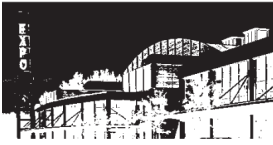

MERC Commission Meeting

February 1, 2017
12:30 pm

Oregon Convention Center
777 N.E. Martin Luther King Jr. Blvd.
Rooms A107-108



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

www.oregonmetro.gov



Metro | *Exposition Recreation Commission*

REVISED Agenda

Meeting: Metro Exposition Recreation Commission Meeting
Date: Wednesday, February 1, 2017
Time: 12:30 – 2:30p.m.
Place: Oregon Convention Center, Rooms A107-108

CALL TO ORDER

- | | | | |
|-------|------|---|---|
| 12:30 | 1. | QUORUM CONFIRMED | |
| 12:35 | 2. | OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS | |
| 12:40 | 3. | COMMISSION/COUNCIL LIAISON COMMUNICATIONS | Karis Stoudamire-Phillips, Sam Chase |
| 12:45 | 4. | INTERIM GM COMMUNICATIONS | Scott Cruickshank |
| 12:50 | 5. | FINANCIAL REPORT | Ben Rowe |
| 12:55 | 6. | VENUE BUSINESS REPORTS | Robyn Williams, Matt Pizzuti,
Matthew P. Rotchford |
| 1:10 | 7. | FY2015-16 FINANCIAL AUDIT | Ashley Osten, Moss Adams |
| 1:30 | 8. | ARAMARK SECOND QUARTER REPORT | Diane Marshall, Kyle Butler |
| 1:50 | 9. | CONSENT AGENDA | |
| | | <ul style="list-style-type: none"> • Record of MERC Actions, January 1, 2017 | |
| 1:55 | 10. | ACTION AGENDA | |
| | 10.1 | Resolution 17-02: For the purpose of ratifying the collective bargaining agreement with the International Longshore and Warehouse Union (ILWU) Local 28. | Travis Brown |

ADJOURN

MERC Commission Meeting

February 1, 2017
12:30 pm

5.0 Financial Report

DECEMBER 2016

FINANCIAL INFORMATION

For Management Purposes only



OREGN

Oregon
Convention
Center



Memo



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Date: February 1, 2017
To: Commissioner Karis Stoudamire-Phillips, Chair
Commissioner Terry Goldman, Vice Chair
Commissioner Deidra Kryz-Rusoff, Secretary-Treasurer
Commissioner Damien Hall
Commissioner Judie Hammerstad
Commissioner Ray Leary
From: Ben Rowe – MERC Finance Manager
Re: Financial information for the month of December and the 2nd quarter, Fiscal Year 2016-17

Executive Summary December and Year to Date FY 2016-17

Overall, the venues are having another excellent year compared to record high revenues in recent years. Total MERC event revenues (charges for services and food & beverage), year to date (YTD), closed 8% below prior year, however 12% above the three-year historical YTD average. Year to date rent and event charges for services closed slightly below the prior year (-0.4%, -\$48,500) however, food and beverage closed 18% (-\$1,831,574) below the prior year. Total YTD MERC revenues closed 4% below the prior year, 16% above the three-year historical average, and 7% above YTD budget projections. Transient Lodging Tax (TLT) is performing 6.8% (\$476,000) over the prior year, 13% over budget expectations and 27% over the three-year historical average. If this trend continues, we will deposit approximately \$7 million into the TLT Pooled Capital reserve at the end of FY 2016-17, which will bring the fund balance up to approximately \$17 million. Total YTD MERC expenses closed 1% above the prior year, 12% above the three-year historical average, and 1% below YTD budget projections.

Fiscal Year 2016-17 Economic Dynamics

Several economic and industry dynamics will interact throughout FY 2016-17 resulting in a fiscal year perhaps not as robust as the last two fiscal years. Firstly, FY 2014-15 and FY 2015-16 were both record-breaking high grossing years for the venues. Any comparison to these years is skewed because they were so robust. That being said, each of the venues' event schedule forecast for FY 2016-17 and beyond is unique. Portland's hosted a record number of Broadway performances (12.5 weeks) in FY 2015-16 however has even more (13.5 weeks) currently booked for FY 2016-17. OCC on the other hand may experience the effects of a reduced national convention schedule due to the current upswing in Portland's hotel market. The Portland hotel market began heating up a few years ago which facilitated a disincentive to hoteliers to provide large room blocks for national convention business. While hotel market demand has grown significantly in the last three years, supply has not increased since 2009. Looking to the near future, there are several downtown hotel projects slated to open in the next 36 months, which should greatly increase the market's capacity and opportunity for booking national conventions. Several large repeat clients at OCC and Expo schedule events every two years instead of each year. We have already seen the off year effect of this scheduling pattern at both venues in July. Finally, it is unknown how long the strong consumer confidence and spending which fueled our growth over the past two years can sustain itself. We hope the consumer spending trends we have seen recently will continue throughout the year and at each Broadway show and convention, however we may experience fluctuations in consumer spending influenced by national political and economic events throughout the year. The venues may have yet another great year or we may experience some cooling when compared to our most recent years.

MERC Venues Events & Attendance

Total MERC venues December events and attendance are respectively at 7% below and 9% above the three-year historical average.

	2015		2016		Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Total MERC Venues						
1 st Quarter	293	329,836	284	342,829	(9), (3%)	12,993, 4%
October	181	157,188	166	170,280	(4), (2%)	23,468, 15%
November	154	141,091	141	163,917	(13), (8%)	22,826, 16%
December	127	199,255	136	179,214	9, 7%	(20,041), (10%)
2 nd Quarter	462	497,534	443	513,411	(19), (4%)	15,877, 3%
Year to Date	670	752,693	626	781,104	(44), (7%)	28,411, 4%

MERC Venues Revenues & Expense

Total MERC event revenues (charges for services and food & beverage) in December closed 6% below December 2015. Total venue expenses for December closed 1% above the prior year.

Food & Beverage

The total MERC venues food and beverage margin for December is 3.2% and 19.6% YTD, 2.3% below the three-year historical YTD average.

Net Operations

Total MERC YTD net operations are \$1.52 million less than the prior year most attributable to food and beverage operations performing significantly above average in FY 2015-16. However net operations are \$935,000 greater than the three-year historical YTD average.

Historical Actual Comparison FY 2014-2016 to FY 2016-17

Fiscal Year:	2014	2015	2016	2017	3-yr Hist.	% Diff	% Diff
Revenues	YTD	YTD	YTD	YTD	Average	Average	2016
Food and Beverage	6,891,971	7,857,496	10,319,890	8,488,316	8,356,452	1.6%	-17.7%
Charges for Services	8,620,063	10,463,474	12,909,247	12,860,734	10,664,261	20.6%	-0.4%
Lodging Tax	4,946,295	5,816,432	7,045,524	7,521,522	5,936,084	26.7%	6.8%
Other	515,085	274,191	145,161	322,578	311,479	3.6%	122.2%
Total Revenues	20,973,414	24,411,593	30,419,822	29,193,149	25,268,277	15.5%	-4.0%
Expenses							
Food and Beverage	5,971,187	6,107,782	7,491,097	6,821,490	6,523,355	4.6%	-8.9%
Personnel Services	8,168,190	8,615,020	9,389,645	9,653,423	8,724,285	10.7%	2.8%
Materials and Services	5,147,300	5,866,074	6,884,031	7,597,499	5,965,802	27.4%	10.4%
Other Operating Expense	2,794,552	3,158,033	3,192,835	3,179,635	3,048,473	4.3%	-0.4%
Total Operating Expense	22,081,229	23,746,909	26,957,608	27,252,047	24,261,915	12.3%	1.1%
Net Operations	(1,107,815)	664,684	3,462,214	1,941,102	1,006,361	92.9%	-43.9%
Food & Beverage Margins	13.4%	22.3%	27.4%	19.6%	21.9%	-2.3%	-7.8%

Oregon Convention Center

OCC set new gross revenue records in September, October, and November! December revenues closed just shy (-6%, -\$163,000) of OCC's record December 2015. December closed 27% above the three-year historical monthly and 12% above December budget projections. OCC hosted 14 (30%) fewer events and 9,177 (18%) fewer attendees in December compared to the prior record setting year. December events and attendance are respectively 29% and 8% less than the three-year historical monthly average. December expenses closed less than 1% below the prior year, 7% above the three-year historical average, and 9% below December budget projections. OCC's YTD food and beverage margin is 18.0%, 11% below the prior YTD margin.

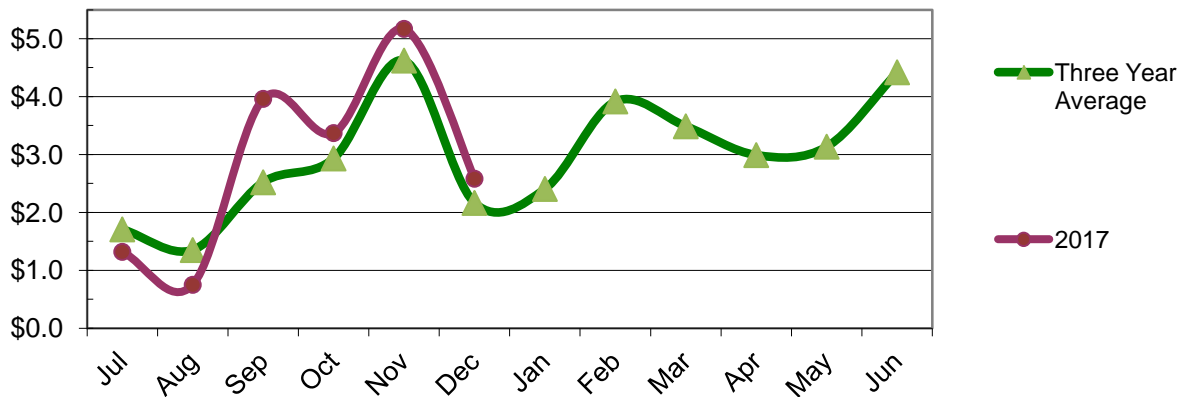
Highest Grossing Events

Event*	Gross Event Revenue	% of December Event Revenue
Festival of Trees	\$210,363	21%
Marquis and Consonus – Holiday Party	173,931	17%
The American Cheer & Dance Championships	88,566	9%
Oregon Business Plan Leadership Summit	82,140	8%
All other Events	444,276	44%
Total	\$999,276	100%

*Note: revenue reported in the table above reflects event receipts in the reporting month only and not total gross event revenue or total gross monthly revenue.

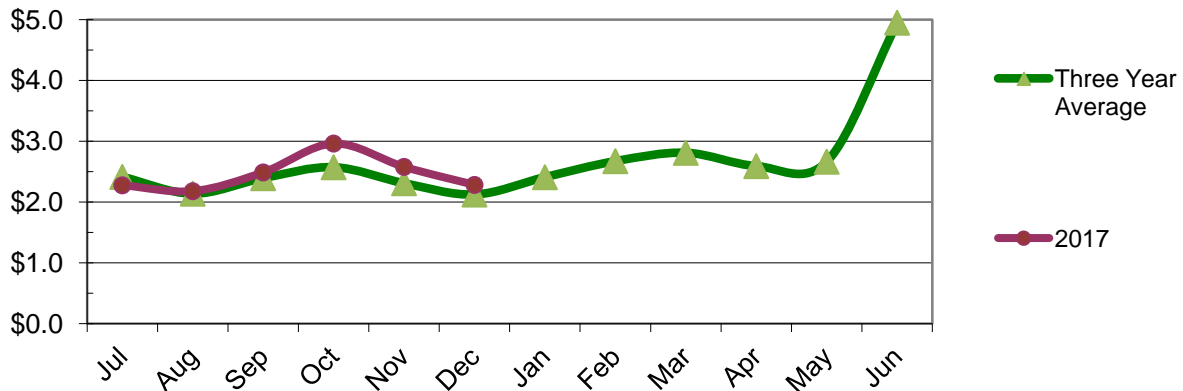
OCC Program Revenues by Month

Shown in Millions



OCC Program Expense by Month

Shown in Millions



Portland's Centers for the Arts

Portland's set new gross revenue records in September, October, and November! Portland's December revenues closed just shy (-4%, -\$63,800) of its record setting December in 2015. Portland's December closed 29% (\$370,000) above the three-year historical monthly average and 22% above December budget projections. Portland's hosted 23 (30%) more performances however, 8,098 (-7%) fewer attendees compared to the prior year. December performances and attendance are 15% and 5% above the three-year historical monthly average respectively. December expenses closed 16% above the prior year, 46% above the three-year historical average and 7% below December budget projections. Portland's YTD food and beverage margin is 30.5%, 2% above the prior YTD margin.

