioner Karis Stoudamire-Phillips

From: Cynthia Hill – Finance Manager

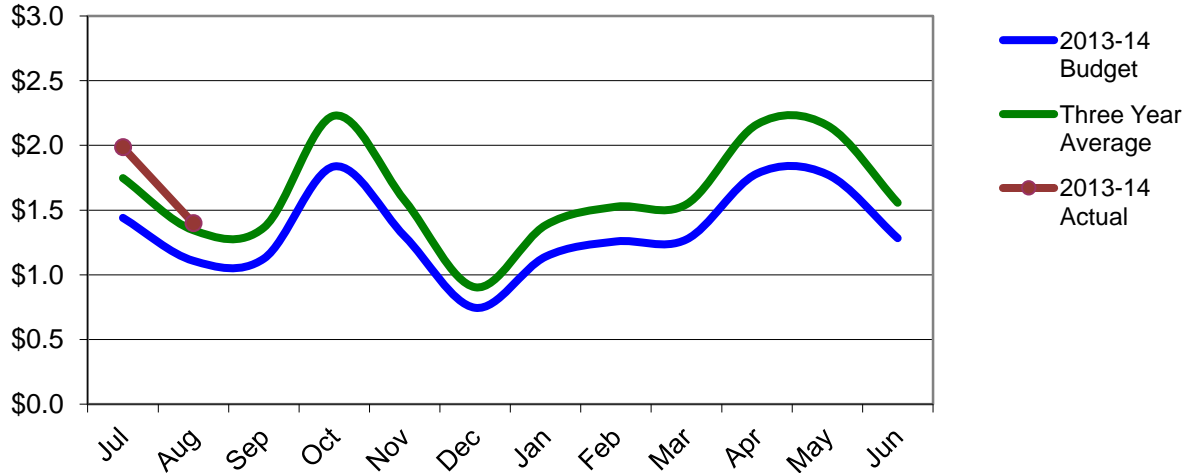
Re: MERC Financial Information August 2013

Enclosed please find the monthly financial report for the Metropolitan Exposition Recreation Commission reflecting revenues and expenditures as of August 2013.

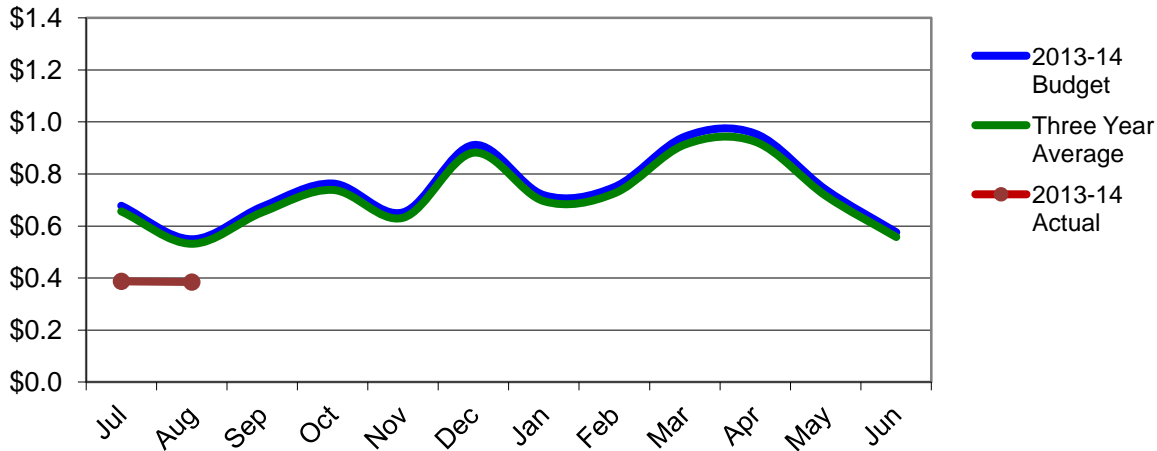
Portland Expo Center - Operating Revenues by Month
shown in millions



Oregon Convention Center - Operating Revenues by Month
shown in millions



Portland's 5 Centers for the Arts - Operating Revenues by Month
shown in millions



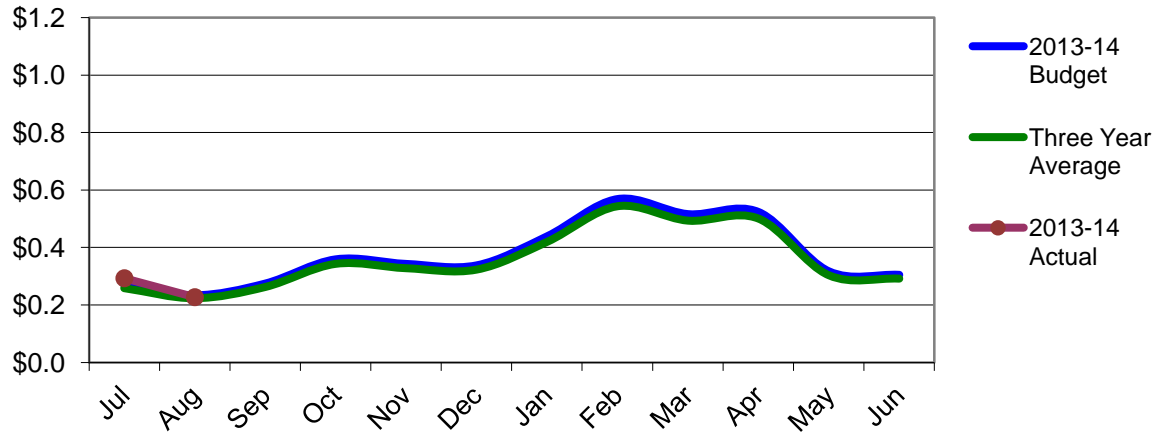
MERC operating revenues are \$4.6 million year to date as of August compared to \$4.7 million in the prior year, a decrease of \$95 thousand.

Expo operating revenue is \$467 thousand year to date compared to \$413 thousand in the prior year. This represents an increase of \$20 thousand. Expo Center's top grossing events in the month of August were Collectors West Gun and Knife Show (\$43 thousand); Hyundai Elantra Ride & Drive (\$22 thousand); Spa, Swim & Sauna show (\$10 thousand).

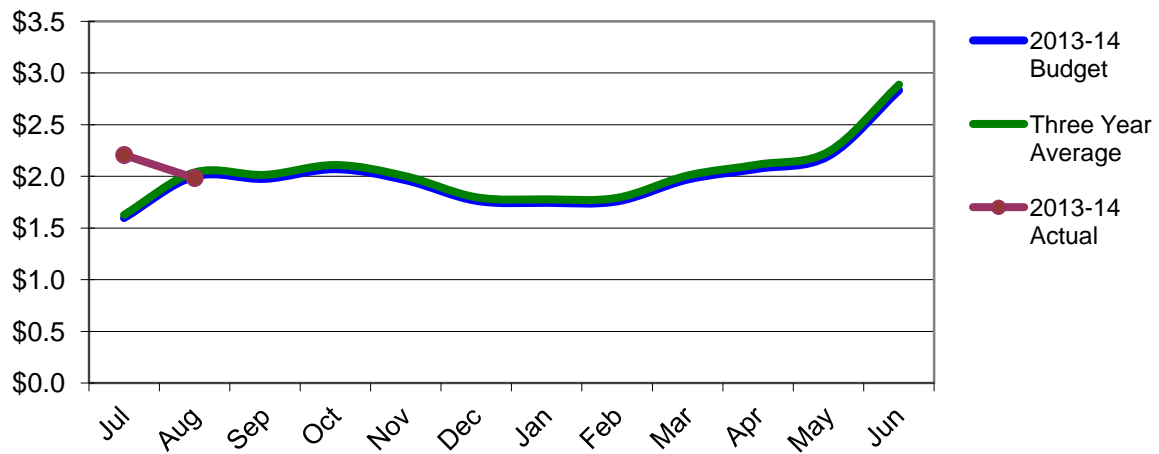
OCC operating revenue is \$3.4 million year to date compared to \$3 million in the prior year, an increase of \$402 thousand. The top grossing events at OCC included the Intel Design and Test Conference (\$537 thousand); International Montessori Congress (\$385 thousand); the Farwest Show (\$167 thousand); ASME International Design Engineering Technical Conference & Computers and Information in Engineering Conference (\$154 thousand).

Portland's operating revenue is \$772 thousand year to date compared to \$1.3 million in the prior year, a decrease of \$550 thousand. There were no Broadway performances in the months of July and August this year however last year Jersey Boys had combined gross revenue for July and August of (\$715 thousand). Top grossing events at PCPA included Les Miserable's (\$51 thousand); The Monkees (\$29 thousand); Mridangam Concert (\$23 thousand).

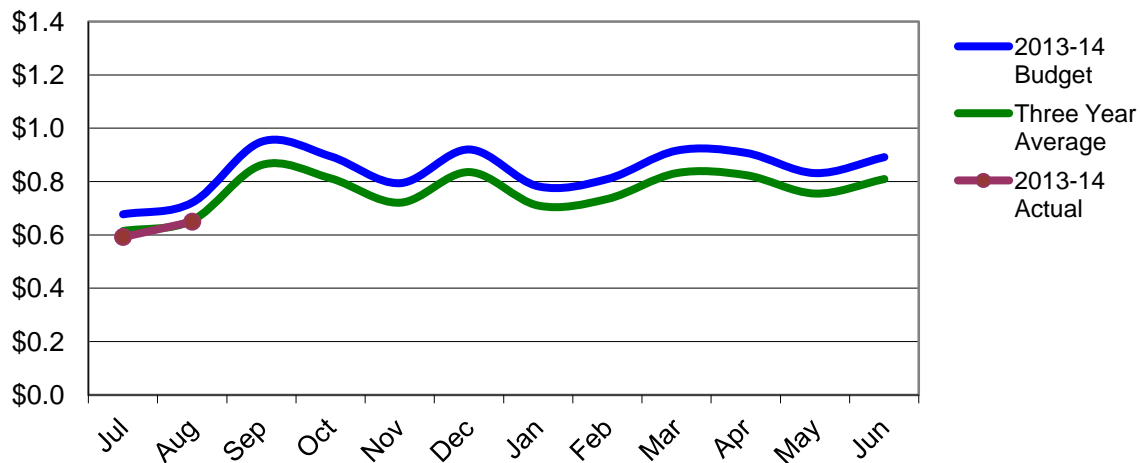
Portland Expo Center - Operating Expenditures by Month
shown in millions



Oregon Convention Center - Operating Expenditures by Month
shown in millions



Portland's Centers for the Arts - Operating Expenditures by Month
shown in millions



MERC operating expenditures for the month of August were \$6.1million, compared to \$5.8 million in the prior year, an increase of \$330 thousand. OCC had a second month of strong food & beverage sales influencing the associated cost of goods expenditures.

Non Operating Revenue

Transient Lodging Tax (TLT) receipts provide fundamental operating and marketing financial support for OCC and PCPA. There are no transfers of revenue for the new year until September.

MERC Visitor Venues
Events-Performances-Attendance
FY 2013-14

OCC	August 2012		August 2013		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Tradeshows/Conventions	4	15,175	4	9,550	-	(5,625)
Consumer Public Shows	6	1,637	5	1,600	(1)	(37)
Miscellaneous					-	-
Miscellaneous -In-House	17	414	6	230	(11)	(184)
Meetings	11	7,883	2	4,380	(9)	(3,503)
Catering	3	839	1	60	(2)	(779)
Totals	41	25,948	18	15,820	(23)	(10,128)

Expo Center	August 2012		August 2013		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Consumer Public Shows	1	4,129	2	3,658	1	(471)
<i>Cirque Du Soleil</i>	-	-	-	-	-	-
Miscellaneous	5	346	3	160	(2)	(186)
Meetings	1	30	2	50	1	20
Catering	-	-	-	-	-	-
Tradeshows/Conventions	-	-	-	-	-	-
Totals	7	4,505	7	3,868	-	(637)
Totals w/Cirque du Soleil	7	4,505	7	3,868	-	(637)

PCPA	August 2012		August 2013		Net Change from Prior Year	
	Performances	Attendance	Performances	Attendance	Performances	Attendance
Commercial (Non-Broadway)	5	8,276	7	3,230	2	(5,046)
Broadway	15	22,084	-	-	(15)	(22,084)
Resident Company	-	-	-	-	-	-
Student	11	1,231	10	1,066	(1)	(165)
Non-Profit	3	1,224	8	4,132	5	2,908
Miscellaneous	7	2,730	5	1,533	(2)	(1,197)
Totals	41	35,545	30	9,961	(11)	(25,584)

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
All Departments
August 2013
2014-02