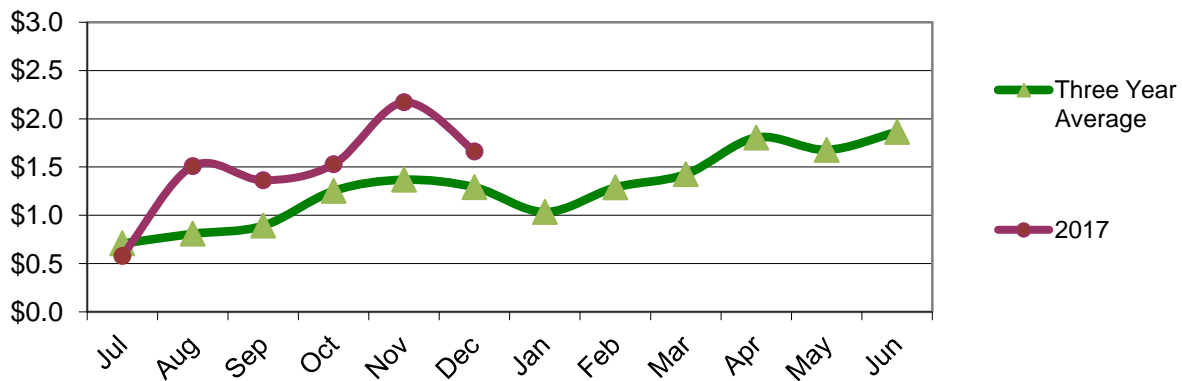
Highest Grossing Events

Event*	Gross Event Revenue	% of December Event Revenue
The Nutcracker	\$307,402	31%
Beauty and the Beast	124,874	12%
Cirque Dreams Holidaze	108,307	11%
Portland's Singing Christmas Tree	66,817	7%
All other Events	804,416	80%
Total	\$1,411,815	100%

*Note: revenue reported in the table above reflects event receipts in the reporting month only and not total gross event revenue or total gross monthly revenue.

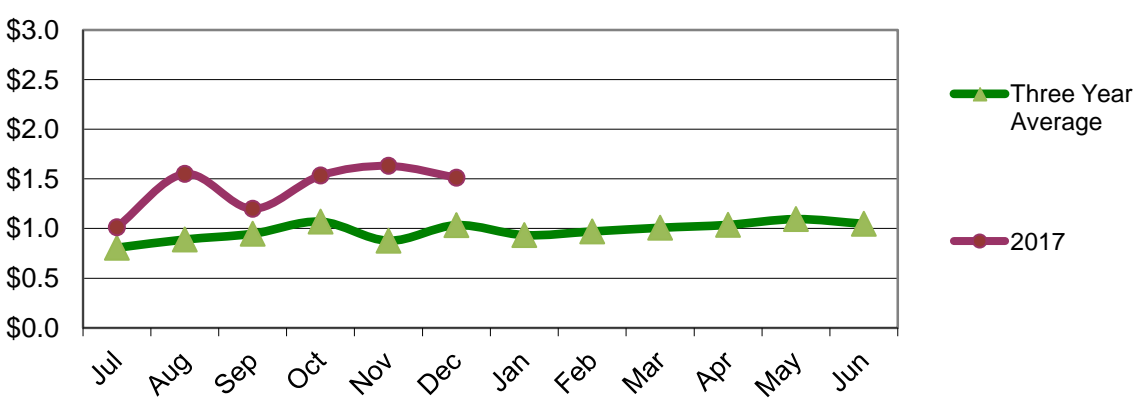
P5CA Program Revenue by Month

Shown in Millions



P5CA Program Expense by Month

Shown in Millions



Portland Expo Center

Expo set new gross revenue records in August and September! Expo's December revenues closed 1% (\$2,400) below the prior December, 5% (\$16,600) below the three-year historical average, and 19% below December budget projections. Expo hosted the same number of events however, 2,766 (-8%) fewer attendees in December than the prior year. Events and attendance performed 17% and 7%, respectively, below the three-year historical monthly average. Expo's December expenses closed 7% below the prior year, 4% above the three-year historical monthly average, and 4% below December budget projections. Expo's YTD food & beverage margin is 11%, 5% above the prior YTD margin.

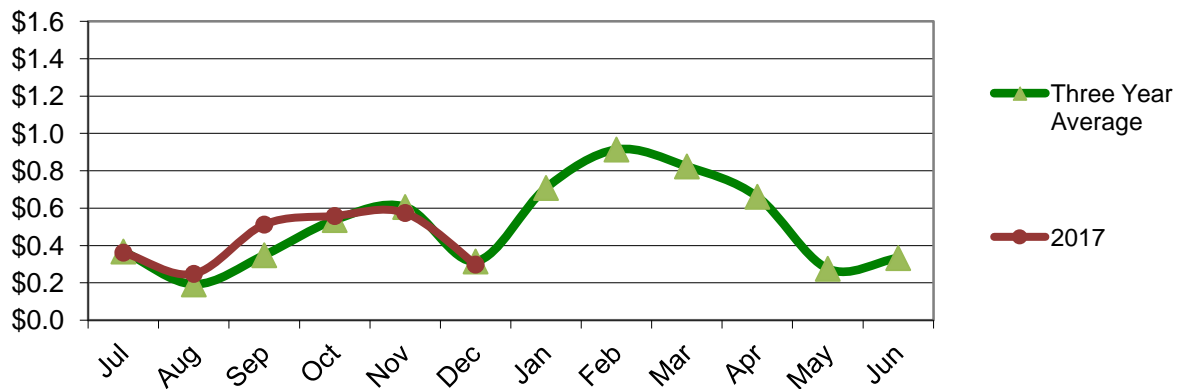
Highest Grossing Events

Event*	Gross Event Revenue	% of December Event Revenue
America's Largest Christmas Bazaar	\$161,477	16%
Collector's West Gun and Knife Show	33,381	3%
All things Cheer	21,150	2%
Portland Metro RV Dealers	30,021	6%
All other Events	11,380	1%
Total	\$255,550	100%

*Note: revenue reported in the table above reflects event receipts in the reporting month only and not total gross event revenue or total gross monthly revenue.

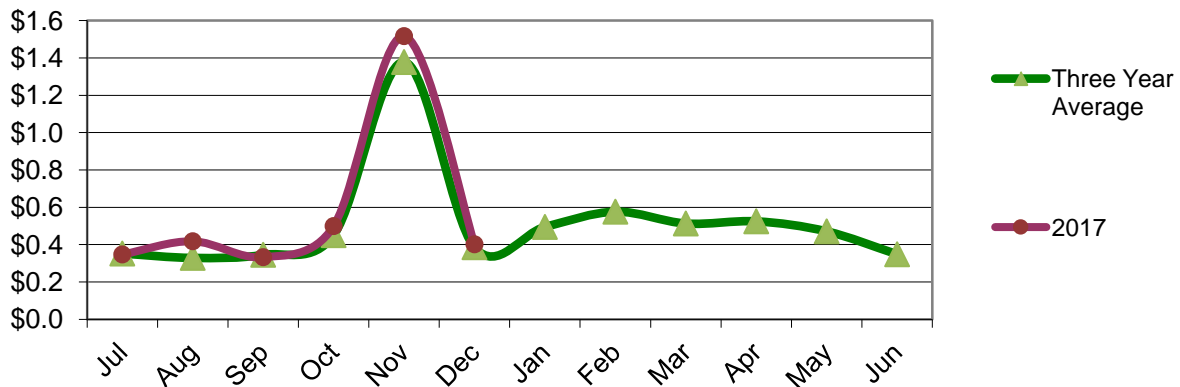
Expo Program Revenue by Month

Shown in Millions



Expo Program Expense by Month

Shown in Millions



MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Departments

December 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actual	Prior Year to Date Actual	Current Year Budget	% of Prior Year	% of Annual Budget
Operations							
Charges for Services	1,820,182	1,886,053	12,860,734	12,909,247	25,283,884	99.62%	50.87%
Contributions from Governments	-	-	-	-	871,029	0.00%	0.00%
Contributions from Private Sources	-	-	-	-	13,000	0.00%	0.00%
Enhanced Marketing VDF	-	-	-	-	486,118	0.00%	0.00%
Food and Beverage Revenue	1,057,223	1,174,918	8,488,316	10,319,890	17,248,329	82.25%	49.21%
Grants	5,925	-	8,055	-	55,000	0.00%	14.65%
Interest Earnings	39,735	25,532	101,453	102,715	171,000	98.77%	59.33%
Lodging Tax	1,694,772	1,777,642	7,521,522	7,045,524	11,964,317	106.76%	62.87%
Miscellaneous Revenue	14,744	10,533	73,071	42,446	103,440	172.15%	70.64%
Transfers-R	23,333	-	139,998	-	280,000	0.00%	50.00%
Visitor Development Fund Alloc	-	-	-	-	6,468,315	0.00%	0.00%
Total Revenues	4,655,913	4,874,679	29,193,149	30,419,822	62,944,432	95.97%	46.38%
Capital Outlay	-	-	-	-	-	0.00%	0.00%
Food & Beverage Services	1,023,530	969,691	6,821,490	7,491,097	13,985,429	91.06%	48.78%
Materials and Services	1,305,615	1,219,019	7,597,499	6,884,031	17,300,339	110.36%	43.92%
Personnel Services	1,591,893	1,586,824	9,653,423	9,389,645	20,310,932	102.81%	47.53%
Transfers-E	338,918	328,045	3,179,635	3,192,835	9,797,330	99.59%	32.45%
Visitor Development Marketing	-	-	-	-	486,118	0.00%	0.00%
Total Expenditures	4,259,956	4,103,579	27,252,047	26,957,608	61,880,148	101.09%	44.04%
Net Operations	395,957	771,100	1,941,102	3,462,214	1,064,284		
Capital							
Contributions from Private Sources	318,750	193,750	318,750	193,750	637,501	164.52%	50.00%
Grants	-	-	18,464	-	-	0.00%	0.00%
Miscellaneous Revenue	-	-	4,317	-	-	0.00%	0.00%
Transfers-R	26,667	-	160,002	-	320,000	0.00%	50.00%
Total Revenues	345,417	193,750	501,533	193,750	957,501	258.86%	52.38%
Capital Outlay	138,094	132,952	1,879,423	1,024,367	14,418,744	183.47%	13.03%
Materials and Services	-	-	222	18,571	46,000	1.20%	0.48%
Total Expenditures	138,094	132,952	1,879,645	1,042,938	14,464,744	180.23%	12.99%
Net Capital	207,323	60,798	(1,378,112)	(849,188)	(13,507,243)		
12 Month Fund Balance Increase	603,280	831,898	562,990	2,613,026	(12,442,959)		