	Current Month Actual August-13	Current Year to Date Actual August-13	Prior Year to Date Actual August-12	% of Prior Year 17%	Annual Budget August-13	% of Annual Budget 17%
Operating						
Revenue	861,798	1,921,487	2,407,425	80%	18,827,859	10%
Revenue - Food and Beverage	1,015,088	2,700,971	2,309,602	117%	12,079,538	22%
Total Operating Revenue	1,876,886	4,622,458	4,717,027	98%	30,907,397	15%
Costs - Food and Beverage	908,053	2,193,785	1,851,575	118%	10,265,313	21%
Personal Services	1,221,129	2,496,128	2,643,264	94%	17,657,219	14%
Goods & Services	565,600	913,420	822,002	111%	8,716,442	10%
Marketing Travel Portland	247,062	494,124	450,008	110%	4,295,461	12%
Total Operating Expenses	2,941,844	6,097,457	5,766,850	106%	40,934,435	15%
Net Operating Results Inc (Dec)	(1,064,958)	(1,474,999)	(1,049,823)	140%	(10,027,038)	15%
Non Operating						
Transient, Lodging Tax	-	-	-	-	10,280,593	0%
Visitor Development Fund (VDF)	-	-	-	-	3,420,902	0%
Gov't Support City of Portland (PCPA)	-	-	-	-	816,020	0%
Non-Operating Revenue	27,092	63,212	33,084	191%	100,850	63%
Total Non Operating Revenue	27,092	63,212	33,084	191%	14,618,365	0%
Non-Operating Expense	-	-	-	-	2,200,000	0%
Total Non Operating Expenses	-	-	-	-	2,200,000	0%
Net Non Operating Results Inc (Dec)	27,092	63,212	33,084	191%	12,418,365	1%
Support and Risk Management						
MERC Administration	-	-	-	-	-	-
Indirect Cost Metro Support	227,460	486,540	418,436	116%	2,767,462	18%
Metro Risk Management	-	228,529	303,876	75%	548,469	42%
Total Support and Risk Mgmt	227,460	715,069	722,312	99%	3,315,931	22%
Net Increase (Decrease)	(1,265,326)	(2,126,857)	(1,739,051)	122%	(924,604)	230%
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers from	-	-	8,334	0%	2,618,633	0%
Total Transfers Revenue	-	-	8,334	0%	2,618,633	0%
Transfers to	13,035	26,070	26,842	97%	627,223	4%
Debt Service	-	-	-	-	1,188,650	0%
Total Transfers Expense	13,035	26,070	26,842	97%	1,815,873	1%
Net Transfers Inc (Dec)	(13,035)	(26,070)	(18,508)	141%	802,760	-3%
Net Operations	(1,278,361)	(2,152,927)	(1,757,559)	22%	(121,844)	1767%
Capital						
Non-Operating Revenue	-	-	-	-	439,003	0%
Intrafund Transfers	-	-	-	-	-	-
Transfers from	-	-	-	-	-	-
Total Capital Revenue	-	-	-	-	439,003	0%
Capital Outlay Expense	760,084	770,364	53,531	1439%	4,779,343	16%
Goods & Services	-	-	-	-	-	-
Transfers to	-	-	-	-	-	-
Total Capital Expense	760,084	770,364	53,531	1439%	4,779,343	16%
Net Capital	(760,084)	(770,364)	(53,531)	1439%	(4,340,340)	18%
Fund Balance Inc (Dec)	(2,038,445)	(2,923,291)	(1,811,090)	161%	(4,462,184)	66%
Food and Beverage Gross Margin	107,035	507,186	458,026		1,814,225	28%
Food and Beverage Gross Margin %	10.5%	18.8%	19.8%		15.0%	
Full Time Employees					173.5	
Excise Tax	-	-	(251,920)		-	
Transient, Lodging Taxes as percent of revenue	0%	0%	0%		25%	
Fund Balance						
Beginning Fund Balance		24,211,557	26,161,717		24,211,557	
Fund Balance Inc (Dec)		(2,923,291)	(1,811,090)		(4,462,184)	
Ending Fund Balance		21,288,266	24,350,627		19,749,373	
Unrestricted Fund Balance					2	
Operating Contingency					2,299,335	
Stabilization Reserve					620,500	
Contingency for Renewal & Replacement					2,784,922	
Designated for Renewal & Replacement					8,149,842	
New Capital/Business Strategy Reserve					5,640,167	
Restricted by Agreement - TLT					254,605	
Ending Fund Balance					19,749,373	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Exposition Center
August 2013
2014-02

	Current Month Actual August-13	Current Year to Date Actual August-13	Prior Year to Date Actual August-12	% of Prior Year 100%	Annual Budget August-13	% of Annual Budget 17%
Operating						
Revenue	81,201	343,403	293,584	117%	4,072,649	8%
Revenue - Food and Beverage	12,757	123,131	119,263	103%	1,868,163	7%
Total Operating Revenue	93,958	466,533	412,847	113%	5,940,812	8%
Costs - Food and Beverage	16,952	126,746	143,535	88%	1,534,261	8%
Personal Services	105,903	228,740	225,783	101%	1,655,148	14%
Goods & Services	104,445	165,060	102,273	161%	1,298,725	13%
Marketing Travel Portland	-	-	-	-	-	-
Total Operating Expenses	227,301	520,546	471,591	110%	4,488,134	12%
Net Operating Results Inc (Dec)	(133,343)	(54,013)	(58,744)	92%	1,452,678	-4%
Non Operating						
Non-Operating Revenue	4,265	9,581	4,996	192%	9,082	105%
Total Non Operating Revenue	4,265	9,581	4,996	192%	9,082	105%
Non-Operating Expense	-	-	-	-	-	-
Total Non Operating Expenses	-	-	-	-	-	-
Net Non Operating Results Inc (Dec)	4,265	9,581	4,996	192%	9,082	105%
Support and Risk Management						
MERC Administration	-	9,323	25,657	36%	111,875	8%
Indirect Cost Metro Support	22,251	47,595	37,660	126%	270,720	18%
Metro Risk Management	-	23,585	33,745	70%	56,603	42%
Total Support and Risk Mgmt	22,251	80,503	97,062	83%	439,198	18%
Net Increase (Decrease)	(151,329)	(124,935)	(150,811)	83%	1,022,562	-12%
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers from	-	-	750	0%	-	-
Total Transfers Revenue	-	-	750	0%	-	-
Transfers to	-	-	226	0%	-	-
Debt Service	-	-	-	-	1,188,650	0%
Total Transfers Expense	-	-	226	0%	1,188,650	0%
Net Transfers Inc (Dec)	-	-	524	0%	(1,188,650)	0%
Net Operations	(151,329)	(124,935)	(150,287)	-17%	(166,088)	75%
Capital						
Non-Operating Revenue	-	-	-	-	304,003	0%
Intrafund Transfers	-	165,000	-	-	165,000	100%
Transfers from	-	-	-	-	-	-
Total Capital Revenue	-	165,000	-	-	469,003	35%
Capital Outlay Expense	148,484	148,484	1,781	8336%	1,039,003	14%
Goods & Services	-	-	-	-	-	-
Transfers to	-	-	-	-	-	-
Total Capital Expense	148,484	148,484	1,781	8336%	1,039,003	14%
Net Capital	(148,484)	16,516	(1,781)	-927%	(570,000)	-3%
Fund Balance Inc (Dec)	(299,813)	(108,418)	(152,068)	71%	(736,088)	15%
Food and Beverage Gross Margin	(4,196)	(3,615)	(24,272)		333,902	-1%
Food and Beverage Gross Margin %	-32.9%	-2.9%	-20.4%		17.9%	
Full Time Employees					12.3	
Excise Tax	-	-	(30,243)		-	
Transient, Lodging Taxes as percent of revenue	0%	0%	0%		0%	
Fund Balance						
Beginning Fund Balance		3,831,492	4,310,142		3,831,492	
Fund Balance Inc (Dec)		(108,418)	(152,068)		(736,088)	
Fund Balance Inc (Dec) for HQH						
Ending Fund Balance		3,723,074	4,158,074		3,095,404	
Unrestricted Fund Balance					-	
Operating Contingency					364,000	
Stabilization Reserve					186,000	
Designated for Renewal & Replacement					360,000	
New Capital/Business Strategy Reserve					2,185,404	
Ending Fund Balance					3,095,404	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Oregon Convention Center
August 2013
2014-02

	Current Month <u>Actual</u> August-13	Excluding EMP Current Year to Date <u>Actual</u> August-13	Prior Year to Date <u>Actual</u> August-12	% of Prior Year <u>Year</u>	Annual Budget August-13	% of Annual Budget 17%
Operating						
Revenue	476,935	1,004,312	1,145,860	88%	7,760,264	13%
Revenue - Food and Beverage	921,492	2,379,723	1,835,986	130%	8,299,813	29%
Total Operating Revenue	1,398,427	3,384,034	2,981,846	113%	16,060,077	21%
Costs - Food and Beverage	828,095	1,885,256	1,431,861	132%	7,083,838	27%
Personal Services	691,986	1,410,607	1,404,510	100%	9,674,775	15%
Goods & Services	217,546	402,116	412,838	97%	3,750,641	11%
Marketing Travel Portland	247,062	494,124	450,008	110%	4,295,461	12%
Total Operating Expenses	1,984,689	4,192,103	3,699,217	113%	24,804,715	17%
Net Operating Results Inc (Dec)	(586,262)	(808,069)	(717,371)	113%	(8,744,638)	9%
Non Operating						
Transient, Lodging Tax	-	-	-	-	8,978,088	0%
Visitor Development Fund (VDF)	-	-	-	-	2,770,519	0%
Non-Operating Revenue	11,383	28,077	11,938	235%	23,890	118%
Total Non Operating Revenue	11,383	28,077	11,938	235%	11,772,497	0%
Non-Operating Expense	-	-	-	-	2,200,000	0%
Total Non Operating Expenses	-	-	-	-	2,200,000	0%
Net Non Operating Results Inc (Dec)	11,383	28,077	11,938	235%	9,572,497	0%
Support and Risk Management						
MERC Administration	-	53,505	159,646	34%	642,065	8%
Indirect Cost Metro Support	127,844	273,458	234,324	117%	1,555,456	18%
Metro Risk Management	-	120,048	170,170	71%	288,116	42%
Total Support and Risk Mgmt	127,844	447,011	564,140	79%	2,485,637	18%
Net Increase (Decrease)	(702,723)	(1,227,004)	(1,269,573)	97%	(1,657,778)	74%
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers from	-	-	4,668	0%	2,200,000	0%
Total Transfers Revenue	-	-	4,668	0%	2,200,000	0%
Transfers to	-	13,035	1,408	926%	470,800	3%
Debt Service	-	-	-	-	-	-
Total Transfers Expense	-	13,035	1,408	926%	470,800	3%
Net Transfers Inc (Dec)	-	(13,035)	3,260	-400%	1,729,200	-1%
Net Operations	(702,723)	(1,240,039)	(1,266,313)	-2%	71,422	-1736%
Capital						
Revenue	-	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	60,000	0%
Intrafund Transfers	-	615,000	-	-	615,000	100%
Transfers from	-	-	-	-	-	-
Total Capital Revenue	-	615,000	-	-	675,000	91%
Capital Outlay Expense	600,247	562,850	250	225140%	2,731,540	21%
Goods & Services	-	-	-	-	-	-
Transfers to	-	-	-	-	-	-
Total Capital Expense	600,247	562,850	250	225140%	2,731,540	21%
Net Capital	(600,247)	52,150	(250)	-20860%	(2,056,540)	-3%
Fund Balance Inc (Dec)	(1,302,970)	(1,187,889)	(1,266,563)	94%	(1,985,118)	60%
Food and Beverage Gross Margin	93,397	494,466	404,125		1,215,975	41%
Food and Beverage Gross Margin %	10.1%	20.8%	22.0%		14.7%	
Full Time Employees					111.3	
Excise Tax	-	-	(221,677)		-	
Transient, Lodging Taxes as percent of revenue	0%	0%	0%		36%	
Fund Balance						
Beginning Fund Balance		10,467,977	11,058,549		10,467,977	
Fund Balance Inc (Dec)		(1,187,889)	(1,266,563)		(1,985,118)	
Fund Balance Inc (Dec) for HQH		(23,400)	(24,414)		(140,000)	
Ending Fund Balance		9,256,688	9,767,572		8,342,859	
Unrestricted Fund Balance					2	
Operating Contingency					1,540,000	
Stabilization Reserve					260,000	
Contingency for Renewal & Replacement					2,584,922	
Designated for Renewal & Replacement					2,542,857	
New Capital/Business Strategy Reserve					1,415,078	
Ending Fund Balance					8,342,859	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland'5 Centers for the Arts
August 2013
2014-02

	Current Month Actual August-13	Current Year to Date Actual August-13	Prior Year to Date Actual August-12	% of Prior Year 59% 56% 58%	Annual Budget August-13	% of Annual Budget 8% 10% 9%
Operating						
Revenue	303,662	573,773	967,982	59%	6,994,946	8%
Revenue - Food and Beverage	80,840	198,118	354,352	56%	1,911,562	10%
Total Operating Revenue	384,502	771,891	1,322,334	58%	8,906,508	9%
Costs - Food and Beverage	63,006	181,783	276,179	66%	1,647,214	11%
Personal Services	366,022	743,767	817,157	91%	5,623,884	13%
Goods & Services	220,421	316,144	280,952	113%	2,821,985	11%
Marketing Travel Portland	-	-	-	-	-	-
Total Operating Expenses	649,450	1,241,694	1,374,288	90%	10,093,083	12%
Net Operating Results Inc (Dec)	(264,948)	(469,802)	(51,954)	904%	(1,186,575)	40%
Non Operating						
Transient, Lodging Tax	-	-	-	-	1,302,505	0%
Visitor Development Fund (VDF)	-	-	-	-	650,383	0%
Gov't Support City of Portland (PCPA)	-	-	-	-	816,020	0%
Non-Operating Revenue	8,573	19,552	13,818	141%	64,128	30%
Total Non Operating Revenue	8,573	19,552	13,818	141%	2,833,036	1%
Non-Operating Expense	-	-	-	-	-	-
Total Non Operating Expenses	-	-	-	-	-	-
Net Non Operating Results Inc (Dec)	8,573	19,552	13,818	141%	2,833,036	1%
Support and Risk Management						
MERC Administration	-	32,384	99,779	32%	388,603	8%
Indirect Cost Metro Support	77,365	165,487	146,452	113%	941,286	18%
Metro Risk Management	-	84,896	99,961	85%	203,750	42%
Total Support and Risk Mgmt	77,365	282,767	346,192	82%	1,533,639	18%
Net Increase (Decrease)	(333,740)	(733,017)	(384,329)	191%	112,822	-650%
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers from	-	-	2,916	0%	-	-
Total Transfers Revenue	-	-	2,916	0%	-	-
Transfers to	-	-	880	0%	-	-
Debt Service	-	-	-	-	-	-
Total Transfers Expense	-	-	880	0%	-	-
Net Transfers Inc (Dec)	-	-	2,036	0%	-	-
Net Operations	(333,740)	(733,017)	(382,293)	92%	112,822	-650%
Capital						
Revenue	-	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	75,000	0%
Transfers from	-	-	-	-	-	-
Total Capital Revenue	-	-	-	-	75,000	0%
Capital Outlay Expense	11,354	59,031	51,499	115%	916,000	6%
Goods & Services	-	-	-	-	-	-
Transfers to	-	-	-	-	-	-
Total Capital Expense	11,354	59,031	51,499	115%	916,000	6%
Net Capital	(11,354)	(59,031)	(51,499)	115%	(841,000)	7%
Fund Balance Inc (Dec)	(345,094)	(792,048)	(433,792)	183%	(728,178)	109%
Food and Beverage Gross Margin	17,834	16,335	78,173		264,348	6%
Food and Beverage Gross Margin %	22.1%	8.2%	22.1%		13.8%	
Full Time Employees					44.4	
Excise Tax	-	-	-		-	
Transient, Lodging Taxes as percent of revenue	0%	0%	0%		13%	
Fund Balance						
Beginning Fund Balance		7,971,363	8,445,301		7,971,363	
Fund Balance Inc (Dec)		(792,048)	(433,792)		(728,178)	
Fund Balance Inc (Dec) for HOH						
Ending Fund Balance		7,179,315	8,011,509		7,243,185	
Unrestricted Fund Balance					-	
Operating Contingency					300,000	
Stabilization Reserve					174,500	
Designated for Renewal & Replacement					4,729,000	
New Capital/Business Strategy Reserve					2,039,685	
Ending Fund Balance					7,243,185	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Convention Center Enhanced Marketing Project
August 2013
2014-02

	Current Month Actual August-13	Current Year to Date Actual August-13	Prior Year to Date Actual August-12	% of Prior Year	Annual Budget August-13	% of Annual Budget 17%
Operating						
Goods & Services	9,816	10,365	86	12123%	402,210	3%
<i>Meetings Expense</i>	683	1,232	86	1441%	-	-
<i>Contracted Prof Svcs - Architectural & Design</i>	-	-	-	-	-	-
<i>Contracted Prof Svcs - Mgmt, Consult & Comm Svc</i>	7,000	7,000	-	-	312,210	2%
<i>Contracted Prof Svcs - Financial</i>	-	-	-	-	-	-
<i>Contracted Prof Svcs - Attorney & Legal</i>	2,133	2,133	-	-	90,000	2%
Marketing Travel Portland	-	-	-	-	-	-
Total Operating Expenses	9,816	10,365	86	12123%	402,210	3%
Net Increase (Decrease)	(9,816)	(10,365)	(86)	12123%	(402,210)	3%
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers from	-	-	-	-	418,633	0%
Total Transfers Revenue	-	-	-	-	418,633	0%
Transfers to	13,035	13,035	24,328	54%	156,423	8%
Debt Service	-	-	-	-	-	-
Total Transfers Expense	13,035	13,035	24,328	54%	156,423	8%
Net Transfers Inc (Dec)	(13,035)	(13,035)	(24,328)	54%	262,210	-5%
Net Operations	(22,851)	(23,400)	(24,414)	-4%	(140,000)	17%
Fund Balance Inc (Dec)	(22,851)	(23,400)	(24,414)	96%	(140,000)	17%

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
MERC Administration
August 2013
2014-02

	Current Month <u>Actual</u> August-13	Current Year to Date <u>Actual</u> August-13	Prior Year to Date <u>Actual</u> August-12	% of Prior Year Year	Annual Budget August-13	% of Annual Budget 17%
Operating						
Revenue	-	-	-	-	-	-
Revenue - Food and Beverage	-	-	-	-	-	-
Total Operating Revenue	-	-	-	-	-	-
Costs - Food and Beverage	-	-	-	-	-	-
Personal Services	57,217	113,014	195,814	58%	703,412	16%
Goods & Services	13,371	19,735	25,854	76%	442,881	4%
Marketing Travel Portland	-	-	-	-	-	-
Total Operating Expenses	70,588	132,749	221,668	60%	1,146,293	12%
Net Operating Results Inc (Dec)	(70,588)	(132,749)	(221,668)	60%	(1,146,293)	12%
Non Operating						
Non-Operating Revenue	2,871	6,002	2,333	257%	3,750	160%
Total Non Operating Revenue	2,871	6,002	2,333	257%	3,750	160%
Non-Operating Expense	-	-	-	-	-	-
Total Non Operating Expenses	-	-	-	-	-	-
Net Non Operating Results Inc (Dec)	2,871	6,002	2,333	257%	3,750	160%
Support and Risk Management						
MERC Administration	-	(95,212)	(285,083)	33%	(1,142,543)	8%
Total Support and Risk Mgmt	-	(95,212)	(285,083)	33%	(1,142,543)	8%
Net Increase (Decrease)	(67,718)	(31,535)	65,748	-48%	-	-
Net Operations	(67,718)	(31,535)	65,748	-148%	-	-
Capital						
Revenue	-	-	-	-	-	-
Transient, Lodging Tax	-	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	-	-
Intrafund Transfers	-	(780,000)	-	-	(780,000)	100%
Transfers from	-	-	-	-	-	-
Total Capital Revenue	-	(780,000)	-	-	(780,000)	100%
Capital Outlay Expense	-	-	-	-	92,800	0%
Transfers to	-	-	-	-	-	-
Total Capital Expense	-	-	-	-	92,800	0%
Net Capital	-	(780,000)	-	-	(872,800)	89%
Fund Balance Inc (Dec)	(67,718)	(811,535)	65,748	-1234%	(872,800)	93%
Full Time Employees					5.5	
Excise Tax	-	-	-	-	-	-
Fund Balance						
Beginning Fund Balance		1,940,725	2,347,725		1,940,725	
Fund Balance Inc (Dec)		(811,535)	65,748		(872,800)	
Fund Balance Inc (Dec) for HQH						
Ending Fund Balance		1,129,190	2,413,473		1,067,925	
Unrestricted Fund Balance					-	
Operating Contingency					95,335	
Stabilization Reserve					-	
Contingency for Renewal & Replacement					200,000	
Designated for Renewal & Replacement					517,985	
Restricted by Agreement - TLT					254,605	
Ending Fund Balance					1,067,925	

MERC Commission Meeting

October 2 , 2013
12:30 pm

8.0 Consent Agenda

**Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions**

September 4, 2013
Portland's Center for the Arts, Brunish Theatre

Present:	Judie Hammerstad (Chair), Chris Erickson, Ray Leary , Elisa Dozono, Cynthia Haruyama, Terry Goldman, Karis Stoudamire-Phillips , Metro Council Liaison Sam Chase
Absent:	None
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by chair Judie Hammerstad at Brunish Theater at 12:30 pm
1.0	QUORUM CONFIRMED A quorum of Commissioners was present.
2.0	COMMISSIONER COUNCIL LIAISON COMMUNICATIONS <ul style="list-style-type: none"> • Lori Kramer from Portland's Centers for the Performing Arts reported that their new branding and website kick off was very successful. • Chair Hammerstad complimented the superb job done by all in the launch of the website and successful branding. • Council Liaison Chase offered his appreciation for Chair Hammerstad's testimony at Metro Council in support of the Convention Center Hotel IGA and offered help to make sure the project moves forward. • Chair Hammerstad announced Cynthia Hill's retirement at the end of this month and presented to her a plaque to honor her years of service to MERC and Metro.
3.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS <ul style="list-style-type: none"> • None
4.0	GENERAL MANAGER COMMUNICATIONS <ul style="list-style-type: none"> • Teri Dresler presented to the Commission • T. Dresler noted that Metro Interim Finance Director, Tim Collier, will be heavily involved in the budget cycle this year following Cynthia Hill's retirement. Recruitment to replace Hill's position is currently taking place. • An upcoming work session in November will kick off the budget discussion. Dresler is currently finalizing the location and date and will aim to tie it to the November MERC meeting; details to follow. • Hotel project update: Sep 18th is the public hearing at City Hall. A number of people will testify. The vote is scheduled for September 25th. County is holding tentative dates for a hearing on Sep 19th and vote on 26th. Efforts have been made to ensure city and county officials and their staffs are comfortable with the IGA. Dresler is fairly confident that there is solid support at both City and County. • Next step is to prepare for negotiation for development agreement beginning in October. Planning to release an RFB for a hotel specific negotiator. Expectation is that this process will be completed in the fall. A development agreement and room block agreement is on track to be complete before end of calendar year. • Chair Hammerstad inquired about the need for two hearings to approve IGA. Dresler responded that there is potential that some concerns could come up to amend IGA. Staff has been encouraged to discuss their concerns so the final proposal will work for all parties.

	<ul style="list-style-type: none"> • A formal RFP for a consultant to work on the FOTA project will be out by early next week. This formal request allows more latitude and authority to expand the contract if needed since it's possible the project could be larger than what we are aware of right now. • Commissioner Leary inquired on the anticipated date. Dresler responded that she will email the date as soon as she knows. • Councilor Chase requested outreach to underserved communities. Teri Dresler responded affirmatively and noted that she has reduced some requirements such as the requirement for years of experience in order to encourage a response from the underserved community. • Stephanie Soden introduced David Row, formerly of the Oregonian. He has been hired as an Associate Public Affairs Specialist for the Visitor Venues. He will be working with us for the remainder of this fiscal year on a part-time basis. David will help with PR and media pitches for the venues. • Chair Hammerstad suggested it would be helpful to have all event notices come through Margie so Commissioners will not receive duplicate notices. Teri Dresler responded affirmatively. <p>NOTE: Financial Report was presented at the end of the meeting.</p>
5.0	<p>MERC VENUES' BUSINESS REPORTS Lori Kramer, Matthew Rotchford and Scott Cruickshank updated to the Commission</p>
6.0	<p>TRAVEL PORTLAND QUARTERLY REPORT Jeff Miller and Brian McCartin presented to the Commission</p> <ul style="list-style-type: none"> • Commissioner Erickson inquired about the occupancy rate of OCC event halls. Scott Cruickshank responded it was 47%; up from about 44% last year. • Commissioner Leary inquired whether, since we have been anticipating year 13-14 to be a rough phase and given the fact that we saw a turn around, Travel Portland is cautious about projections for future years? • Jeff Miller responded that their sales team was determined that they would not let a "rough phase" happen. And a tremendous effort was made to be sure the numbers weren't as bad as projected. The economy's turn-around is of course helping as well. Scott Cruickshank added that short term demand is also picking up. • Chair Hammerstad asked if, with City Club debate coming up, we have hard data to show the success and potentials of Oregon Convention Center. • Dresler answered that the consultant who will represent Metro is being prepped and he understands all elements of the project including local issues. Since it is a radio program, visuals are not allowed. • Commissioner Haruyama inquired about the room occupancy rates of central city hotels. • Brian McCartin stated that central city hotels, which include 42 hotels, had an average occupancy in July of 90.1% at an average room rate of \$165.87. Up almost 9% from last year. • Commissioner Dozono inquired how much the Hotel Modera recently sold for. Jeff Miller responded that it was sold for \$47.5 million.
7.0 7.1	<p>CONSENT AGENDA August 7, 2013 MERC Regular Meeting Record of Actions</p> <ul style="list-style-type: none"> • A motion was made by Commissioner Goldman and seconded by Commissioner Dozono to approve the Consent Agenda. <p>VOTING: Aye: 7 (Erickson, Leary, Stoudamire-Phillips ,Dozono, Hammerstad, Haruyama, Goldman) Nay: 0 Motion passed</p>