MERC Statement of Activity with Annual Budget
Metropolitan Exposition-Recreation Commission
Convention Center Operating Fund
December 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Charges for Services	514,812	518,839	4,872,356	5,617,281	10,764,464	86.7%	45.3%
Enhanced Marketing VDF	-	-	-	-	486,118	0.0%	0.0%
Food and Beverage Revenue	601,132	701,958	5,927,369	7,905,546	12,000,000	75.0%	49.4%
Grants	5,925	-	8,055	-	-	0.0%	0.0%
Interest Earnings	14,428	9,697	33,724	35,277	75,000	95.6%	45.0%
Lodging Tax	1,507,260	1,570,861	6,689,328	6,225,963	10,593,288	107.4%	63.1%
Miscellaneous Revenue	6,268	2,577	29,690	12,527	17,000	237.0%	174.6%
Transfers-R	(67,396)	(58,987)	(404,375)	(353,921)	(808,751)	114.3%	50.0%
Visitor Development Fund Alloc	-	-	-	-	5,771,546	0.0%	0.0%
Total Revenues	2,582,429	2,744,945	17,156,147	19,442,673	38,898,665	88.2%	44.1%
Food & Beverage Services	675,601	621,378	4,857,500	5,628,972	9,762,922	86.3%	49.8%
Materials and Services	625,944	660,960	3,722,492	3,810,985	10,167,186	97.7%	36.6%
Personnel Services	779,145	818,010	4,934,246	4,959,233	10,892,021	99.5%	45.3%
Transfers-E	199,731	191,339	1,240,370	1,298,546	6,790,481	95.5%	18.3%
Visitor Development Marketing	-	-	-	-	486,118	0.0%	0.0%
Total Expenditures	2,280,422	2,291,687	14,754,608	15,697,735	38,098,728	94.0%	38.7%
Net Operations	302,007	453,258	2,401,539	3,744,938	799,937		
Capital							
Contributions from Private Sources	199,219	121,094	199,219	121,094	398,438	164.5%	50.0%
Grants	-	-	7,500	-	-	0.0%	0.0%
Miscellaneous Revenue	-	-	4,317	-	-	0.0%	0.0%
Transfers-R	26,667	(540,000)	160,002	(540,000)	1,695,000	-29.6%	9.4%
Total Revenues	225,886	(418,906)	371,038	(418,906)	2,093,438	-88.6%	17.7%
Capital Outlay	69,213	14,026	677,295	267,239	6,913,959	253.4%	9.8%
Materials and Services	-	-	222	18,571	-	1.2%	0.0%
Total Expenditures	69,213	14,026	677,517	285,810	6,913,959	237.1%	9.8%
Net Capital	156,673	(432,932)	(306,479)	(704,717)	(4,820,521)		
12 Month Fund Balance Increase	458,680	20,326	2,095,060	3,040,222	(4,020,584)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts Fund

December 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Charges for Services	1,109,010	1,149,786	6,321,213	5,573,524	10,351,965	113.4%	61.1%
Contributions from Governments	-	-	-	-	871,029	0.0%	0.0%
Contributions from Private Sources	-	-	-	-	13,000	0.0%	0.0%
Food and Beverage Revenue	383,194	388,219	1,815,761	1,690,481	3,252,119	107.4%	55.8%
Grants	-	-	-	-	55,000	0.0%	0.0%
Interest Earnings	13,342	10,027	35,235	47,161	60,000	74.7%	58.7%
Lodging Tax	187,512	206,782	832,193	819,560	1,371,029	101.5%	60.7%
Miscellaneous Revenue	4,600	5,483	29,294	19,355	61,590	151.4%	47.6%
Transfers-R	(36,852)	(35,701)	(221,113)	(214,206)	(442,226)	103.2%	50.0%
Visitor Development Fund Alloc	-	-	-	-	696,769	0.0%	0.0%
Total Revenues	1,660,806	1,724,595	8,812,584	7,935,876	16,290,275	111.0%	54.1%
Food & Beverage Services							
Food & Beverage Services	238,105	251,301	1,261,281	1,217,772	2,520,826	103.6%	50.0%
Materials and Services	541,048	377,984	3,058,206	2,338,585	5,126,153	130.8%	59.7%
Personnel Services	634,921	574,438	3,512,363	3,133,632	6,786,405	112.1%	51.8%
Transfers-E	96,587	97,369	603,742	618,932	1,256,191	97.5%	48.1%
Total Expenditures	1,510,661	1,301,093	8,435,592	7,308,921	15,689,575	115.4%	53.8%
Net Operations							
Net Operations	150,146	423,502	376,993	626,955	600,700		
Capital							
Contributions from Private Sources	71,719	43,594	71,719	43,594	95,625	164.5%	75.0%
Grants	-	-	9,964	-	-	0.0%	0.0%
Total Revenues	71,719	43,594	81,683	43,594	95,625	187.4%	85.4%
Capital Outlay							
Capital Outlay	31,430	118,926	924,088	566,008	5,229,405	163.3%	17.7%
Total Expenditures	31,430	118,926	924,088	566,008	5,229,405	163.3%	17.7%
Net Capital							
Net Capital	40,289	(75,332)	(842,405)	(522,414)	(5,133,780)		
12 Month Fund Balance Increase							
12 Month Fund Balance Increase	190,435	348,170	(465,413)	104,541	(4,533,080)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Expo Fund

December 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Charges for Services	196,360	217,428	1,667,166	1,718,443	4,167,455	97.0%	40.0%
Food and Beverage Revenue	72,896	84,741	745,185	723,863	1,996,210	102.9%	37.3%
Interest Earnings	2,061	1,751	4,137	6,994	18,000	59.2%	23.0%
Miscellaneous Revenue	3,876	2,474	14,087	10,564	24,850	133.4%	56.7%
Transfers-R	23,333	(10,278)	139,998	(61,668)	280,000	-227.0%	50.0%
Total Revenues	298,526	296,116	2,570,573	2,398,195	6,486,515	107.2%	39.6%
Food & Beverage Services							
Food & Beverage Services	109,824	97,011	702,709	644,353	1,701,681	109.1%	41.3%
Materials and Services	114,186	158,698	624,111	538,043	1,468,915	116.0%	42.5%
Personnel Services	135,245	130,429	859,265	860,912	1,765,261	99.8%	48.7%
Transfers-E	42,425	39,337	1,329,473	1,275,357	1,734,308	104.2%	76.7%
Total Expenditures	401,680	425,475	3,515,558	3,318,665	6,670,165	105.9%	52.7%
Net Operations	(103,154)	(129,360)	(944,985)	(920,470)	(183,650)		
Capital							
Contributions from Private Sources	47,813	29,063	47,813	29,063	143,438	164.5%	33.3%
Grants	-	-	1,000	-	-	0.0%	0.0%
Transfers-R	-	(280,000)	-	(280,000)	1,016,740	0.0%	0.0%
Total Revenues	47,813	(250,938)	48,813	(250,938)	1,160,178	-19.5%	4.2%
Capital Outlay	37,452	-	278,040	191,120	2,025,380	145.5%	13.7%
Materials and Services	-	-	-	-	46,000	0.0%	0.0%
Total Expenditures	37,452	-	278,040	191,120	2,071,380	145.5%	13.4%
Net Capital	10,361	(250,938)	(229,228)	(442,058)	(911,202)		
12 Month Fund Balance Increase	(92,793)	(380,297)	(1,174,212)	(1,362,527)	(1,094,852)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Admin Sub Fund

December 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Interest Earnings	9,904	4,057	28,357	13,283	18,000	213.5%	157.5%
Transfers-R	104,248	104,966	625,488	629,795	1,250,977	99.3%	50.0%
Total Revenues	114,152	109,023	653,845	643,078	1,268,977	101.7%	51.5%
Capital Outlay	-	-	-	-	-	0.0%	0.0%
Materials and Services	24,436	21,377	192,691	196,420	538,085	98.1%	35.8%
Personnel Services	42,582	63,946	347,549	435,867	867,245	79.7%	40.1%
Transfers-E	175	-	6,050	-	16,350	0.0%	37.0%
Total Expenditures	67,193	85,324	546,290	632,287	1,421,680	86.4%	38.4%
Net Operations	46,959	23,699	107,556	10,791	(152,703)		
Capital							
Transfers-R	-	820,000	-	820,000	(2,391,740)	0.0%	0.0%
Total Revenues	-	820,000	-	820,000	(2,391,740)	0.0%	0.0%
Capital Outlay	-	-	-	-	250,000	0.0%	0.0%
Total Expenditures	-	-	-	-	250,000	0.0%	0.0%
Net Capital	-	820,000	-	820,000	(2,641,740)		
12 Month Fund Balance Increase	46,959	843,699	107,556	830,791	(2,794,443)		

**MERC Visitor Venues
Events-Performances-Attendance
FY 2016-17**

OCC	December 2013		December 2014		December 2015		December 2016		Net Change from Prior Year		December 2015	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	4	3,275	3	2,109	5	9,124	6	6,352	1	(2,772)	292,522	29%
Consumer Public Shows	3	24,766	6	32,819	4	31,373	4	27,978	-	(3,395)	321,512	32%
Miscellaneous									-	-		0%
Miscellaneous -In-House	11	303	14	349	21	514	7	458	(14)	(56)	21,803	2%
Meetings	9	3,016	14	5,193	6	3,090	9	2,078	3	(1,012)	24,555	2%
Catering	13	6,464	12	5,241	10	6,119	6	4,177	(4)	(1,942)	338,885	34%
Totals	40	37,824	49	45,711	46	50,220	32	41,043	(14)	(9,177)	999,277	100%

Expo Center	December 2013		December 2014		December 2015		December 2016		Net Change from Prior Year		December 2015	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	2	33,224	2	34,144	2	34,953	3	32,888	1	(2,065)	228,701	89%
<i>Cirque Du Soleil</i>	-	-	-	-	-	-	-	-	-	-		0%
Miscellaneous	2	2,149	4	2,000	1	1,238	1	596	-	(642)	24,343	10%
Meetings	2	46	1	24	2	85	1	26	(1)	(59)	642	0%
Catering	-	-	-	-	-	-	-	-	-	-		0%
Tradeshows/Conventions	-	-	-	-	-	-	-	-	-	-	1,864	1%
Totals	6	35,419	7	36,168	5	36,276	5	33,510	-	(2,766)	255,550	100%
Totals w/Cirque du Soleil	6	35,419	7	36,168	5	36,276	5	33,510	-	(2,766)	255,550	100%

Portland '5	December 2013		December 2014		December 2015		December 2016		Net Change from Prior Year		December 2015	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	18	13,964	3	3,672	10	13,981	31	17,113	21	3,132	455,636	32%
Broadway	-	-	-	-	8	18,255	3	6,662	(5)	(11,593)	190,459	13%
Resident Company	30	59,484	31	66,356	32	68,303	32	64,268	-	(4,035)	18,036	1%
Non-Profit	48	28,484	50	13,613	24	11,890	30	13,794	6	1,904	654,209	46%
Promoted/Co-Promoted	1	102	1	98	2	330	3	2,824	1	2,494	93,349	7%
Student	-	-	-	-	-	-	-	-	-	-		0%
Miscellaneous	-	-	-	-	-	-	-	-	-	-		0%
Totals	97	102,034	85	83,739	76	112,759	99	104,661	23	(8,098)	1,411,689	100%

MERC Visitor Venues
Events-Performances-Attendance
FY 2016-17

	2nd quarter 13-14		2nd quarter 14-15		2nd quarter 15-16		2nd quarter 16-17		Net Change from Prior Year	
OCC	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
Tradeshows/Conventions	15	16,432	23	36,297	22	42,863	23	36,785	1	(6,078)
Consumer Public Shows	16	78,623	16	60,658	16	68,576	16	71,567	-	2,991
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Miscellaneous -In-House	33	571	35	778	50	1,470	28	1,433	(22)	(37)
Meetings	47	15,753	52	19,105	46	15,366	51	16,131	5	765
Catering	31	18,806	31	15,315	28	15,403	24	14,255	(4)	(1,148)
Totals	142	130,185	157	132,153	162	143,678	142	140,171	(20)	(3,507)