8.0	<p>ACTION AGENDA</p>
8.1	<p>Resolution 13-22 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 B-20, (IATSE B-20)</p> <p>Antoinette Gasbarre and Joe Durr presented to the Commission</p> <ul style="list-style-type: none"> • Chair Hammerstad asked for an email with detail of wages and equitable relationships. Joe Durr responded affirmatively. • A motion was made by Commissioner Goldman and seconded by Commissioner Dozono to approve Resolution 13-22 as presented. <p>VOTING: Aye: 7 (Erickson, Leary, Stoudamire-Phillips ,Dozono, Hammerstad, Haruyama, Goldman) Nay: 0 Motion passed</p>
8.2	<p>Resolution 13-23 for the purpose of adopting changes to MERC Personnel policies.</p> <p>Antoinette Gasbarre and Betsy Tripi presented to the Commission</p> <ul style="list-style-type: none"> • Commissioner Dozono inquired about the job sharing policy change and whether the employees would ever be put in two full-time positions. • Betsy Tripi responded that there fewer than 5 job sharing positions throughout the agency. If an arrangement doesn't work, the default first step would be to move them into two part-time positions. Further decisions will be made if necessary based on business needs and the applicable collective bargaining agreement, if any. • Commissioner Dozono noted that the policy regarding charitable solicitations appears inconsistent with the new Metro Committees policy, which permits fundraising. • Betsy Tripi responded that they haven't discussed this provision in any specificity. She thought it would fall under the exception in the Charitable Solicitation policy for solicitations permitted under the director's discretion. • Commissioner Dozono inquired about the Volunteer provision noting that it did not have a reference to the whistleblowing policy in the reference section. • Betsy noted that this is a good point and it would be updated, adding that before any of these policy updates would be implemented, another quick review will be done, including for compliance with recent legislative changes. • A motion was made by Commissioner Erickson and seconded by Commissioner Stoudamire-Phillips to approve Resolution 13-23 as presented. <p>VOTING: Aye: 7 (Erickson, Leary, Stoudamire-Phillips ,Dozono, Hammerstad, Haruyama, Goldman) Nay: 0 Motion passed</p>
8.3	<p>Resolution 13-24 for the purpose of approving an amendment to the contract with Plumbing & Mechanical Contractors Group for the Oregon Convention Center, "Victaulic Couple Replacement Project" and delegate authority to the GM of Visitor Venues to execute the amendment to the contract.</p>

	<p>Josh Lipscomb and Scott Cruickshank presented to the Commission</p> <ul style="list-style-type: none"> • Commissioner Erickson inquired about the Return on Investment. Scott Cruickshank responded 3 years. • Commissioner Haruyama inquired about the source of funding. Scott Cruickshank responded the funding comes from OCC’s Operations budget. • Commissioner Dozono inquired if we need to ultimately replace all valves. Scott Cruickshank responded affirmatively. Josh Lipscomb explained the engineering aspects involved in this. • Commissioner Leary pointed out that Scott Cruickshank noted there are no leaks now – does that mean there could be more in the future? • Josh Lipscomb noted there should not be a large scale change out in the future. • Scott Cruickshank added that the reason that they have escalated this project this year is due to OCC going through a performance tracking period for LEED certification. Being able to show a reduction in natural gas consumption this summer compared to last summer provides additional LEED certification credits. • A motion was made by Commissioner Goldman and seconded by Commissioner Leary to approve Resolution 13-24 as presented. <p>VOTING: Aye: 7 (Erickson, Leary, Stoudamire-Phillips ,Dozono, Hammerstad, Haruyama, Goldman) Nay: 0 Motion passed</p> <p>8.4 Resolution 13-25 for the purpose of approving and transmitting to the Metro Council a budget amendment to the MERC Fund for the fiscal year 2013-14 annual Capital Plan.</p> <p>Cynthia Hill and Teri Dresler presented to the Commission</p> <ul style="list-style-type: none"> • Commissioner Dozono inquired about the difference between operating contingency vs. accumulation reserves. • Cynthia Hill responded that operating contingency is the amount appropriated for whatever economic uncertainty brings for the year. It is the same amount every year and is the pool of funds where you go first for temporary budget issues. The stabilization reserve is a back fill for this until the financial situation changes. The contingency for renewal and replacement is for existing assets and is not generally available except during the budget development process. The Business Strategy reserve is appropriated for new capital -- not replacing an existing asset -- although it is not restricted to Capital, it can be an investment in a one- time priority (Business Strategy). An example would be the FOTA Consultant. • A motion was made by Commissioner Dozono and seconded by Commissioner Erickson to approve Resolution 13-25 as presented. <p>VOTING: Aye: 7 (Erickson, Leary, Stoudamire-Phillips ,Dozono, Hammerstad, Haruyama, Goldman) Nay: 0 Motion passed</p>
4.1	FINANCIAL REPORT Presented by Cynthia Hill
9.0	EXECUTIVE SESSION – Update on labor negotiations
	Meeting adjourned at 2:45 p.m.

MERC Commission Meeting

October 2 , 2013
12:30 pm

9.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 13-26

For the purpose of ratifying the collective bargaining agreement with the American Federation of State, County, and Municipal Employees Local 3580-1, (AFSCME Local 3580-1).

WHEREAS, the Metropolitan Exposition Recreation Commission’s (MERC) designated representatives for labor relations and AFSCME 3580-1 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 is voting to ratify the collective bargaining agreement; 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 contingent upon AFSCME 3580-1 membership ratifying the agreement attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues, or her delegate, to execute the collective bargaining agreement and forward it to the Union for signature.

Passed by the Commission on October 2, 2013.

Approved as to form:

Alison R. Kean, Metro Attorney

_____ Chair

By: _____

Nathan A. S. Sykes, Deputy Metro Attorney

_____ Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving a collective bargaining agreement with the American Federation of State, County and Municipal Employees Local 3580-1 (AFSCME Local 3580-1)

Resolution No. 13-26

Presented by: Karol Ford, Labor and Employee Relations Analyst
Matthew Uchtman, Director of Operations, OCC

Date: October 2, 2013

Background and Analysis: Bargaining began on March 14, 2013. Tentative agreement was reached on the contract on September 20, 2013.

The provisions in this contract continue efforts to bargain consistent language across the six MERC contracts and the two Metro contracts. Included is movement towards standard language around management rights, protected leaves, health insurance and PERS.

Resolution: The resolution states the MERC Commission approves ratification of the contract contingent upon AFSCME Local 3580-1's ratification. The major elements of the Agreement are as follows:

Term of Agreement: July 1, 2013 through June 30, 2016.

Wages: Wages will be increased 2% effective September 1, 2013, and each July 1st thereafter during the term of agreement. In addition, employees hired July 1, 2014 or thereafter shall be placed at the regular step of the pay schedule instead of the probationary step in consideration of these employees paying the employee portion of PERS.

Insurance: Metro will contribute 94% of the insurance premium costs per plan and employees will pay 6% through June 30, 2015. Beginning July 1, 2015 Metro will pay 92% and the employees will pay 8%.

Effective upon the date the Affordable Care Act is implemented, all part-time regular status employees who work an average of 30 (thirty) or more hours per week during the prior 12-month period are eligible to participate in the Metro health insurance programs. The form of that coverage will comply with the Affordable Care Act.

PERS: Employees hired July 1, 2014 and thereafter will pay the employee portion of PERS. This is consistent with what is being negotiated with other bargaining units and Metro's overall strategy to maintain long-term fiscal stability of personnel costs.

Language Changes: Significant language changes between the previous and proposed Agreement appear below.

Article 4: Union Security: For successor contract negotiations, management will pay up to a maximum of 200 hours of bargaining time in regular wages for union team members.

Article 9: Work Schedules: Codified current scheduling practice for Portland Expo Center. Call-in time to report an absence was increased from one hour to ninety (90) minutes.

Article 12: Work Out of Classification: Added language that employee would receive no less than a 5% salary increase for working out of classification.

Article 13: Salary Administration: In addition to what is stated above regarding Wages, removed the language regarding gainsharing which in the past was provided to employees for meeting recycling and waste reduction goals. OCC plans on developing and implementing a facility-wide program that involves all employees.

Article 16: Vacation: Employees hired July 1, 2014 and thereafter receive an increased vacation accrual in exchange for these employees paying the employee portion of PERS.

Article 17: Sick Leave: Provided part-time employees sick leave at the rate of .025 hours per hour paid. Call-in time to report an absence was increased from one hour to ninety (90) minutes.

Article 18: Holidays: Added Christmas Eve as a holiday for full-time employees.

Article 19: Other Leaves: Obsolete language was replaced so that family and military leave follow applicable state/federal law. New language was negotiated which disallows jury duty leave if a subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant, or is for a dispute between the employer and employee. New language added to allow employee required to serve as juror/witness on scheduled day off or vacation may retain fee.

Article 20: Revised language so that all employees, not just full-time, on initial probation are selected for layoff first before non-probationary employees.

Article 24: Grievance Procedure: Further clarified article and ensured consistency in timelines.

Article 25: Discipline and Discharge: Deleted language relating to personnel file, as this is documented in the Personnel File Article.

Article 26: Probationary Period: Added language to codify process for Demotion, Reclassification and Layoff.

Article 31: Personnel File: New language was negotiated that allows retention of disciplinary documents for more egregious misconduct for an additional two years.

Article 35: Parking: Provided exemption from parking fee increases for those employees hired prior to January 1, 2003, paying \$20.00/month. Subject to approval of GM, allows parking fee increases up to max of \$5.00 per fiscal year.

Article 37: Clothing Allowance: New article; reflects current uniform practice in addition to providing \$60 shoe allowance per fiscal year.

Article 38: Training and Professional Development: New article; reflects agency's support of training and professional development and refers members to current training policy.

Short range fiscal impact:

The costs of the collective bargaining agreement are within budgeted amounts for FY 13-14.

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:

Staff recommends approval of Resolution 13-26 which states the MERC Commission approves ratification of the contract contingent upon AFSCME Local 3580-1 ratifying the contract.

**COLLECTIVE
BARGAINING
AGREEMENT**

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPALS EMPLOYEES

LOCAL 3580-1

Effective July 1, 2010~~3~~-June 30, 2016~~3~~

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PREAMBLE

This Agreement is entered into by Metropolitan Exposition-Recreation Commission (MERC), hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees Local 3580-1 hereinafter referred to as the Union.

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

This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, ~~creed~~, religion, national origin, association or political affiliation, mental or physical disability, veteran status , or any other status protected by law, or Union Activity.

ARTICLE 1: RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive bargaining representative for all full-time or part-time utility personnel employed by MERC at the Oregon Convention Center, Operations Department, including Event Custodians as reflected in Exhibit A of this Agreement, excluding supervisors and confidential employees as defined by ORS 243.650(6) and (14), employees represented by other unions, office and clerical employees, guards and professional employees. The Employer also recognizes the Union as the exclusive representative for full-time Utility Maintenance Specialists employed by MERC at the Portland ~~Expo~~Metropolitan Exposition Center, excluding all other employees at that facility.

Section 2.

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

ARTICLE 2: DEFINITIONS

Temporary Employees: Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves of absence, or short-term event driven work operations. Upon request from the Union, MERC agrees to provide a monthly listing of temporary employees and hours worked from hire date.

Contracting Out: In the event that a MERC decision to contract out work normally performed by bargaining unit members would result in the layoff of bargaining unit members, MERC shall provide the Union with sixty (60) days notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision.

ARTICLE 3: MANAGEMENT RIGHTS

~~Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management of MERC functions, direction and control of its workforce, facilities, properties, and activities. Rights of management shall include, but not be limited to: the right to direct the activities of the workforce, determine the level of service and method of operation and introducing new processes or procedures; hire, promote, demote, transfer, assign, reassign employees; discipline employees consistent with this Agreement; to lay off employees; schedule work; to complete performance evaluations; to classify, reclassify or merge positions as required; to make, publish and enforce rules and regulations, including personnel and work rules and policies that do not violate any specific provision of this Agreement.~~

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

- (1) Determining the employer's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees of MERC;

- (3) Determining the methods, means, and number of personnel needed to carry out any department's or facility's mission;
- (4) Directing the work force and issuing or changing work orders and rules;
- (5) Hiring and assigning or temporarily transferring employees within or between departments or facilities, within the bargaining unit. Whenever possible volunteers will be sought prior to assignment changes;
- (6) Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- (7) Laying off employees due to lack of work or funds;
- (8) Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement;
- (9) Introducing new or improved methods, equipment or facilities;
- (10) Completing performance evaluations of employees as required; and
- (11) Classifying, reclassifying or merging positions as required.

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

ARTICLE 4: UNION SECURITY

Section 1.

- a) All employees covered by this Agreement shall within thirty (30) days of employment either become and remain a member of the Union or tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount of money equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been

done.

b) Except for reasons stated in section a, employees who are current members of the Union at the time of signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall remain members of the union for the duration of the contract term as long as they are current employees of the employer.

Section 2.

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

Section 3.

a) The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment. The first payment commences at the start of the employee's second month of employment. The Union shall provide membership authorization cards to employees and shall transmit a copy of such authorization of membership to the Employer. Upon receipt of such authorization, the Employer agrees to deduct from the paycheck of each employee ~~who has so authorized it,~~ the regular monthly dues uniformly required of members of the Union. The dues or fair share amounts deducted shall be transmitted monthly to Oregon AFSCME Council 75 at its headquarters office as specified by the Union. The total amount of the monies deducted for regular union dues and fair share payments shall be transmitted to the Union within ten (10) calendar days after the payroll deduction is made. The performance of these services is at no cost to the Union.

b) The employer will notify the Union of all new hires in the bargaining unit within thirty (30) days of their date of hire.

c) The Union agrees that it will indemnify and save the Employer harmless from all suits, actions, and claims against the Employer or person acting on behalf of the Employer arising out of the Employer's faithful compliance with terms of this entire Article 43, provided the Employer notifies the Union in writing of such claim and tenders the defense to the Union.

Section 4.

For successor contract negotiations, management will pay up to a maximum of 200 hours of bargaining time in regular wages on a scheduled work day for those current AFSCME 3580-1 employees who serve on the Union bargaining team. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining.

ARTICLE 5: NO STRIKE OR LOCKOUT

Section 1.

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

Section 2.

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

ARTICLE 6: UNION REPRESENTATIVES

Section 1. Stewards

- a) Within thirty (30) calendar days from the signing of this Agreement, the Union will notify the Director of Operations/Operations Manager or designee in writing of the names of designated Stewards. The list will be updatedd as necessary.

- b) Upon prior notice to their immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
- c) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- d) A Steward who comes to the worksite during their off duty hours to carry out Steward duties shall not be paid for such time.
- e) Internal Union business shall be conducted by Stewards and employees during their non-duty time.
- f) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.

Section 2. Union Staff Visits

Upon reasonable advance notice to the Director of Operations/Operations Manager or designee, a Union Representative from AFSCME Council 75 will be allowed to visit work areas of employees during work hours regarding matters affecting their employment, and for the purpose of assisting in the administration of this Agreement. AFSCME Council 75 representatives shall be subject to normal building security requirements unless special arrangements are made in advance. Such visits shall not interfere with employees' duties or interfere with building activities or events in progress.

For discussions regarding a potential grievance the AFSCME Council 75 representative may be exempt from providing notice as long as the employee is on non-work time and the representative follows normal building security requirements.

Section 3. Union Meetings

Union representatives and employees shall be allowed to have prearranged Union meetings without the interruption of Management. [Such meetings shall be conducted during the employee's non-work time and shall not be paid time unless paid time is approved by management.](#)

ARTICLE 7: MAINTENANCE OF STANDARDS

Section 1.

The Employer agrees that all conditions of employment established by its individual operations at Oregon Convention Center and Portland ~~Expo~~[Metropolitan Exposition](#) Center which constitute an economic benefit to employees covered by this Agreement shall be maintained at no less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

Section 2.

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

ARTICLE 8: NON-DISCRIMINATION

Section 1.

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of age, sex, marital status, sexual orientation, gender identity, race, color, ~~creed~~, religion, national origin, association or political affiliation, mental or physical disability, [veteran status, or any other status protected by law](#), or Union activity.

Section 2.

If an employee complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, mental or physical disability, marital status, [veteran status](#), or political affiliation, [Union activity, or any other status protected by law](#), is brought to the Union for processing, the Union will

refer the employee to the ~~MERC~~ Human Resources ~~Director~~ Manager and notify the ~~MERC~~ Human Resources ~~Director~~ Manager of the complaint.

Section 3.

If any employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 3 of the grievance procedure with a copy to the ~~Metro Human Resources Department~~ Human Resources Director. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 9: WORK SCHEDULES

Section 1.

- a) The normal work schedule for full-time OCC utility employees shall be forty (40) hours in a workweek with five (5) consecutive days of work and two (2) consecutive days off. Hours of work for part-time Event Custodians shall be determined by event requirements as they arise. ~~Full-time~~ In order to accommodate event needs the typical work schedule for Utility Maintenance Specialists at Portland ~~Expo~~ Metropolitan Exposition Center shall be seven (7) consecutive days on with two (2) days off, followed by three (3) consecutive days on with two (2) days off, rotating every other weekend off. ~~continue the current practice regarding work schedules.~~ The typical schedule during non-event periods will be five (5) consecutive days on with two (2) days off.
- b) Management and the Union shall meet to discuss the feasibility of 10-hour shifts.

Section 2.

Except for part-time Event Custodians at the Oregon Convention Center and ~~full-time~~ Utility Maintenance Specialists at Portland ~~Expo~~ Metropolitan Exposition Center, employees shall bid for work shifts established by the Employer under the following conditions:

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1st and January 1st.
- b) When shifts and days off are bid, the employee shall identify in writing to their immediate supervisor the established designated shift the employee

wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 21 (Seniority), except as stated in subsection (a) above.

- c) A newly hired employee on initial probation shall be placed on shifts according to operational and training requirements. Following three (3) months of continuous service the employee will be allowed to shift bid at the next shift bid opportunity.
- d) Shifts will be posted for bidding by October 15~~November 1~~ or April 15~~May 1~~, as appropriate. Shift bids will be completed by December ~~145~~ or June ~~145~~ as appropriate. An employee who does not sign up for a shift within a reasonable amount of time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. The Chief Steward or designee, and the Director of Operations/Operations Manager, or designee, will agree what constitutes a “reasonable amount of time,” after consultation with the employee. If the Chief Steward, or designee, and the Director of Operations/Operations Manager, or designee, do not agree, the Director of Operations/Operations Manager, or designee, will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift bidding cycle will be restored to their appropriate seniority level for the next shift bidding cycle. If any employee refuses to sign up for a shift by December ~~145~~ or June ~~145~~, the Director of Operations/Operations Manager or designee has authority to assign them to an available shift.

Section 3.

Work schedules shall be posted at least two (2) weeks in advance of the effective date of the schedule. An employee’s work schedule may be changed to meet building or event needs with no less than twenty-four (24) hours prior notice. While business needs are unpredictable, management shall endeavor to provide at least 48 hours advance notice of a schedule change.

Section 4.

Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (½) shift whenever feasible.

Section 5.

When employees voluntarily request a change in their work schedule and the Employer agrees, employees waive all premium pay and overtime that exceed eight (8) hours in a day, but do not waive overtime pay after forty (40) hours in a workweek.

Section 6.

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

Section 7.

Work hours assigned to employees shall not constitute a guarantee of hours of work per day or per week.

Section 8.

If an employee cannot report to work as scheduled, the employee must call the designated supervisor or message telephone number if the supervisor is unavailable, at least ninety (90) minutes~~one (1) hour~~ before their scheduled shift starts, or as soon as the employee is aware he/she will be unable to attend work as scheduled.

Section 9.

Employees whose work shift is changed from one shift to another shift, unless relieved from work at least for eight (8) hours before starting their new shift shall be paid the overtime rate for the first such new shift worked.

ARTICLE 10: OVERTIME

Section 1.

The workweek is defined as seven (7) consecutive calendar days beginning at 12:01 a.m. on Thursday, and ending on the following Wednesday at 12:00 midnight. A workday is the 24-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

Section 2.

Employees will be compensated at the rate of one and one-half (1 ½) times their normal hourly rate of pay for time worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

Section 3.

Employees will receive payment for overtime worked in accordance with regular payroll procedures.

Section 4.

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

Section 5.

No overtime shall be worked without prior approval of the immediate supervisor or designee.

Section 6.

The Employer shall give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from all the employees currently working, and offer overtime to the volunteers in order of seniority beginning with the most senior employee. If there are an insufficient number of volunteers to work the needed overtime, the Employer shall assign the necessary number of employees to work overtime in reverse order of seniority.

Section 7.

Any full time employee called to return to work before the employee's next work shift and such call is after the employee has left the ~~MERC~~ premises at the end of their last shift, shall be paid for a minimum of three (3) hours at the rate of one and one-half (1 ½) times their regular rate.

Section 8.

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

ARTICLE 11: SHIFT DIFFERENTIAL PAY

Section 1.

Shift differential pay shall apply to all bargaining unit employees. For purposes of pay in this Article only, swing shift shall be defined as any shift that begins between the hours of 2:00 p.m. and 9:59 p.m. Effective with the date of the signing of this Agreement an employee shall be paid \$1.45 per hour, increasing to \$1.50 per hour July 1, 2011 and \$1.55 per hour July 1, 2012 for all hours worked on that shift.

For purposes of pay in this Article, graveyard shift shall be defined as any shift that begins between the hours of 10:00 p.m. and 4:59 a.m. An employee shall be paid \$1.55 per hour beginning effective with the date of the signing of this agreement; \$1.60 per hour on July 1, 2011 and \$1.65 per hour July 1, 2012 for all hours worked on that shift.

If an employee assigned to swing shift works one-half or more of graveyard shift hours as defined above, the employee shall receive the higher shift differential pay for the entire shift. An employee's initial shift differential pay rate shall be used in the computation of the overtime rate.

Section 2.

Shift differential pay shall be paid only for hours worked.

ARTICLE 12: WORK OUT OF CLASSIFICATION

An employee who is assigned for a limited period of time to perform the ~~major~~ distinguishing essential duties of a position in a higher classification for more than three (3) consecutive work days per occurrence shall be paid at the next step in their salary range or at the first step in the salary range designated for the higher classification, ~~whichever is greater, but no less than 5% if the employee is at the top of their salary range~~. When a work out of classification assignment is made that exceeds three (3) consecutive workdays, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

ARTICLE 13: SALARY ADMINISTRATION

Section 1.

Effective ~~September 1, 2013~~~~August 16, 2010~~ wages will be increased 2.0%. Effective July 1, ~~2014 and July 1, 2015~~~~2011~~ wages will be increased ~~2.0-2.5%~~~~and effective July 1, 2012 wages will be increased 1.5%~~. The pay schedule, Exhibit A, will reflect each increase as specified herein.

~~A lump sum of \$14,000 will be provided for a signing bonus. The Union will determine the method of disbursement and notify MERC.~~

Section 2.

Upon successful completion of initial probation, an employee shall move to the non-probationary pay rate for their classification. Employees hired July 1, 2014 or thereafter shall be placed at the "regular step" of the pay schedule for the classification into which they were hired.

Section 3.

To implement Exhibit A on the effective date of this Agreement, employees on initial probation on the effective date of this Agreement shall be paid the probationary pay step for their classification. Non-probationary employees shall be paid the pay rate stated in Exhibit A for their classification. Employees hired after the effective date of this Agreement shall be paid at the probationary pay rate for their classification.

Section 4.

Standard paydays will be on the 10th and the 25th of each month or the immediately preceding business day in the case where a payday falls on a holiday or weekend.

Section 5.

~~MERC Management and the Union will meet and pursue in good faith a productivity based incentive or gainsharing plan for bargaining unit employees by July 1, 2008. This program will be designed to motivate employees to exceed minimum performance expectations and improve employee involvement.~~

Footnote: In Section 2, FT employees hired 7/1/14 or thereafter shall be placed at regular step is in exchange for FT employees hired 7/1/14 and thereafter paying employee contribution to PERS, in accordance with Article 15: Retirement of this agreement. **Page 13 of 52**

~~teamwork, and promote efficiencies and effectiveness in the overall service of the Operations Departments of the Oregon Convention Center and the Expo Center.~~

~~The Joint Labor Management Committee created in Article 35 will be the venue for these discussions. The Committee shall schedule additional meetings for the sole purpose of discussion of the productivity-based incentive or gainsharing plan. Labor representatives shall be paid for attending those meetings. Any plans resulting from these discussions will not affect the agreement reached in Section 1 of this Salary Administration article. This Section (Section 5) shall not be subject to the provisions of Article 24, including but not limited to any grievance, arbitration or mediation provisions.~~

ARTICLE 14: INSURANCES

Section 1. Joint Labor Management Committee

A Metro Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. Metro shall make available to the committee current information regarding insurance premium rates and projected increases, as such information becomes available to Metro. The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make Plan modifications as necessary.

Section 2. Health Insurance Benefit Eligibility

- a) All full-time regular status employees are eligible to participate in the Metro health insurance programs. Eligibility will begin on the first of the month following thirty days of employment.

- b) Effective upon the date the Affordable Care Act is implemented, all part-time regular status employees who work an average of 30 (thirty) or more hours per week during the prior 12 month period from that date are eligible to participate in the Metro health insurance programs. With open enrollment each year of the contract the average number of hours will be calculated and for those that have worked an average of 30 (thirty) or more hours during the prior twelve months, they will be eligible to participate in the Metro health insurance programs. The form of that coverage will be done in such a manner as to comply with the Affordable Care Act.

Section 3. Premium Sharing

~~For full-time regular status employees, beginning the first pay period following ratification of this agreement by both parties and through June 30, 2015 July 1, 2014 and throughout the duration of this Agreement,~~ Metro shall contribute ninety-four (94%) of the insurance premium costs per plan and employees shall pay six percent (6%) of the premium costs per plan selected by the employee. Beginning July 1, 2015 and for the duration of this Agreement, Metro shall contribute ninety two (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee. The premium costs used in these calculations shall be the amount agreed to with the carriers. These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

~~If any health insurance plan increases by more than twelve (12%) two years in a row, then Metro and the Union shall split the increase over twelve percent (12%) equally beginning with the second year.~~

Metro agrees to pay ~~cash back~~ at an amount not to exceed \$150 per month to full-time regular status employees who provide proof of other medical coverage and who opt out of medical coverage through Metro. Metro shall determine the amount offered to employees for opt-out based on contracts with insurance carriers, financial considerations, and health insurance plan designs.