	2nd quarter 13-14		2nd quarter 14-15		2nd quarter 15-16		2nd quarter 16-17		Net Change from Prior Year	
Expo Center	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
Consumer Public Shows	13	97,558	13	93,378	13	85,175	15	85,522	2	347
<i>Cirque Du Soleil</i>	-	-	-	-	-	-	-	-	-	-
Miscellaneous	6	7,283	8	2,210	9	4,161	3	1,084	(6)	(3,077)
Meetings	3	72	2	64	7	282	4	552	(3)	270
Catering	-	-	-	-	-	-	-	-	-	-
Tradeshows/Conventions	3	4,238	4	5,966	4	12,920	1	3,069	(3)	(9,851)
Totals	25	109,151	27	101,618	33	102,538	23	90,227	(10)	(12,311)
Totals w/Cirque du Soleil	25	109,151	27	101,618	33	102,538	23	90,227	(10)	(12,311)

	2nd quarter 13-14		2nd quarter 14-15		2nd quarter 15-16		2nd quarter 16-17		Net Change from Prior Year	
Portland '5	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance
Commercial (Non-Broadway)	42	46,118	26	33,322	23	34,497	66	77,252	43	42,755
Broadway	15	26,434	16	32,816	21	43,172	11	25,638	(10)	(17,534)
Resident Company	75	110,335	81	123,598	77	113,455	85	125,103	8	11,648
Non-Profit	107	53,682	131	32,301	115	45,238	71	31,572	(44)	(13,666)
Promoted/Co-Promoted	4	347	4	326	8	3,195	23	9,499	15	6,304
Student	23	15,144	16	10,880	21	11,530	19	13,549	(2)	2,019
Miscellaneous	2	274	2	282	2	231	3	400	1	169
Totals	268	252,334	276	233,525	267	251,318	278	283,013	11	31,695

MERC Food and Beverage Margins

December 2017

	Current Month Actual	Prior Year Month Actual	Current Year to Date	Prior Year to Date Actual	Annual Budget
Convention Center Operating Fund					
Food and Beverage Revenue	601,132	701,958	5,927,369	7,905,546	12,000,000
Food & Beverage Services	675,601	621,378	4,857,500	5,628,972	9,762,922
Food and Beverage Gross Margin	(74,469)	80,580	1,069,869	2,276,573	2,237,078
Food and Beverage Gross Margin %	-12.39%	11.48%	18.05%	28.80%	18.64%
Portland'5 Centers for the Arts Fund					
Food and Beverage Revenue	383,194	388,219	1,815,761	1,690,481	3,252,119
Food & Beverage Services	238,105	251,301	1,261,281	1,217,772	2,520,826
Food and Beverage Gross Margin	145,089	136,918	554,480	472,710	731,293
Food and Beverage Gross Margin %	37.86%	35.27%	30.54%	27.96%	22.49%
Expo Fund					
Food and Beverage Revenue	72,896	84,741	745,185	723,863	1,996,210
Food & Beverage Services	109,824	97,011	702,709	644,353	1,701,681
Food and Beverage Gross Margin	(36,927)	(12,270)	42,477	79,510	294,529
Food and Beverage Gross Margin %	-50.66%	-14.48%	5.70%	10.98%	14.75%
MERC Fund Total					
Food and Beverage Revenue	1,057,223	1,174,918	8,488,316	10,319,890	17,248,329
Food & Beverage Services	1,023,530	969,691	6,821,490	7,491,097	13,985,429
Food and Beverage Gross Margin	33,693	205,227	1,666,826	2,828,793	3,262,900
Food and Beverage Gross Margin %	3.19%	17.47%	19.64%	27.41%	18.92%

MERC Statement of Fund Balances and Reserves

December 2016

	FY 2017 Through December	FY 2016 Through December	FY 2016 Through June	FY 2017 Annual Budget
<u>Oregon Convention Center</u>				
Beginning Fund Balance	21,770,042	18,574,045	18,574,045	18,513,545
Fund Balance Inc (Dec)	2,095,060	3,040,222	3,195,997	(4,020,584)
Ending Fund Balance	23,865,102	21,614,267	21,770,042	14,492,961
<i>Contingency - Operating</i>				1,500,000
<i>Contingency - New Capital-Business Strategy</i>				1,821,308
<i>Contingency - Renewal & Replacement</i>				11,171,653
Ending Fund Balance				14,492,961
<u>Portland'5 Centers for the Arts</u>				
Beginning Fund Balance	13,178,660	10,622,451	10,622,451	11,348,488
Fund Balance Inc (Dec)	(465,413)	104,541	2,556,209	(4,533,080)
Ending Fund Balance	12,713,247	10,726,992	13,178,660	6,815,408
<i>Contingency - Operating</i>				600,000
<i>Contingency - New Capital-Business Strategy</i>				2,004,255
<i>Contingency - Renewal & Replacement</i>				4,211,153
Ending Fund Balance				6,815,408
<u>Expo</u>				
Beginning Fund Balance	2,843,104	3,167,865	3,167,865	2,798,742
Fund Balance Inc (Dec)	(1,174,212)	(1,362,527)	(324,760)	(1,094,852)
Ending Fund Balance	1,668,892	1,805,338	2,843,105	1,703,890
<i>Contingency - Operating</i>				350,000
<i>Contingency - New Capital-Business Strategy</i>				1,353,890
<i>Contingency - Renewal & Replacement</i>				-
Ending Fund Balance				1,703,890
<u>MERC Administration</u>				
Beginning Fund Balance	14,171,403	8,001,482	8,001,481	8,188,922
Fund Balance Inc (Dec)	107,556	830,791	6,169,921	(2,794,443)
Ending Fund Balance	14,278,959	8,832,273	14,171,402	5,394,479
<i>Contingency - Operating</i>				65,000
<i>Contingency - Renewal & Replacement</i>				1,576,837
<i>Contingency - TLT Pooled Capital</i>				3,752,642
Ending Fund Balance				5,394,479
<u>MERC Fund</u>				
Beginning Fund Balance	51,963,209	40,365,843	40,365,842	40,849,697
Fund Balance Inc (Dec)	562,991	2,613,027	11,597,367	(12,442,959)
Ending Fund Balance	52,526,200	42,978,870	51,963,209	28,406,738

MERC Commission Meeting

February 1, 2017
12:30 pm

7.0 2015-16
Financial Audit



2016 Audit Results

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

METRO EXPOSITION AND RECREATION COMMISSION

FEBRUARY 1, 2017

MOSS-ADAMS LLP

Certified Public Accountants | Business Consultants

Agenda

- Nature of Services Provided
- Auditor Opinions and Reports
- MERC Results
- Observations and Best Practices
- Accounting Update
- Questions and Comments
- Acknowledgements



Nature of Services Provided

1

Audit the MERC's financial statements (included in Metro's CAFR)

2

Assistance with, and technical review of, the CAFR for compliance with GAAP as well as GFOA Certificate of Excellence requirements


3

Compliance testing/reporting under Oregon Minimum Audit Standards

4

Reporting - Overall audit plan, audit results, communicating internal controls findings and noncompliance

Auditor's Report on the Financial Statements



Unmodified
(clean) opinion on
MERC's financial
statements

- Financial statements are presented fairly and in accordance with US GAAP

Other Auditor Reports



GAGAS Report on *Internal Control Over Financial Reporting* and on *Compliance* and *Other Matters*

- No financial reporting findings
- No compliance findings

Report on Compliance and Other Matters based on an audit of financial statements in accordance with **Oregon Minimum Standards**

- No compliance findings

Communication of Internal Control Related Matters

**Material
weaknesses**

```
graph LR; A[Material weaknesses] --> C[Nothing noted that should be communicated to those charged with governance]; B[Significant deficiencies] --> C;
```

**Significant
deficiencies**

**Nothing noted that should
be communicated to those
charged with governance**



Other Matters and Best Practice Observations

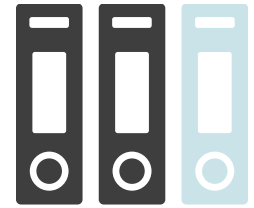
- **Current year**

- Budgetary over-expenditure in risk management fund
- Unrecorded accounts payable
- Physical inventory of capital assets

- **Prior year**

- USI User Permissions – *resolved*
- Unrecorded accounts payable – *not resolved*
- Transfer journal entries – *resolved*
- Capital asset purchases – *resolved*
- Physical inventory of capital assets – *not resolved, but plan identified*

New Standards



- GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*
- **GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions***
- **GASB Statement No. 77, *Tax Abatement Disclosures***
- GASB Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*
- GASB Statement No. 80, *Blending Requirements for Certain Component Units—an amendment of GASB Statement No. 14*
- GASB Statement No. 81, *Irrevocable Split-Interest Agreements*
- GASB Statement No. 82, *Pension Issues—an amendment of GASB Statements No. 67, No. 68, and No. 73*
- *GASB Statement No. 83, Asset Retirement Obligations*

Acknowledgements

Thanks to Tim Collier, Caleb Ford, Karla Lenox, Christine Balcazar and their staff for their excellent facilitation of the audit process, the audit committee for their work supervising the audit process, and Brian Evans for his management of the audit contract.



Comments and Questions?