Health benefits will be funded to the limits listed. Should Metro choose to fund any other group at a high level, then such new level will be applied equally to this contract.

Section 4. Life, Long Term Disability, and Accidental Death & Dismemberment Insurance

Life insurance , dependent life, accidental death and dismemberment, and long term disability coverages shall be provided to all employees who are health insurance benefit eligible and shall be maintained at current levels at no cost to the employee. .

Section 5. Employee Assistance Program

The Employer shall provide an employee assistance program at no-cost to health-insurance benefits eligible the employees subject to approval of funding by MERC.

ARTICLE 15: RETIREMENT

Employees shall continue to be eligible for participation in the [Oregon](#) Public Employee Retirement System PERS pursuant to the law. Full-time employees [active on the payroll June 30, 2014](#) shall continue to have the Employer “pick-up” their required six-percent (6%) monthly contribution to the PERS. [Full-time employees hired July 1, 2014 or thereafter shall pay the employee contribution, as defined by PERS, through payroll deductions.](#)

[After ratification of this agreement, should the Employer resume contributing the employee contribution to PERS for non-represented employees hired July 1, 2011 or thereafter, all full-time AFSCME 3580-1 represented employees hired July 1, 2014 or thereafter will receive the same benefit in addition to the employer required contributions.](#)

[Unused accrued hours of sick leave will be reported to PERS at the time an employee separates from employment with Metro/MERC.](#)

ARTICLE 16: VACATION LEAVE

Section 1.

- a) [Except for Event Custodians, vacation leave with pay for full-time employees active on the payroll as of June 30, 2014 shall accrue at the rate shown below prorated on the total of compensable hours paid to the employee ~~for hours worked, vacation, personal holidays, and paid sick leave:~~](#)

Total Years of Continuous Service	Accrual Rate Per Hours Paid	Example of accrual per pay period for FT employee working 40 hours/week	Equivalent Annual Hour Full-Time Employees
Date of hire through completion of 4 yrs	.0385 hours	3.34 hours	80 hours
Beginning of 5 years through completion of 9 yrs	.0577 hours	5.00 hours	120 hours

<u>Beginning of 10 years through completion of 14 yrs</u>	<u>.0674 hours</u>	<u>5.84 hours</u>	<u>140 hours</u>
<u>Beginning of 15 years through completion of 19 yrs</u>	<u>.0770 hours</u>	<u>6.7 hours</u>	<u>160 hours</u>
<u>Beginning of 20 years through completion of 24 yrs</u>	<u>.0866 hours</u>	<u>7.50 hours</u>	<u>180 hours</u>
<u>25 or more</u>	<u>.0962 hours</u>	<u>8.34 hours</u>	<u>200 hours</u>

b) Except for Event Custodians, vacation leave with pay for full-time employees hired July 1, 2014 and thereafter shall accrue at the rate shown below prorated on the total of compensable hours paid to the employee.

<u>Total Years of Continuous Service</u>	<u>Accrual Rate Per Hours Paid</u>	<u>Example of accrual per pay period for FT employee working 40 hours/week</u>	<u>Equivalent Annual Hour Full-Time Employees</u>
<u>Date of hire through completion of 3 yrs</u>	<u>.0385 hours</u>	<u>3.34 hours</u>	<u>80 hours</u>
<u>Beginning of 4 years through completion of 7 yrs</u>	<u>.0577 hours</u>	<u>5.00 hours</u>	<u>120 hours</u>
<u>Beginning of 8 years through completion of 11 yrs</u>	<u>.0674 hours</u>	<u>5.84 hours</u>	<u>140 hours</u>
<u>Beginning of 12 years through completion of 15 yrs</u>	<u>.0770 hours</u>	<u>6.7 hours</u>	<u>160 hours</u>
<u>Beginning of 16 years through completion of 19 yrs</u>	<u>.0866 hours</u>	<u>7.50 hours</u>	<u>180 hours</u>
<u>20 or more</u>	<u>.0962 hours</u>	<u>8.34 hours</u>	<u>200 hours</u>

<u>Total Years of Service</u>	<u>Accrual Rate at 24 Pay Periods Per Year</u>	<u>Vacation Rate Per Year</u>
0 through 4	3.34 hours	80 hours
5 through 9	5.00 hours	120 hours
10 through 14	5.84 hours	140 hours
15 through 19	6.7 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

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

Section 2.

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

Section 3.

Any ~~non-probationary~~ full-time employee who has successfully completed their initial probationary period and who resigns, retires, is laid off or dismissed from employment with the Employer shall be entitled to an ~~immediate~~ lump sum payment (in accordance with Oregon’s final paycheck guidelines) for accrued and unused vacation hours at the employee’s existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period.

Section 4.

The Director of Operations/Operations Manager, or their designee shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation requests shall be submitted through the employee’s immediate supervisor and approved by the Director of Operations/Operations Manager or designee, by means of the Kronos timekeeping system or department leave request form, as determined

by venue management. Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

When an employee submits a request for vacation prior to having accrued a bank of hours sufficient to cover the proposed vacation, the request will be submitted in writing to the Director of Operations/Operations Manager or designee, on an “Employee Leave Request Form-” or through the Kronos timekeeping system, as determined by venue management. The employee is responsible for managing his or her accruals. If, at the actual time of the planned vacation, the accrual is not sufficient to cover the entire planned leave, the employee will determine which of the planned vacation days will not be taken as vacation, and will be worked by the employee and notify the Director of Operations/Operations Manager or designee. If the employee refuses to select dates that will not be taken as vacation, the Director of Operations/Operations Manager or designee, will make the decision and inform the employee.

ARTICLE 17: SICK LEAVE

Section 1.

- a) Except for part-time employeesEvent Custodians, sick leave shall accrue at the rate of 4.33-.05 hours per hours paidpayroll period, for example a full-time employee working 40 hours a week would receive 4.33 hours per payroll period, or 104 hours per year, accrued in an unlimited amount. Sick leave shall not accrue during any period of leave without pay, or while receiving ~~sick leave or~~ industrial injury leave.
- b) Part-time employees shall accrue sick leave at a rate of .025 hours per hour paid.
- c) When an employee has advance notice of the need for sick leave (e.g., medical appointment, approved FMLA leave, or scheduled surgery) he/she shall submit a request for sick leave in advance by either submitting a completed Leave Request Form or through the Kronos timekeeping system, as determined by venue management.
- ~~b.) Non-probationary employees who have used three or less days of sick leave will be allowed to cash out one half of the sick leave they have accrued in the prior six month period up to a limit of 26 hours. The cash out option can be used at the end of each December and June.~~

Section 2.

Management will consider the following factors in determining if an employee is ~~excessively using~~ ~~misusing~~ sick leave.

- a) Exhaustion of sick leave as quickly as it is accrued; or
- b) Patterns of sick leave usage; or
- c) Use of forty (40) hours or more of sick leave, in the preceding six (6) months;
or
- d) Use of sick leave in conjunction with regular days off, vacation, personal holidays, or holidays on two or more occasions within the preceding one (1) year.

Sick leave for medical appointments scheduled and approved by management at least a week in advance shall not be considered as excessive use of sick leave.

~~An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be deemed to be misusing sick leave.~~

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate or who has exhausted all sick leave (with or without having reserved up to 24 hours of sick leave accruals) during a period of approved FMLA/OFLA, shall not be deemed to be excessively using sick leave.

Section 3.

An employee ~~shall~~ ~~may~~ use their accrued sick leave when temporarily unable to perform their work duties by reason of personal illness or injury, disability, medical or dental care, or illness, injury or physical disability of a person living in the employee's household, subject to the limitations stated in this section and other sections of this Article. An employee may use up to four (4) sick leave hours to visit a physician for medical or dental care per visit. ~~The employee shall be required to submit a physician's certificate for any absence of three (3) days or more within a period of five (5) consecutive working days cited above.~~

Section 4.

An employee must notify their supervisor by phone or by leaving a message on the sick leave line. Notification must happen daily between the end of the previously scheduled shift and at least ~~ninety (90) minutes~~~~one (1) hour~~ prior to the start of the next scheduled shift. Employees who are returning from a scheduled day off must provide the same notice.

If an employee leaves a message, they must speak with a supervisor immediately upon their return to work.

Examples of call-in times are listed below:

Shift	Must call-in between
<u>6:00am – 2:30pm</u>	<u>2:30 pm – 4:59am4:30am</u>
<u>8:00am – 4:30 pm</u>	<u>4:30 pm – 6:59am6:30am</u>
<u>4:00pm – 12:30am</u>	<u>12:30am – 2:59pm2:30pm</u>
<u>11:00pm – 7:30am</u>	<u>7:30 am – 9:59pm9:30pm</u>
<u>7:30am – 4:00pm</u>	<u>4:00pm – 6:29am6:00am</u>

From time to time, these shifts will be adjusted due to business needs. The same notification language listed above will apply.

Employees that notify their supervisor of an upcoming absence in writing and prior to the absence are not required to call in daily (e.g. scheduled surgery.)

Section 5.

~~An employee shall be entitled to use a maximum of four (4) consecutive work days' sick leave without a signed physician's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive work days' sick leave without a doctor's certificate.~~

Section 56.

Misuse of sick leave is subject to discipline pursuant to Article 25 of this agreement.

Section 67.

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, ~~Management~~~~the Director of Operations~~, may require the employee to submit to a physical examination by a physician selected by

the Employer. The cost of such examination shall be borne by the Employer and the information provided by the physician shall be limited to whether or not the employee is able to fully perform the duties of their position.

Section 78.

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

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

Section 89.

a) Full-time employees who use twenty-four (24) hours or less of sick leave within one (1) fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange for eight (8) hours of sick leave at the end of the fiscal year.

b) Non-probationary employees who have used ~~three~~ **four (4)** or less days of sick leave in the preceding six-month period, will be allowed to cash out one-half of the sick leave they have accrued during that ~~in the prior~~ six month period up to a limit of 26 hours. The cash out option can be used at the end of each December and June.

Section 10.

~~For purposes of establishing sick leave incentive as discussed in this article, union leave time will be treated as paid leave.~~

ARTICLE 18: HOLIDAYS

Section 1.

The following shall be considered holidays for full-time employees:

1. New Years Day	January 1
2. Martin Luther King Jr. Day	Third Monday in January
3. Presidents' Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	First Monday in September
7. Veterans' Day	November 11
8. Thanksgiving Day	Fourth Thursday in November
9. Christmas Eve	December 24
10. Christmas Day	December 25

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.

In addition to the above holidays, [full-time](#) employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before December 24 will receive sixteen (16) hours leave. An employee can use personal holiday hours in no less than four (4) hour blocks of time. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and are not compensable.

[Part-time employees](#)[Event Custodians](#) shall receive one and one-half (1 ½) times compensation for actual time worked on a holiday.

Section 2.

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

Section 3.

No employee shall receive holiday pay if the employee is absent for more than two hours of their scheduled workday either immediately preceding or immediately following the holiday unless they have applied to their supervisor in writing for approval for the time off within that pay period and it has been approved by the Director of Operations/[Operations Manager or designee](#).

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

MERC shall offer work available on holidays to volunteers [from any shift](#). Employees interested in working the holiday will advise the employer of their desire to do so [as soon as possible and no less than 4 days-72 hours](#) prior to the holiday. If two or more employees volunteer within [4 days-72 hours](#) prior to the holiday, the most senior will be selected. If there are no volunteers, the least senior non-probationary employee will be required to work.

Section 8.

[If a full-time employee volunteers to work on a holiday, the following shall apply, in accordance with Article 9: Work Schedules and Article 10: Overtime:](#)

- [a\) The employee shall waive the right to two consecutive days off.](#)
- [b\) If the holiday shift begins prior to the employee being relieved from work for eight \(8\) hours, the employee shall not receive additional overtime pay as outlined in Article 9 Section 9.](#)

c) The employee shall waive the minimum pay of three (3) hours at the rate of one and one-half (1 ½) times their regular rate, and shall receive holiday worked pay as outlined in Article 18 Section 1.

ARTICLE 19: OTHER LEAVES

Section 1. Family Leave

Employer abides by the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees.

During periods of FMLA/OFLA leave, except for parental leave, eligible employees must use accrued or accumulated paid leave time, including sick, vacation, deferred holiday and personal holiday leave, prior to entering a period of unpaid leave of absence.

Employees with approved FMLA/OFLA have the option to reserve up to 24 hours of sick leave accruals (in 4-hour increments) and use personal leave without pay, provided all other leave banks are exhausted. The employee may choose the order in which to use their paid leave accruals during approved family leave time.

During periods of parental leave covered under FMLA/OFLA an eligible employee may use unpaid leave prior to paid leave. In all cases an employee shall designate the requested order of leave when completing application for FMLA/OFLA, provided that paid leave is designated for use before unpaid leave for non-parental FMLA/OFLA.

All employees who have completed ninety (90) days of service and are not yet eligible for FMLA/OFLA, are eligible to request and be granted a leave of absence not to exceed six (6) weeks Parental Leave upon the birth of a child or on the date of taking physical custody of a newly adopted child. The employee is eligible to use accrued sick leave or leave without pay.

Employer shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act ("FMLA") and The Oregon Family Leave Act ("OFLA") and as designated in MERC's Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by law and in MERC's Personnel Policies.

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

~~During periods of leave covered by the FMLA/OFLA statutes identified above, eligible employees may use accrued or accumulated paid leave time, including sick, vacation, and personal holiday leave, prior to a period of unpaid leave of absence. The employee may choose the order in which to use their paid leave accruals during approved family leave time.~~

Section 2. Leave Without Pay

In instances where the work will not be ~~significantly impacted~~~~seriously~~ ~~handicapped~~ by the temporary absence of a full-time employee, the Director of Operations/Operations Manager or designee may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) calendar days, but not to exceed six (6) months, must be approved by the Facility Director. Requests for such leave must be submitted ten (10) working days before the first day of the requested leave unless there is an unforeseen emergency that is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

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

Section 3. Union Business Leave

Upon written request at least two (2) weeks in advance and subject to operating requirements, the Director of Operations/Operations Manager or designee shall grant leave without pay for conducting Union business for up to two (2) employees at any one time.

Section 4. Jury Duty

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

- a) The employee granted such leave shall pay all money received except travel allowance, to the Employer
- b) An employee on jury duty who is on other than a day shift and/or whose scheduled work days fall on weekend days may be temporarily assigned at the discretion of the [Director of Operations/Operations Manager](#) or designee based on the needs of the business. An employee, whose shift is temporarily changed, as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.
- c) Where the employee is required to serve as juror or witness on a scheduled day off or vacation day, and such day cannot reasonably be rescheduled, they may retain the fee paid for service as a juror or witness on the day off or vacation day.
- d) Employees shall not be eligible for jury duty leave with pay if the subpoena is for a non-work related dispute in which the employee is either the plaintiff or defendant, or is for a dispute between the employer and employee. The employee is entitled to use any accrued vacation in these circumstances. Union related arbitrations are considered hours worked for the duration of the employee's regularly scheduled shift, if they occur on an employee's regularly scheduled work day.

Section 5. Military Leave

Eligible employees shall be granted military leave with pay, as required by law. Any remaining leave shall be without pay, as required by law.
~~Military leave shall be available to employees under the terms and conditions of applicable federal and/or state law.~~

Section 6. Bereavement Leave

- a) A full-time employee absent from duty by reason of the death of his or her spouse or domestic partner, parents, children, sister, brother, grandparents, grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or relatives of domestic partners that are equivalent to those in-laws or other household member shall be allowed not to exceed three (3) consecutive days of leave within 90 days of notification with pay.

Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick leave, personal holiday, or vacation hours at the employee's request. Pursuant to Section 2. Leave without Pay of this Article, an employee may request unpaid leave when all other leaves are exhausted.

b) Employees ~~shall~~will provide written notification to the Director of Operations/Operations Manager, or designee, in advance by either submitting a completed Leave Request Form or through the Kronos timekeeping system, as determined by venue management. Where advance notice is not possible, written notice of ~~their request for~~ bereavement leave shall be submitted within a week of their ~~employee's~~ return to work.

b)c) If travel is required, two (2) additional days, chargeable to sick leave may be allowed upon approval of the Director of Operations/Operations Manager or designee.

e)d) A full-time employee may attend a funeral ceremony for a fellow employee in the OCC Operations Department or the Portland Expo Center, whichever is applicable, with four (4) hours leave with pay to attend such funeral ceremony, subject to the Employer's operating needs.

ARTICLE 20: LAYOFF

Section 1.

Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer shall determine the number and classifications in which there will be a layoff. All ~~full-time~~ employees on initial probation within the bargaining unit classification selected for layoff shall be laid off before any layoffs of ~~full-time~~ non-probationary employees within the bargaining unit classification within the department. For purposes of this Article only, "department" shall be defined as:

- a) Oregon Convention Center Operations Department
- b) Portland Expo Center

The term "department" means the department where an ~~an full-time~~ employee is employed and fills a budgeted position in that department.

Section 2.

The layoff procedure shall occur in the following manner:

- a) An employee shall be given thirty (30) calendar days notice of layoff in writing.
- b) The least senior full-time employee shall be laid off by bargaining unit classification within their department.
- c) An employee notified of pending layoff shall select one (1) of the following options and communicate such choice in writing to the Employer within ten (10) calendar days from the date the employee is notified in writing:
 - (1) The employee may demote to the lowest seniority position in their current bargaining unit classification or into a lower bargaining unit classification within the department in which they are currently employed for which they are qualified. To be qualified, an employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position after a brief orientation period, or,
 - (2) Elect to be laid off. An employee laid off shall be placed on the layoff list for the classification from which they were removed.

Section 3.

An employee who is on the layoff list shall have recall rights for three (3) years to a vacant position in the classification from which they were laid off and qualified to perform. It is the responsibility of the employee who has been laid off to notify and keep current their contact information with the Metro Human Resources Department in order to be recalled to a vacant position.

Section 4.

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

ARTICLE 21: SENIORITY

Section 1.

This Article shall apply where an Article in this Agreement specifically and expressly authorizes it.

Section 2.

The following subsection shall only apply to full-time bargaining unit employees at the Convention Center.

- a) Seniority shall be computed starting from an employee's initial date of hire or promotion into a bargaining unit classification at the Convention Center Operations Department. Seniority shall be defined as continuous service in a bargaining unit classification at the Convention Center Operations Department. Continuous service shall be defined as uninterrupted employment with the Convention Center Operations Department. If two (2) or more employees have equal seniority time, the tie shall be broken by the employee having the longest continuous service with MERC.
- b) Except for compensable on-the-job-injuries or illness and military leaves, all leaves without pay that exceed ninety (90) calendar days shall be deducted from the computation of continuous service.

Section 3.

This subsection shall only apply to full-time Utility Maintenance Specialists at [the Portland Expo Center](#). The definitions and applications of seniority shall apply as stated in Section 2 of this Article, except that continuous service shall be defined as uninterrupted employment at [the Portland Expo Center](#) and shall include employment with Multnomah County accomplished in accordance with the law.

Section 4.

An employee who is recalled from a layoff list from the Oregon Convention Center Operations Department or [Portland Expo Center](#), whichever is applicable, shall keep all seniority time accrued before the layoff and any uninterrupted employment thereafter.

Section 5.

All contractual rights under this agreement and seniority time shall be forfeited if an employee resigns, is terminated, retires, who does not return to work from a leave of absence, or is on the layoff list for more than three (3) years..

Section 6.

MERC will leave posted on designated bulletin boards at the Oregon Convention Center and [Portland Expo Center](#) a seniority list of employees no later than July 20 and January 20 of each year. The Union will be sent a copy of the list. This subsection becomes effective on the signing of this Agreement.

ARTICLE 22: FILLING VACANCIES

All job opportunities that involve bargaining unit positions shall be posted for [a minimum of](#) seven (7) calendar days in the Operations Department in order to give all employees an opportunity to apply for available vacant positions. Non-probationary employees shall have the opportunity to apply as internal candidates and be considered for vacant positions.

ARTICLE 23: NEW AND REVISED CLASSIFICATIONS

MERC shall notify the Union when creating a new classification-and, or substantially revising an existing bargaining unit classification that applies at the Oregon Convention Center or [Portland Expo Center](#), and that includes utility or maintenance duties. The Union shall have ten (10) calendar days to request negotiations on the wage rate for the new or revised classification.

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

ARTICLE 24: GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

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 grievance may be filed.

The following shall constitute the grievance procedure steps:

Step 1 – OCC Operations Manager (Set-up and Housekeeping and Set-Up, or Technical Services, as appropriate).

a) An employee alone or accompanied by the Union shall file a written grievance with the appropriate manager within ~~fifteen~~fourteen (14) calendar days of the alleged violation or when the employee had first knowledge of such violation. The manager shall respond in writing to the grievance within ~~fifteen (15)~~fourteen (14) calendar days following receipt of the Step 1 grievance.

b) In matters where the OCC Operations Manager Set-Up and Housekeeping or Technical Services was involved in the initial determination, the Union may choose to skip Step 1 and submit a grievance directly to Step 2 within fourteen (14) calendar days of the alleged violation or when the employee had first knowledge of such violation. The Union shall consider if there are mitigating factors they believe the manager is unaware of when making this determination.

Step 2 – Director of Operations (Step 1 for Portland Expo Center Operations Manager).

a) If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of Operations or designee at the Oregon Convention Center, or the Operations Manager at the Portland Expo Center, whichever is applicable, within ~~ten (10)~~fourteen (14) calendar days from the date the Step 1 response is due or received~~following receipt of the grievance.~~

b) The Director or Operations/Operations Manager or designee shall respond in writing within fourteen (14) calendar days following receipt of the Step 2 grievance.

Step 3 – Facility Director or Executive Director.

a) If the grievance has not been answered or resolved at Step 2, it may be presented to the Facility Director or Executive Director or their designee within ~~ten (10) working~~fourteen (14) calendar days from the date the Step 2 response is due or received.

b) The Facility Director or Executive Director, or designee, shall respond in writing within ~~ten (10)~~fourteen (14) calendar days following receipt of the Step 3 grievance.

a)c) As outlined in Article 25 Section 4, a non-probationary employee whose pay is reduced, suspended without pay, demoted or terminated may appeal such disciplinary action directly to Step 3 of the grievance procedure within fourteen (14) calendar days from the effective date of the action.

Step 4 – General Manager of Visitor Venues.

a) If the grievance has not been answered or resolved at Step 3, it may be presented to the General Manager of Visitor Venues or their designee within fourteen (14) calendar days from the date the Step 3 response is due or received.

b) If the Union fails to advance the grievance within fourteen (14) calendar days from the date the Step 3 response is due or received, the grievance will be deemed abandoned.

c) The General Manager of Visitor Venues or designee shall respond in writing within fourteen (14) calendar days following receipt of the Step 4 grievance.

~~**Step 4 – Arbitration.** A grievance that is not answered or resolved at Step 3 can be appealed to arbitration in writing by the Union. The Union shall notify MERC's Human Resources Director, or designee, within ten (10) working days from the date that the Step 3 response was due, or received. All exhibits, lists of witnesses, and other related documents shall be presented to the other party.~~

Section 3 Arbitration.

- a) If the grievance is not resolved at Step 4 the Union may advance the grievance to arbitration. The Union shall notify management of their intent to advance to arbitration within fourteen (14) calendar days from the date the Step 4 response was due or received.
- b) If not advanced within fourteen (14) calendar days from the date the Step 4 response is due or received, the grievance will be deemed abandoned.
- c) In order to advance the grievance the Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service within 30 calendar days of stating their intent to advance the grievance to arbitration. Upon receipt of the list of arbitrators, the parties will strike names within fourteen (14) calendar days. The parties will make best efforts to schedule arbitration within six (6) months of selecting an arbitrator. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties and shall be conducted by the State of Oregon Mediation and Conciliation Service. Upon receipt of the list, the parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

~~After the grievance has been submitted to arbitration, either MERC or the Union will request the Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, MERC and the Union shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The final name on the list shall be the arbitrator.~~

Section 4.

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

Section 5.

~~After receipt of the Step 4 response, MERC and the Union may mutually agree to take a grievance to mediation. The mediation shall be conducted by the Employment Relations Board Conciliation Division.~~

Section 46.

~~Time limits may be extended in writing by mutual agreement. If mutually agreed upon by both the Employer and the Union, and the request is made prior to the response or advance due date, deadlines for all of the above sections may be extended.~~

Section 57.

~~The grievance form to be used at all steps of this grievance procedure is attached as Exhibit B of this Agreement. Failure to use the official grievance form has no effect on the grievance; however, if an employee is unable to use a grievance form, a~~Any grievance statement shall contain the following:

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

ARTICLE 25: DISCIPLINE AND DISCHARGE

Section 1.

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

- Oral reprimand,
- Written reprimand,
- Demotion,
- Reduction in pay,
- Suspension, or
- Termination.

Section 2.

Disciplinary actions imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure as stated in Article 24 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

Section 3.

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

Section 4.

A non-probationary employee whose pay is reduced, suspended without pay, demoted or terminated may appeal such disciplinary action directly to Step 34 of the grievance procedure within ~~ten (10)~~ fourteen (14) calendar days from the effective date of the action. Any further written appeal beyond Step 3 (Facility Director or ~~Facility Manager~~ Executive Director) shall follow the requirements and time frames outlined in Article 24 (~~Grievance~~ Arbitration Procedure).

Section 5.

The Union shall be sent a copy of an employee's disciplinary action that includes suspension, demotion, and reduction in pay or termination.

Section 6.

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

Section 7.

~~Upon request of an employee, records of demotions, reductions in pay and suspensions shall be removed from the personnel file four (4) years from the date~~

~~the material was entered provided that the employee has received no other disciplinary actions. Any lesser disciplinary action shall be removed two (2) years from the date the material was entered, provided that the employee has received no other disciplinary actions.~~

ARTICLE 26: PROBATIONARY PERIOD

Section 1.