Jim Lanzarotta

jim.lanzarotta@mossadams.com
(541) 225-6070

Brad Smith

brad.smith@mossadams.com
(541) 225-6020

Ashley Osten

ashley.osten@mossadams.com
(503) 478-2251



MERC Commission Meeting

February 1, 2017
12:30 pm

8.0 Aramark Second
Quarter Review

2nd Quarter Review - 2017

Portland Expo Center
Portland's 5 Centers for the Arts
Oregon Convention Center

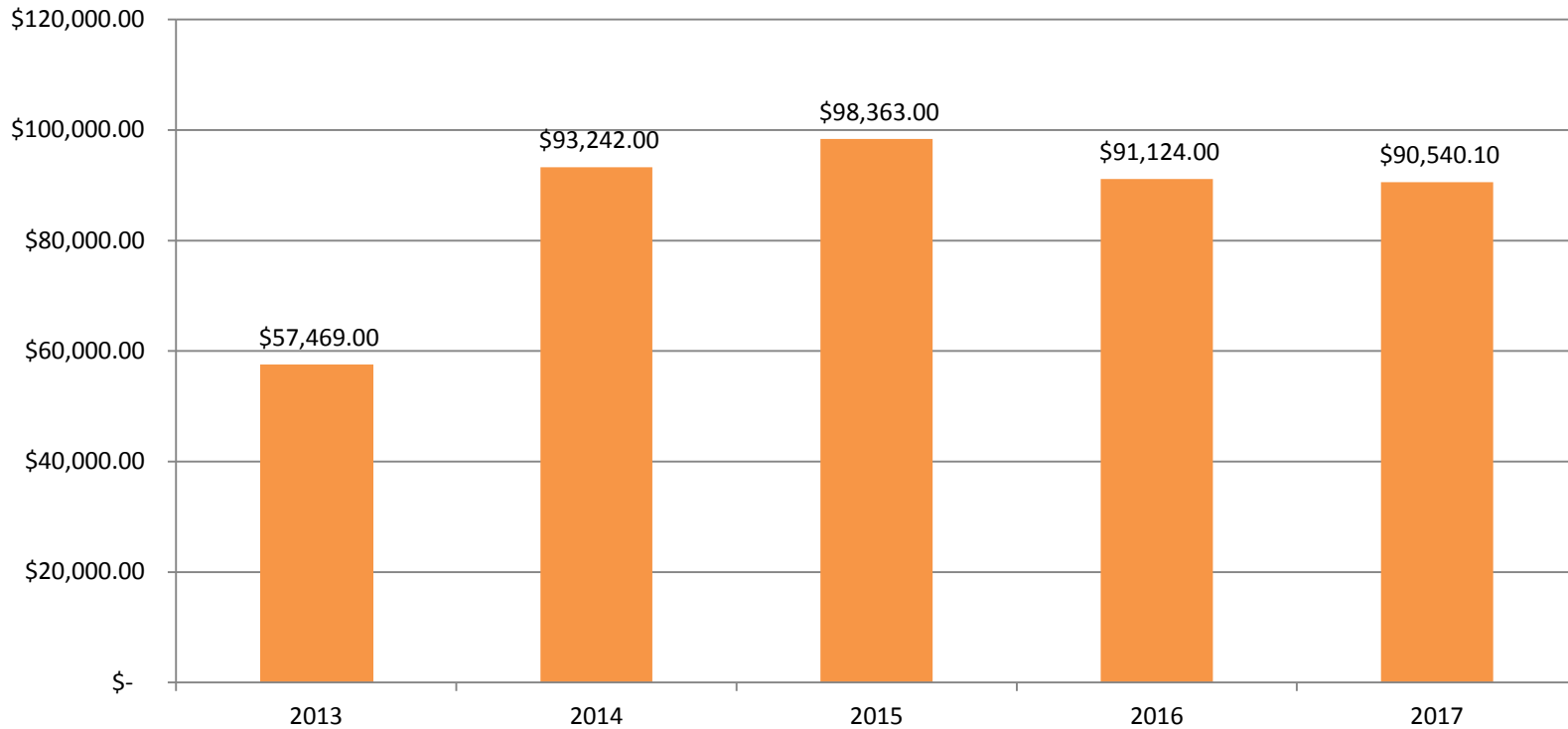
February 1, 2017

Financials | 2nd Quarter Highlights | Hiring | aramark | Purchasing

Portland Expo Center

	2017 – thru 2 nd Quarter		2016 – thru 2 nd Quarter		2017 Budget				
Net Gross Receipts	\$	745,185	\$	723,863	\$	1,996,210			
Cost of Sales	\$	176,305	29.9%	\$	154,950	28.2%	\$	402,145	26.0%
Labor	\$	339,170	45.5%	\$	282,729	39.1%	\$	774,000	38.8%
Margin	\$	42,477	5.7%	\$	79,510	11.0%	\$	294,529	14.8%

West Delta – thru 2nd Quarter 2017



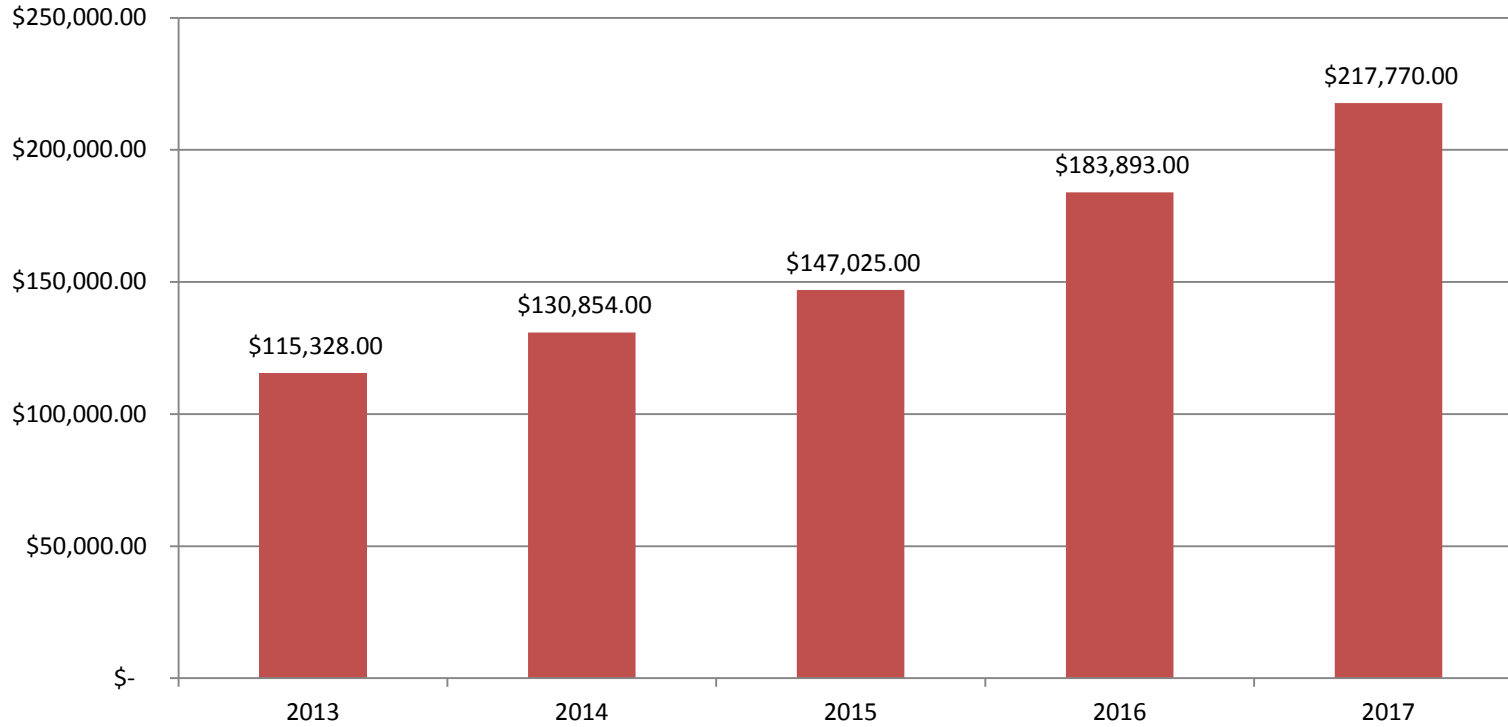
2017 Expo 2nd Quarter Highlights

- Top 5 Events
 - Christmas Bazaar \$119K
*2 Weekends
 - Antique Show \$38K
 - Daimler \$35K
 - RV Show \$26K

Portland'5 Centers for the Arts

	2017 – thru 2 nd Quarter			2016 – thru 2 nd Quarter			2017 Budget		
Net Gross Receipts	\$	1,815,761		\$	1,690,481		\$	3,252,119	
Cost of Sales	\$	304,602	17.4%	\$	308,211	19.2%	\$	651,767	20.6%
Labor	\$	605,644	34.6%	\$	566,912	35.4%	\$	1,277,276	40.4%
Margin	\$	554,480	30.5%	\$	472,710	28.0%	\$	731,293	22.5%

ArtBar Bistro – thru 2nd Quarter 2017



ArtBar
& BISTRO

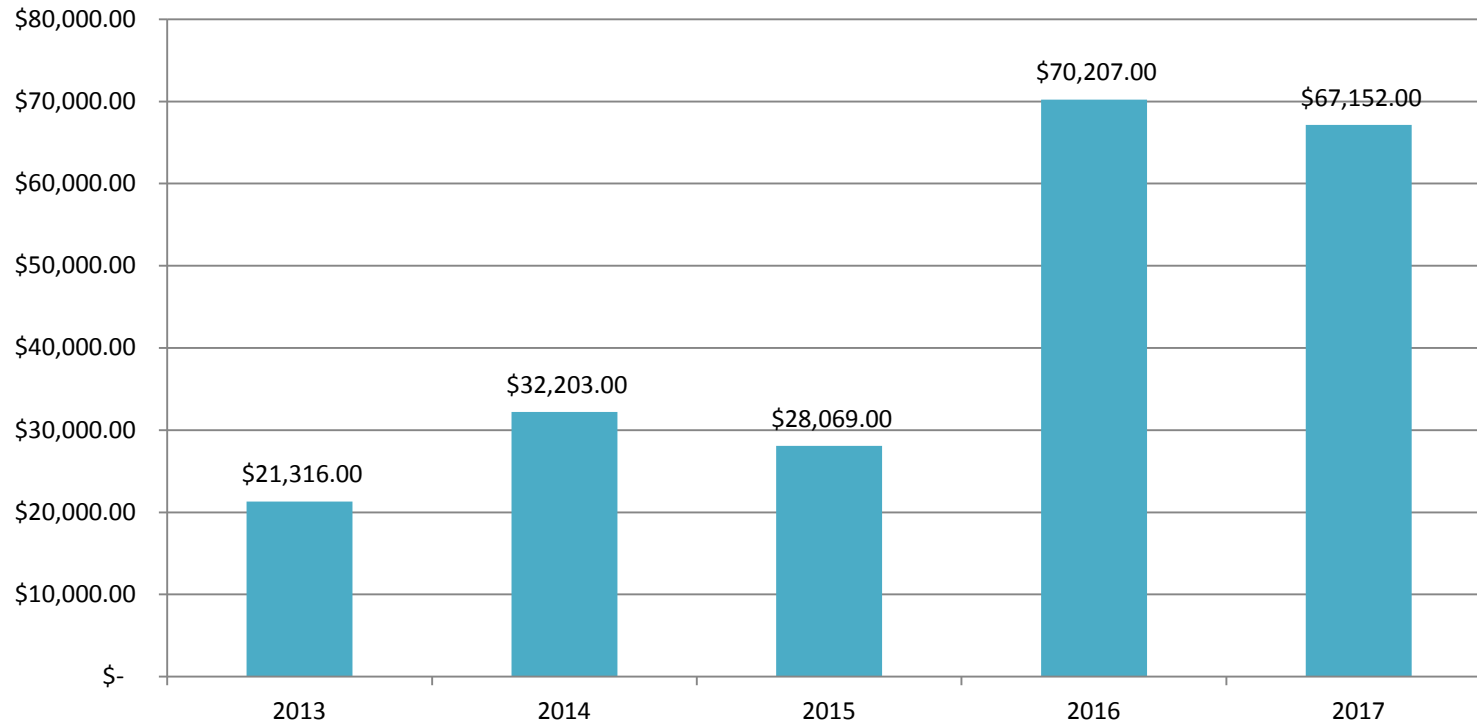
2017 P5 2nd Quarter Highlights

- Top 5 Events
 - Nutcracker \$184K
 - Beautiful \$82K
 - Sturgill Simpson \$38K
 - Singing Tree \$33K

Oregon Convention Center

	2017 – thru 2 nd Quarter		2016 – thru 2 nd Quarter		2017 Budget				
Net Gross Receipts	\$	5,927,369	\$	7,905,546	\$	12,000,000			
Cost of Sales	\$	1,060,412	21.5%	\$	1,312,408	20.0%	\$	2,227,363	22.1%
Labor	\$	2,821,203	57.3%	\$	3,125,744	47.7%	\$	5,492,642	54.4%
Margin	\$	1,069,869	18.1%	\$	2,276,573	28.8%	\$	2,237,078	18.6%

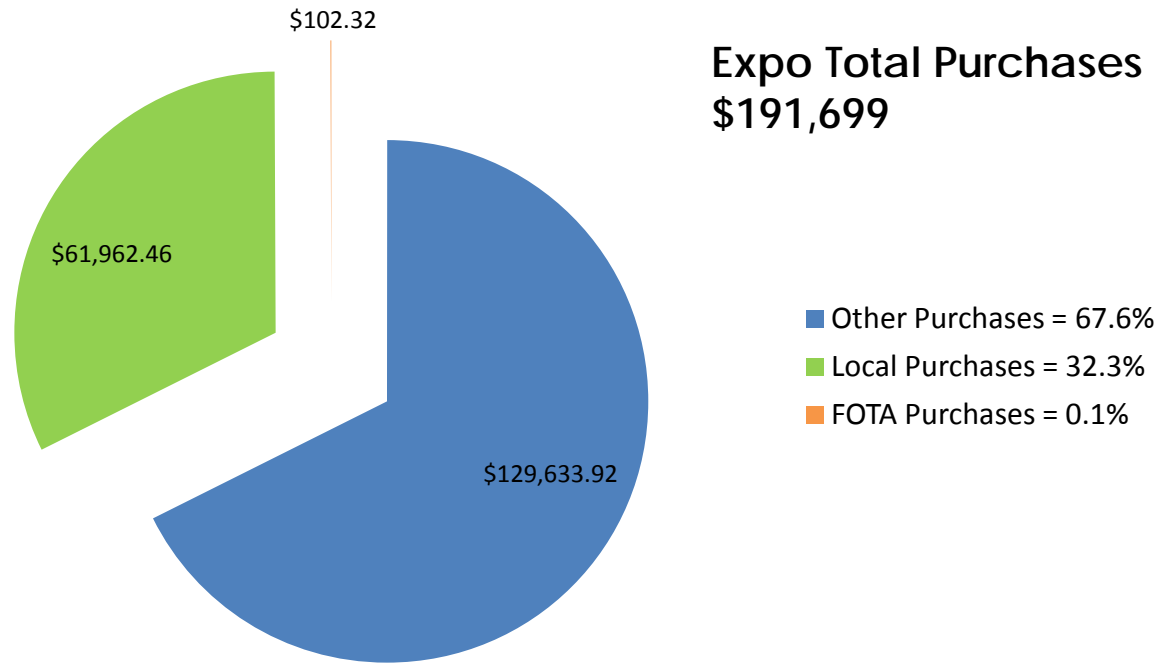
Stir Bistro – thru 2nd Quarter 2017



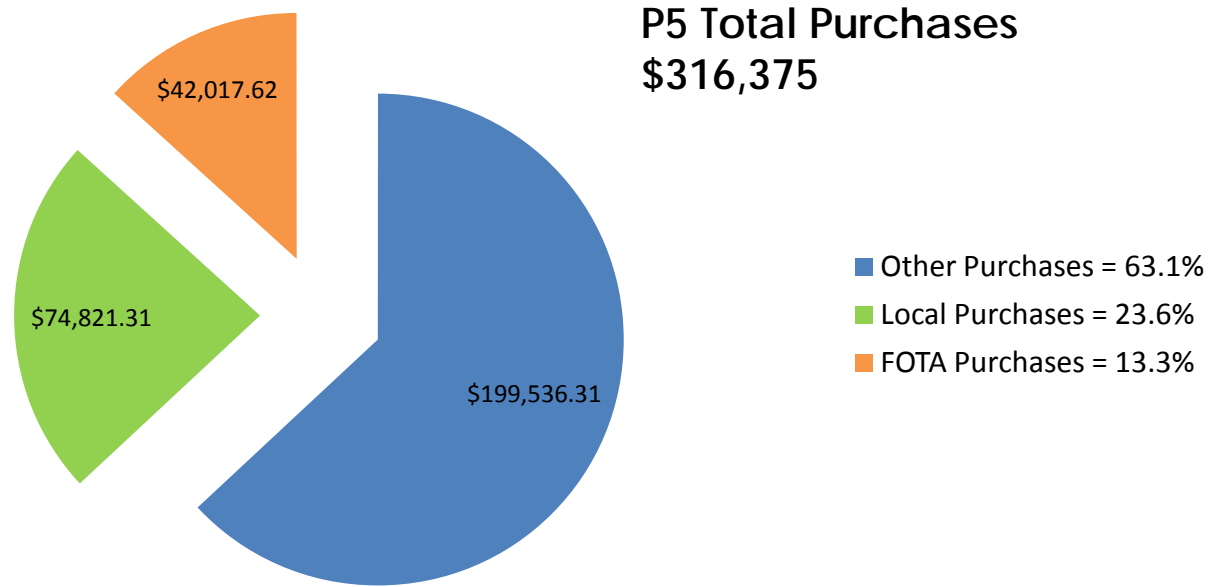
2017 OCC 2nd Quarter Highlights

- Top 5 Events
 - Fluid Dynamics \$331K
 - Viewpoint \$263K
 - Marquis \$141K
 - Festival of Trees \$132K

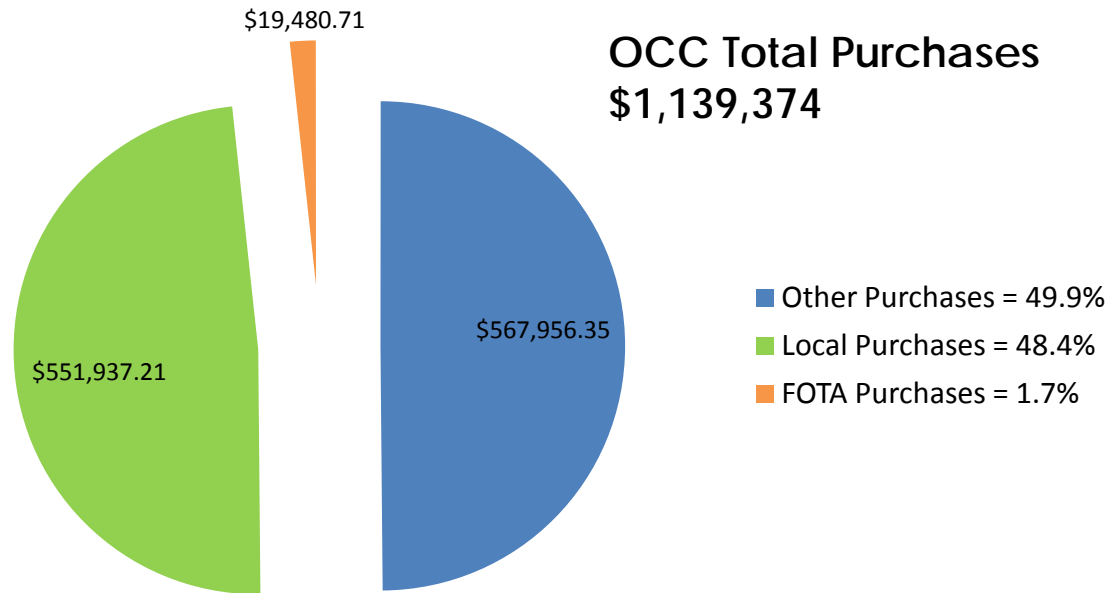
2017 Expo Purchasing – thru 2nd Quarter



2017 P5 Purchasing – thru 2nd Quarter



2017 OCC Purchasing – thru 2nd Quarter



Community Employment Partners

FOTA

- Giacometti Partners LTD
- Urban League Portland
- PCC Worksource NE Campus
- Dress For Success

Portland Metro

- New City Initiatives
- New Avenues for Youth
- Central City Concern
- Transition Projects
- Goodwill Industries
- Catholic Charities
- US Department of Veteran Affairs
- Pivot/JobCorps
- IRCO Immigrant and Refugee Community Organization
- Trellis Inc
- SE Worksource
- Dirkse
- SCARS
- Community Visions Inc.
- Human Solutions
- Cascadia
- Roosevelt & Franklin High School "I Am Academy"
- Albertina Kerr
- UCP, Timothy Holt

Community Outreach

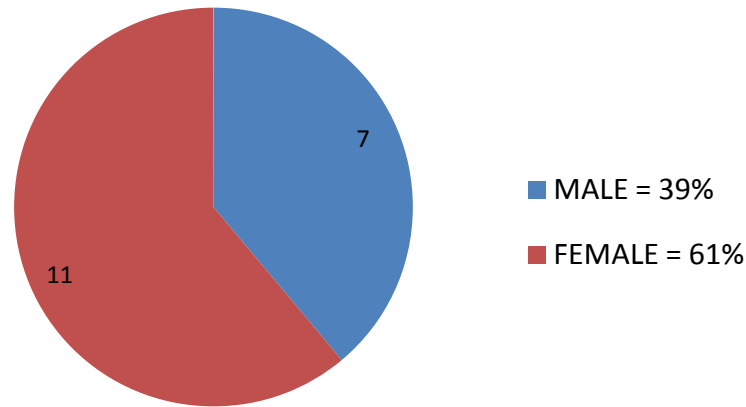
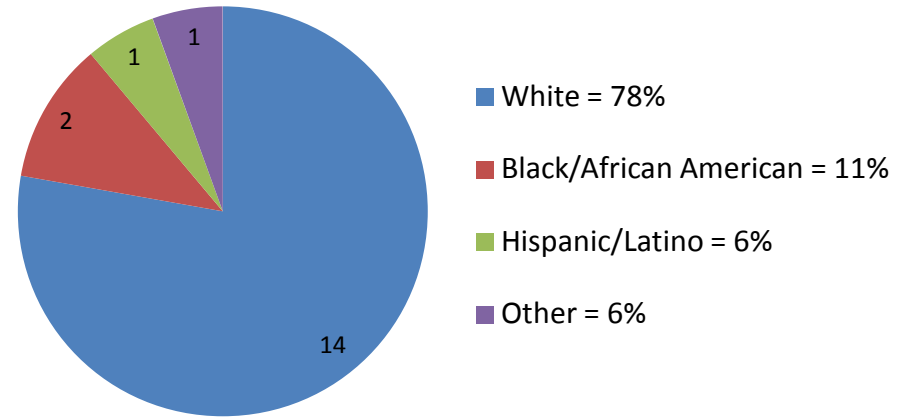
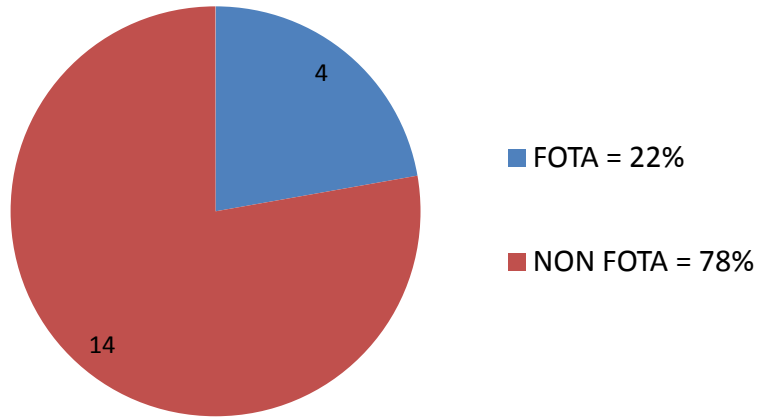
10/1 – PCC Worksource Employer Marketplace