The probationary period shall be considered a continuation of the examination process. Every full-time employee upon initial appointment or promotion shall serve a probationary period of six (6) full calendar months. The probationary period for part-time employees shall be a minimum of 400 hours. In the event that two or more employees are hired on the same date, their respective seniority rankings shall be determined by the [interview ranking sheet](#)~~applicant evaluation score~~. The employees' initial seniority ranking shall be maintained throughout the probationary period and will remain the employee's seniority ranking for purposes of Article 21: [Seniority](#).

Section 2.

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

Section 3.

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

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

Section 4.

An employee's probationary period shall be extended by the number of days an employee is on leave provided such leave exceeds ~~ten (10)~~five (5) consecutive workdays. An employee's probationary period shall not otherwise be extended, except by mutual agreement. Any such agreement to extend an employee's probationary period shall not exceed three (3) full calendar months.

Section 5.

Demotion:

- a) Employees who are demoted as a result of a disciplinary action will not serve an additional probationary period.
- b) For voluntary demotions the employee will serve a three (3) calendar month probationary period unless the employee has formerly held that position. These employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

Section 6.

Reclassification:

- a) Employees who are reclassified to a higher classification as a result of a reorganization or other business need and who have not previously performed those duties shall serve a three (3) calendar month probationary period. These employees shall not be discharged without just cause and shall have recourse to the grievance procedure.
- b) Employees who are reclassified laterally or lower as a result of reorganization shall not serve an additional probationary period.
- c) Employees who are reclassified as a result of recognition and they have previously been performing those duties will not serve a new probationary period.

Section 7.

Layoff: Employees who choose to transfer laterally or to a lower classification as a result of bumping during a layoff process shall not serve an additional probationary period.

ARTICLE 27: INCLEMENT WEATHER

Upon determination by the Facility Director or designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close, and send staff home before the end of their assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled.

ARTICLE 28: SAFETY AND HEALTH

Section 1.

The Employer agrees to provide a safe and healthful workplace as required by law. The Employer also agrees to provide all uniforms, safety devices and clothing, tools and equipment required by the Employer for use by the employee. Each employee shall be required to wear such safety devices and clothing furnished by the Employer in compliance with applicable laws.

Section 2.

The Employer and the Union will continue to operate the Joint Labor Management Safety Committee in compliance with current Oregon law and administrative rules. The Employer shall continue the existing Convention Center Safety Committee in compliance with current law and regulations. One representative each from the swing and graveyard shifts shall meet on a monthly basis with the Chair of the Safety Committee, or designee, to review safety issues and concerns and to make recommendations to the Safety Committee. Union representatives will be paid for attending Safety Committee meetings. After each shift bid process, the Union will provide written notice to the Director of Operations/[Operations Manager or designee](#) of the representative from each shift.

Section 3.

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

Section 4.

In accordance with OSHA regulations, employees will be provided with a health and safety orientation prior to beginning any new position and when new products, tools or equipment are introduced into the workplace.

Section 5.

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

Section 6.

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

ARTICLE 29: OUTSIDE EMPLOYMENT

- A. Employees may engage in outside employment, provided that such outside employment does not:
- (1) Create a conflict of interest with the employee's MERC duties, or
 - (2) Create an inability to perform employee's job duties at MERC.
- B. Employees who engage in outside employment that is found to violate the above restrictions and who have failed to notify the Director of Operations/[Operations Manager or designee](#) of such employment shall be disciplined up to and including termination.

ARTICLE 30: BULLETIN BOARDS

The Employer shall provide the Union one-half (½) of the space on the bulletin board at the Operations Department Time Clock, one-half (½) of the space on the non-glassed bulletin board in the Operations Department Lunch Room and the bulletin board in the [Portland Expo Center](#) Lunch Room for the posting of Union notices. The Union shall limit its posting

of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting.

ARTICLE 31: EMPLOYEE ASSISTANCE PROGRAM

~~The Employer shall provide an employee assistance program at no cost to the employee subject to approval of funding by MERC.~~

ARTICLE 312: PERSONNEL FILE

Section 1.

~~MERC~~Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content. An employee may attach a written explanation to be included with the document in the personnel file.

Section 2.

All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee unless entered in the official ~~MERC~~Employer file as described in subsection 1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 3.

a) ~~_____~~ Demotions, reductions in pay and suspensions shall ~~go stale~~~~be expunged from the personnel file~~ four (4) years from the date the material was entered ~~and shall not be used for future discipline,~~ provided that the employee has received no other disciplinary action. Any lesser disciplinary action shall ~~go stale~~~~be expunged from the personnel file~~ two (2) years from the date the material was entered ~~and shall not be used for future discipline,~~ provided that the employee has received no other disciplinary action. ~~Any disciplinary action for harassment policy violations shall be removed from the personnel file four (4)~~

years from the date the discipline was received, provided that the employee has received no other disciplinary actions for harassment policy violations.

Once removed, the discipline may be placed in a Labor Relations File and shall not be used for disciplinary, hiring or promotional decisions.

b) Periodic performance appraisals shall permanently remain part of the official personnel file. The Director of Operations/Operations Manager or designee Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the four (4) or two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with subsection 2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

Section 4.

A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in subsection 3. Such written record will consist only of the date of the reprimand and a brief explanation one to two sentence statement of the reason for the reprimand.

ARTICLE 323: SAVINGS CLAUSE

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

ARTICLE 334: RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENT/UNDERPAYMENTS

Section 1. Overpayments

a) 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 notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

1. The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
 2. Where this process is utilized, the employee and Employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Employer shall implement the repayment schedule stated in sub (4) below.
 4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves the Employer's service before the Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- b) An employee who disagrees with the Employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- c) This Article does not waive the Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments

- a) In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Employer shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Employer shall correct any such underpayment made within a maximum period of two years before the notification.

- b) This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as lead work work out of classification pay, or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

ARTICLE 345: JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to provide input and recommendations to management. The Committee shall be comprised of four (4) Union members to be selected by the Union and four (4) management members to be selected by management. The Committee will meet monthly, to discuss problems between labor and management as they arise and as a means of increasing effectiveness, procedures, innovations and communication in Operations Department work. Union representatives will be paid for attending committee meetings.

ARTICLE 356: PARKING

~~Full time OCC employees with a hire date of January 1, 2003 or later will pay \$65.00 per month for parking in the OCC underground parking garage. Full time OCC employees with a hire date of December 31, 2002 or earlier will pay \$20.00 per month for parking in the OCC underground parking garage.~~

Section 1.

All full-time Oregon Convention Center employees hired prior to January 1, 2003 will be eligible for a pre-tax payroll deduction of \$20.00 per month for parking and exempt from any parking fee increases.

Section 2.

All full-time Oregon Convention Center employees hired January 1, 2003 or thereafter, who voluntarily elects to participate in the parking program, will pay the full cost of the parking program via pre-tax payroll deduction.

Section 3.

Oregon Convention Center part-time and event-driven employees may purchase passes for the Lloyd lot on a first come first served basis.

Section 4.

As parking fees increase, subject to approval of the General Manager, all employees in the parking program will cover the increases through the pre-tax payroll deduction program. Such increases shall be limited to no more than \$5.00 in a fiscal year.

Section 5.

Non-probationary, benefits-eligible employees are eligible to participate in Metro's TDM program.

Section 6.

All Oregon Convention Center non-probationary full-time employees will continue to be enrolled in the Universal Pass Program until the program terminates or MERC opts out of the program.

ARTICLE 367: PAST PRACTICES

Section 1.

The parties recognize MERC's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement.

Section 2.

MERC may change or issue work practices or rules covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

Section 3.

Demand to Bargain. If the ~~MERC Human Resources Manager~~Human Resources Director believes that the subject change is a mandatory subject of bargaining, the parties shall meet within then (10) days of the Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the ~~MERC Human Resources Manager~~ Human Resources Director believes that the subject changes is a permissive or prohibited subject of bargaining, the ~~MERC Human Resources Manager~~ Human Resources Director shall inform the Union that MERC refuses to bargain the subject change within fifteen (15) calendar days of the Director of Human Resources' receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board. If the Board determines that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is mandatory, the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach agreement, the Union may submit the matter to arbitration. The arbitrator shall have authority to set aside changes that are arbitrary and capricious. The notice must be received by the ~~MERC Human Resources Manager~~ Human Resources Director within fifteen (15) days immediately following the last date the parties met to negotiate the change. Nothing herein is intended to prevent the parties from agreeing, on a cases-by-case basis, to resolve matters covered by this Article through a collaborative interest-based process.

ARTICLE 37: CLOTHING ALLOWANCE

- A. Full-time employees shall receive five (5) sets of uniforms, including shirts and pants, upon hire.
- B. Each fiscal year thereafter full-time employees shall receive up to six (6) items, shirts or pants, as needed.
- C. Upon presentation of an original receipt of purchase, full-time employees will be reimbursed up to sixty dollars (\$60) per fiscal year for quality work shoes.
- D. All employees shall receive one coat per contract.
- E. Part-time employees at the Oregon Convention Center shall receive two (2) sets of uniforms, including shirts and pants, upon hire.
- F. Each fiscal year thereafter part-time employees shall receive up to three (3) items, shirts or pants, as needed.
- G. Part-time employees at Oregon Convention Center who perform outside custodial duties shall be provided an outside coat to be used at work and stored on site; washed on-site, as needed.

H. Employees who work outside will be provided safety and rain gear to be used at work and stored on site.

ARTICLE 38: TRAINING AND PROFESSIONAL DEVELOPMENT

The Employer supports opportunities for education, training and professional development. Employees may request education, training or professional development as outlined in the employer's training policy.

ARTICLE 398: FULL AGREEMENT

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any other matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. The Employer's~~MERC~~ Personnel Policies will apply to all employees ~~of MERC~~ except if there is a conflict between ~~the~~MERC Personnel Policies and the contract, the terms of the contract will control.

ARTICLE 4039: TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, ~~2013~~2010 until June 30, ~~2016~~2013, and it shall cease and expire on that date.

The Union will notify the Employer, not later than January 15, ~~2016~~2013, that it intends to reopen this Agreement for the purpose of negotiating all or part of this Agreement.

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

EXHIBIT "A"
METROPOLITAN EXPOSITION-RECREATION COMMISSION
AFSCME, LOCAL 3580-1 (UTILITY WORKERS) PAY SCHEDULE

Pay Range	Job Code	Class	Job Step	Reg Step
970	8485	Event	2.40	14.03
951	8190	Utility	4.51	16.35
952	8500	Utility Worker II	15.69	17.67
849	8170	Utility Maintenance Technician *	16.68	18.19
941	8490	Utility Grounds Maintenance	17.03	19.38
961	8495	Utility Lead *	18.39	19.25
950	8175	Utility Maintenance	18.99	21.40
962	8300	Utility Maintenance Specialist **	20.17	22.09
972	8385	Utility Maintenance Lead	21.74	22.92

**This Page Superseded
See next page for TA'd
pay schedule.**

* This classification is currently vacant.
 ** This classification shall be used only at Expo.

Effective: 08/16/2010
 Revised: 11/18/2010
 COLA: 2% (08/16/2010)

M:\payplan\fy10-11\merc.xls
 by Lena L. Bannick

METROPOLITAN EXPOSITION-RECREATION COMMISSION
AFSCME, LOCAL 3580-1 PAY SCHEDULE

Pay Range	Job Code	Classification	2013-14		2014-15		2015-16	
			Prob Step	Reg Step	Prob Step	Reg Step	Prob Step	Reg Step
970	8485	Event Custodian	13.16	14.89	13.42	15.19	13.69	15.49
951	8190	Utility Worker I	15.40	17.35	15.71	17.70	16.02	18.05
952	8500	Utility Worker II	16.65	18.75	16.98	19.13	17.32	19.51
849	8170	Utility Maintenance Technician*	17.70	19.30	18.05	19.69	18.41	20.08
941	8490	Utility Grounds Maintenance*	18.07	20.57	18.43	20.98	18.80	21.40
961	8495	Utility Lead*	19.51	20.43	19.90	20.84	20.30	21.26
950	8175	Utility Maintenance	20.16	22.71	20.56	23.16	20.97	23.62
962	8300	Utility Maintenance Specialist **	21.40	23.44	21.83	23.91	22.27	24.39
972	8385	Utility Maintenance Lead	23.11	25.31	23.57	25.82	24.04	26.34

*This classification is currently vacant.

**This classification shall be used at Expo only.

METROPOLITAN EXPOSITION RECREATION COMMISSION	AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3580-1
Teri Dresler, Director Visitor Venues	Issa Simpson Jaimie Sorenson Staff Representative, AFSCME Local 3580-1
Matthew Uchtman Ryan Thorpe , Director of Operations, OCC Joni	Michael Cutright Utility Worker II
Jim Caldwell Operations Manager, Expo	Bob Kosciolek Daniel Pratusch Utility Maintenance
Lisa Colling Joni Johnson , Labor and Employee Relations Manager Human Resources Manager	Tom Test Nelson "Trey" Brown Utility Maintenance Specialist
Karol Ford Karen Totaro Labor and Employee Relations Analyst Assistant Executive Director	Ashley Alcala Robert Brown Event Custodian
Darryl Jones Paul Stanley Manager Set-Up & Housekeeping, OCC	
Nathan Dickie Darryl Jones , Set-up Supervisor, OCC	