10/13 – Goodwill Industries Job Fair

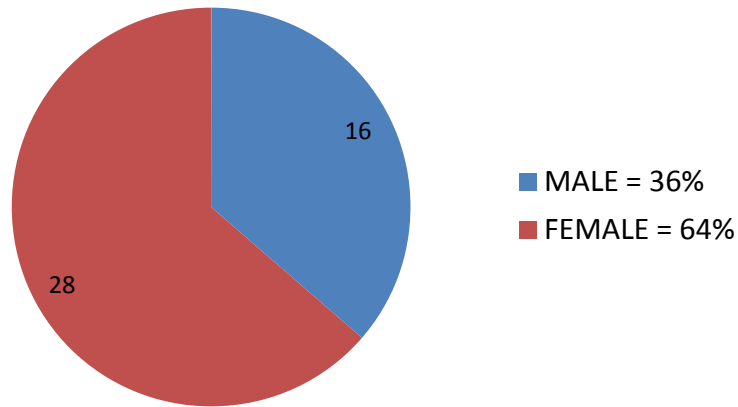
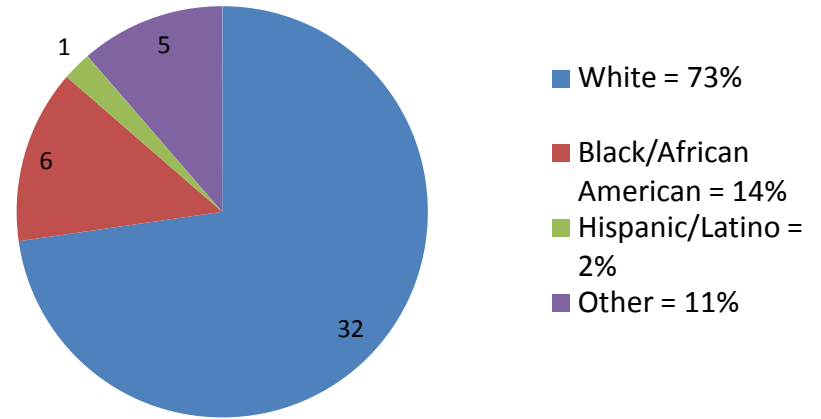
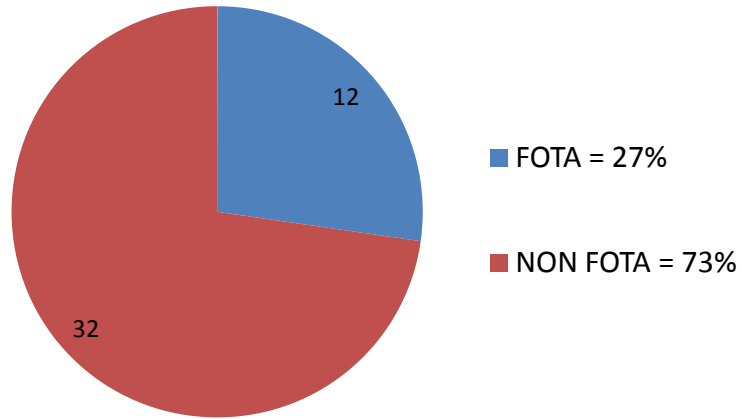
11/29 – Roosevelt High School “I am Academy”
Presentation

11/30 – Franklin High School “I am Academy”
Presentation

18 PT Employees Hired – 2nd Quarter

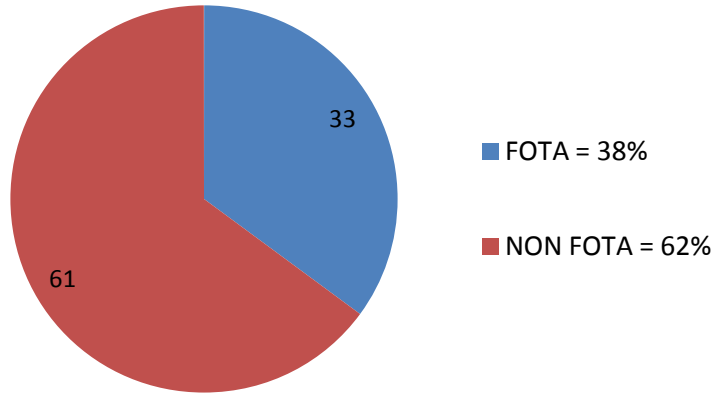


2017 YTD FOTA & Diversity

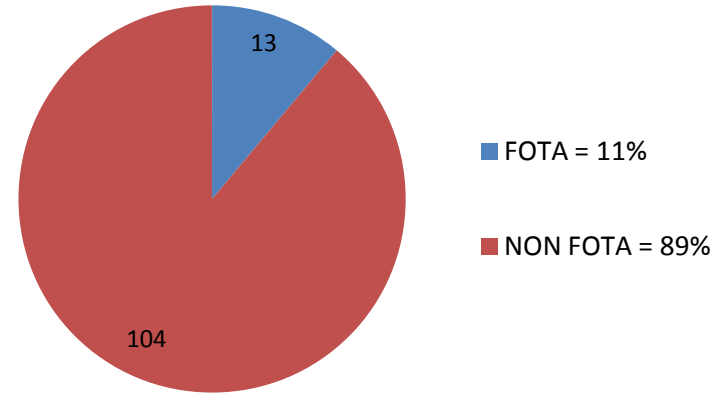


2017 FOTA GOAL = 45%

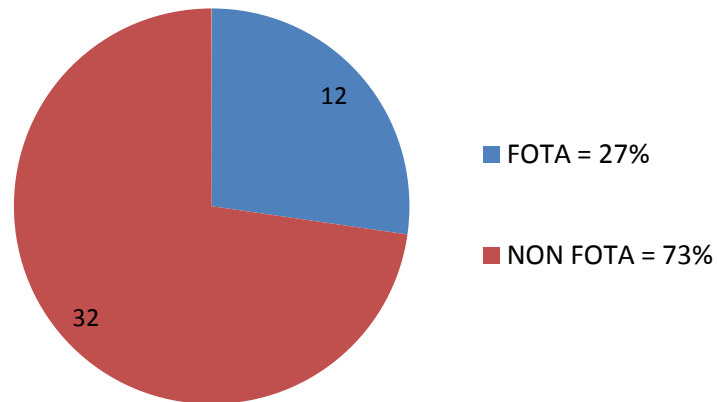
2015



2016



2017



aramark

Promotions

Jamal Hinds – OCC Retail Food Supervisor > OCC Asst. Catering Mgr.

Audrey Hofer – P5 F&B Supervisor > P5 F&B Manager

Andrew Vidulich – P5 F&B Supervisor > P5 F&B Manager

Lindsay Pearson – OCC Asst. Director of Sales > OCC Director of Sales

New Hires

Nick Curra – OCC Asst. Retail Food Manager

Kayla Petsche – OCC Catering Sales Manager

Jessica Mulveney – OCC Pastry Chef

Super Bowl 51

Allan Wambaa

Audrey Hofer

MERC Commission Meeting

February 1, 2017
12:30 pm

9.0 Consent Agenda

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions
 January 4, 2017
 Portland's Centers for the Arts, Brunish Theater

Present:	Karis Stoudamire-Phillips, Deidra Kryz-Rusoff, Judie Hammerstad, Terry Goldman, Damien Hall, Council Liaison Sam Chase
Absent:	Ray Leary
	A regular meeting of the Metropolitan Exposition-Recreation Commission was called to order by Vice Chair Karis Stoudamire-Phillips at 12:40 p.m.
1.0	QUORUM CONFIRMED A quorum of Commissioners was present.
2.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS None
3.0	COMMISSION/COUNCIL LIAISON COMMUNICATIONS Karis Stoudamire-Phillips, noting that Commissioner Dozono resigned from the Commission following last month's meeting, offered thanks to Dozono for her many years of service to MERC. Council Liaison, Sam Chase, provided these communications: <ul style="list-style-type: none"> • Reported on Thanksgiving Day flood at Metro • Invited the Commission to the Metro Council Inauguration for Stacey, Dirksen and Chase to be held at 3 p.m. in the Council Chamber • Noted that Metro Council continues to work on a solution for low income fare strategy for mass transit • Reported on the Celebration of Life held last month for Bill Tolbert, the Metro Diversity, Equity and Inclusion manager who passed away in December.
4.0	INTERIM GM COMMUNICATIONS Scott Cruickshank provided these updates to the Commission: <ul style="list-style-type: none"> • Regarding the Construction Careers Pathway Project, an RFP has been issued for a Market Study related to the project. • Budget Committee will meet January 25th to review capital budgets. The committee meets on February 15 to complete the budget review. At the March 1st MERC meeting, the Commission will take action on the budget. • Ed Strong of Pacific Wild, after 19 years with pacificwild/Aramark, has announced his resignation. Cruickshank called on Strong to comment on his years of service to MERC. • Elisa Dozono resigned from the commission last month. Metro Council President, Tom Hughes, will meet with Multnomah County Commissioner Kafoury to work on naming a successor. • Mike Smith, Vice President of Convention Sales at Travel Portland has retired. Brian Doran, CFO of Travel Portland, reported that James Jessie has been named as Smith's successor. • The annual Martin Luther King Jr. Breakfast will be held on January 16. Please let Margie know if you would like to attend.
5.0	FINANCIAL REPORT MERC Finance Manager, Ben Rowe, updated the Commission on MERC finances. <ul style="list-style-type: none"> • Commissioner Kryz-Rusoff inquired about the increase in the personnel expenses in the MERC sub-fund current vs. prior year numbers. Rowe explained that for a few fiscal years prior to the last fiscal year, the venues had not implemented any CPI or merit increases. The number reported in the budget includes those increases plus related health and welfare as well as PERS increases.

6.0	<p>VENUE BUSINESS REPORTS The Venue Directors updated the MERC Commission on recent venue business.</p>
7.0	<p>HYATT REGENCY PORTLAND UPDATE Scott Cruickshank and Tim Collier updated the commission on progress being made in design, timeline and bond sale.</p> <ul style="list-style-type: none"> • Commissioner Krys-Rusoff inquired about the type of bond being offered Collier responded that it will be revenue bond with a negotiated sale. • Commissioner Krys-Rusoff commended the hotel team for their work to simplify the bond which, she added, will help with its sale. • Council Liaison, Chase, asked about the possible effect of changing interest rates on the sale of the bond. Collier noted that at this time it appears that that a slight fluctuation of interest rates should not negatively affect the bond sale since the risk for the bond is low.
8.0	<p>2016 SUSTAINABILITY REPORT Jenna Garmon of Metro updated the commission on progress being made by the venues toward Metro’s sustainability goals.</p> <ul style="list-style-type: none"> • Commissioner Hall inquired whether it is hoped that OCC’s solar array will get us closer to the 2020 target for decreased energy costs and usage. Garmon responded that the array started operating in August 2016 so next year’s sustainability report will have data on how much energy was generated in FY16-17. • Council Liaison Chase inquired whether the City of Portland, due to its relationship with Portland’s buildings, can help with capital development strategies related to sustainability. Williams noted that it is a discussion being started with the city but it is complicated since P’5 is not in the position to look at new capital projects at this time. She added that P’5 staff looks at all capital projects with sustainability in mind. • Commissioner Hammerstad requested an update in six months. • Commissioner Goldman noted that Metro and OCC are area leaders in sustainability adding that the goals are very aggressive.
9.0	<p>CONSENT AGENDA Includes:</p> <ul style="list-style-type: none"> • Record of MERC Actions, December 7, 2016 <p>A motion was made by Commissioner Hall and seconded by Commissioner Krys-Rusoff to approve the Consent Agenda. VOTING: AYE: 5 (Goldman, Hall, Hammerstad, Krys-Rusoff, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
10.0	<p>ACTION AGENDA Commissioner Stoudamire-Phillips noted that due to the resignation of former MERC Chair, Elisa Dozono, from the commission, it is required by MERC bylaws to approve a new chair and vice chair. A motion was made by Commissioner Hammerstad to nominate Commissioner Stoudamire-Phillips for the position of MERC Chair. It was seconded by Commissioner Krys-Rusoff . VOTING: AYE: 5 (Goldman, Hall, Hammerstad, Krys-Rusoff, Stoudamire-Phillips) NAY: 0 MOTION PASSED A motion was made by Commissioner Hall to nominate Commissioner Goldman for the position of MERC Vice Chair. It was seconded by Commissioner Krys-Rusoff VOTING: AYE: 4 (Hall, Hammerstad, Krys-Rusoff, Stoudamire-Phillips)</p>

	<p>NAY: 0 ABSTAIN: 1 (Goldman) MOTION PASSED</p> <p>Resolution 17-01: For the purpose of electing the Metropolitan Exposition Recreation Chair and Vice Chair for the remainder of Fiscal year 2016-17.</p> <p>A motion was made by Commissioner Hammerstad and seconded by Commissioner Krys-Rusoff to approve resolution 17-01 which confirms the election of Commissioner Stoudamire-Phillips as chair and Commissioner Goldman as vice chair.</p> <p>VOTING: AYE: 5 (Goldman, Hall, Hammerstad, Krys-Rusoff, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
11.	Chair Stoudamire-Phillips called the MERC Commission into EXECUTIVE SESSION to conduct deliberations with persons designated by Metro/MERC to carry on labor negotiations under ORS 192.660(2)(d).
	The Executive Session concluded at 2:33 p.m. and the Chair reconvened the regular MERC Commission meeting.
	As there was no further business to come before the Commission, the meeting was adjourned at 2:34 p.m.

MERC Commission Meeting

February 1, 2017
12:30 pm

10.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 17-02

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

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

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

WHEREAS, the Union membership ratified the collective bargaining agreement on February 1, 2017; and

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

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

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

Adopted by the Commission on February 1, 2017.

Chair

Approved as to form:
Alison R. Kean, Metro Attorney

Secretary-Treasurer

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

MERC STAFF REPORT

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

Resolution No. 17-02

Presented by: Travis Brown, Program Manager,
Labor Relations and Employee Engagement

Date: February 1, 2017

Background and Analysis: The MERC - ILWU 28 collective bargaining agreement represents a contract of the terms and conditions of employment for 10 full-time Facility Security Agents, 16 part-time Facility Security Agents and, as of May 21, 2013, 10 part-time Medical Technicians. These employees work at the Oregon Convention Center, Portland's Centers for the Performing Arts and the Expo Center and support these venues by providing 24/7 security as well as first response medical attention during events. The current collective bargaining agreement between MERC and ILWU 28 expired on June 30, 2015. The Union submitted their demand to bargain in February 2015. However, due to significant internal alignment issues within the Union, the parties were not able to commence bargaining until November 2015.

Bargaining began on November 25, 2015. Tentative agreement of the contract was reached on January 3, 2017. Ratification was reached by ILWU 28 membership on February 1, 2017.

This resolution is submitted to ratify the contract between ILWU 28 and MERC/Metro for the period July 1, 2015 through June 30, 2019. This four-year agreement contains the following key elements:

- Recognition:
 - On May 21, 2013, the Employee Relations Board certified ILWU 28 as the exclusive bargaining representative for all Medical Technicians employed by MERC. On June 30, 2014, parties entered into a letter of agreement which outlined the terms and conditions of the Med Tech's employment.
 - This new collective bargaining agreement now includes all terms and conditions of employment for Medical Technicians, and the June 30, 2014 letter of agreement will no longer be in effect.
- Work Schedules
 - Management now has the flexibility, at its sole discretion, of going to alternate 40 hour work week schedules (i.e. 4-10's) without incurring additional overtime.
 - Clarifying language was added solidifying management's ability to use contracted employees when scheduling open or additional shifts under certain circumstances.
- Health and Welfare
 - Prorated insurance is available to part-time employees who work 30 hours or more in 12 month look-back period, in compliance with the Affordable Care Act.
- Sick Leave
 - All employees are eligible for sick leave in compliance with the Oregon Paid Sick Leave law.
 - Employees earn paid sick leave accruals at .05 hours per each hour paid.
- Wages and Salary Administration
 - New pay scale reflects one "probationary" rate and one "regular" rate for each classification. Upon ratification, these new wage rates will be implemented.

- All raises will take effect upon ratification by both parties.
- Effective July 1, 2017 wages will be increased by 1.5%; Effective July 1, 2018, wages will be increased 1.5%
- Physical Capacity Testing
 - Every two years, employees are required to undergo physical capacity testing (PCT) to ensure they are physically fit to perform the essential functions of their positions. This has been the subject of recent litigation between Metro and the Union. Metro initially prevailed in court, but the matter has been appealed.
 - Employees are now required to take the PCT test every three years.
 - The current testing requirements will be reviewed by third-party occupational therapist, who will be selected through the RFP process. Management will implement the recommendations of the occupational therapist.
- Training
 - All Security agents, not just full time agents, will receive a DPSST four hour refresher class every two years provided during paid working hours.
 - Medical Technicians will receive one EMT basic renewal fee every two years and one CPR renewal class and fee reimbursement every two years.
- Term of Agreement
 - Four year contract, with no retro activity pay, from July 1, 2015 to June 30, 2019.

Short range fiscal impact: The costs of the collective bargaining agreement are within budgeted amounts for FY 16-17.

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

Recommendation: Recommend approval of Resolution 17-02 which states the MERC Commission approves ratification of the contract.

**COLLECTIVE
BARGAINING
AGREEMENT**

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION

ILWU Local 28

Effective July 1, 2015-June 30, 2019

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PREAMBLE

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

The purpose of this Agreement is to set forth the full and complete agreement between the Employer 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's status or any other class protected by law.

Except as otherwise provided by law, the parties agree as follows:

ARTICLE 1: RECOGNITION

Section 1.

The employer recognizes the Union as the exclusive bargaining representative for the following classifications employed by the Metropolitan Exposition-Recreation Commission: all full-time regular Facility Security Agents, all Lead Facility Agents, all Relief On-Call Security Agents; and Part-Time Medical Technicians who work an average of four or more hours per week.

Section 2.

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

ARTICLE 2: DEFINITIONS

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

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

Subcontracting: Nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety (90) calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period.

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

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:

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

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

ARTICLE 4: UNION SECURITY

Section 1.

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

Section 2.

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

Section 3.

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

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

ARTICLE 5: NO STRIKE OR LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of MERC. During the term of the 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, 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 stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 1 above to return to work.

ARTICLE 6: UNION REPRESENTATIVES

Section 1. Stewards

- a) Within thirty (30) calendar days from the signing of the Agreement, the Union will notify the Special Services Manager in writing of the names of two elected Stewards per job classification in the bargaining group. The list will be updated as necessary.
- b) Upon prior notice to their immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
- c) No Steward will be eligible for overtime pay, other premium pay, or travel reimbursement from MERC 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. This in no way limits an employee from having Union representation present during investigatory meetings that may result in disciplinary action provided the employee requests such representation.
- f) Only one (1) Steward, on Employer time, can process and investigate any one (1) grievance at any given time.

Section 2. Union Staff

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

ARTICLE 7: MAINTENANCE OF STANDARDS

Section 1.

The Employer agrees that all conditions of employment established by its individual operations at the Oregon Convention Center, Portland'5 Centers for the Arts, and Portland Expo 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's status or any other class protected by law.

Section 2.

Any complaint alleging unlawful discrimination based on age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association, or political affiliation, mental or physical disability, veteran's status or any other class protected by law that is brought to the Union for processing will be submitted directly to the Metro Human Resources Director either informally or formally. The Metro Human Resources Director will strive to address an informal complaint within 30 days. If informal attempts to resolve the complaint are unsuccessful, a formal (written) complaint may be made. The Metro Human Resources Director or designee shall within five (5) working days from the receipt of a formal complaint acknowledge the complaint in writing.

The Metro Human Resources Director or designee will:

- a) Thoroughly investigate the complaint and establish a file of findings;
- b) Submit the findings with a recommendation to the appropriate management personnel;
- c) Inform the complainant of the conclusion of the investigation.

Section 3.

If any employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 4 of the grievance procedure with a copy to the Metro 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

Full-time Employees

Section 1.

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

Section 2.

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

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1 and January 1.
- b) When shifts and days off are bid, the employee shall 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 the completion of the probationary period, the employee will be allowed to shift bid at the next shift bid opportunity.
- d) Shifts will be posted for bidding by November 1 or May 1, as appropriate. Shift bids will be completed by December 15 or June 15 as appropriate. An employee who does not sign up for a shift within a reasonable amount of time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. A Steward and the Special Services Manager will agree what constitutes a "reasonable amount of time," after consultation with the employee. If the Steward and the MERC Special Services Manager do not agree, the Director of Operations , , will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9 Part-time Employees.

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

Section 10.

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

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

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

Section 12 Scheduling of Open or Additional Shifts

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

Section 13

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

ARTICLE 10: OVERTIME

Section 1.

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

Section 2.

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

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

Section 3.

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

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE 11: SHIFT DIFFERENTIAL PAY

Section 1.

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

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

Section 2.

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

ARTICLE 12: SALARY ADMINISTRATION

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

Upon ratification by both parties, wages in Exhibit A will be implemented.

Effective July 1, 2017, wages in Exhibit A will be increased 1.5%

Effective July 1, 2018, wages in Exhibit A will be increased 1.5%

ARTICLE 13: HEALTH AND WELFARE

Section 1. Joint Labor Management Committee (JLMC)

Metro will convene a JLMC for health benefits, comprised in accordance with adopted by-laws, shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one member to serve and vote on the JLMC. Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to maintain an ongoing review of health benefit related issues for employees of Metro. A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer and the Human Resources Director shall consider the committee's recommendations and have the authority to make Plan modifications as necessary.

Section 2. Benefit Eligibility

Full-time employees working forty (40) hours a week are eligible for benefits. Eligibility will begin on the first of the month following thirty days of employment for all benefit eligible employees who elect to participate in one of the Metro plans.

Prorated insurance will be available to employees who work thirty (30) hours a week or more during a twelve month (12) measurement period. Their premium share will be calculated based on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by Metro's full-time employee premium portion for that plan.

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

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

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

Section 3. Premium Sharing

Metro shall contribute ninety-two (92%) of the insurance premium costs per plan and employees shall pay eight (8%) of the premium costs per plan selected by the employee. The premium cost used in these calculations shall be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments shall be made.

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

Metro agrees to pay an amount up to \$150 per month to full-time employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro.

Section 4. Other Insurances

Life insurance and accidental death and dismemberment and long-term disability coverage shall be provided to all employees who are health insurance benefit eligible at no cost to the employee.

ARTICLE 14: RETIREMENT

For employees active on the payroll as of June 30, 2012, Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, in addition to the required employer contributions.

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

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

ARTICLE 15: VACATION LEAVE

Section 1.

Vacation leave pay for full-time employees 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 Service	Accrual Rate at 24 Pay Periods/Year	Vacation Rate Per Year
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	6.67 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 will not be allowed to accrue more than two hundred fifty (250) hours of vacation leave. Additional hours that would have been accrued at the rates in this Agreement shall be forfeited unless a vacation request that was submitted at least three (3) months prior to reaching the maximum accrual, is denied and prevents an employee from avoiding the maximum accrual. If a denial of a vacation request prevents an employee from avoiding the maximum accrual, the employee may submit a written request to the supervisor and the Metro Human Resources Director to have an extended period of time to bring their accrual below the maximum or to have up to six (6) pay periods of vacation accrual paid out.

Section 3.

Any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer shall be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period.

Section 4.

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

Section 5.

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

ARTICLE 16: SICK LEAVE

Section 1.

All bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid . Qualified employees shall be eligible for use of earned sick leave immediately after it is earned.

Section 2.

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

- a. For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law.
- b. When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), the provisions of Metro's Family and Medical Leave Policy will apply.
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.
- d. In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.
- e. As otherwise required by law.

Section 3.

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

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

- b) Patterns of sick leave usage; or
- c) Use of more than forty (40) hours or more of sick leave, in the preceding six (6) months.

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

Section 4.

Employees unable to report to work shall report the reason for absence to their supervisor at least two (2) hours prior to the scheduled beginning of their shift. In case of an emergency, the employee will contact the employer at the first opportunity. An employee shall be entitled to use a maximum of four (4) consecutive workday's sick leave without a signed doctor's statement if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive workday's sick leave without a doctor's certification.

Section 5.

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

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

Section 7.

Regular full-time employees who use twenty-four (24) hours or less of sick leave within one 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 period.

Section 8.

Where the Employer has reason to believe an employee is physically incapable of performing the duties of their position, the Special Services Manager may require the employee to take the Physical Capacity Test as provided for in Article 17 (b) Special Circumstances Test or submit to a physical examination by a physician selected by the Employer. The cost of such examination shall 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 9.

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

ARTICLE 17: PHYSICAL CAPACITY TESTING

Section 1.

It is the policy of the Metropolitan Exposition Recreation Commission (MERC) to provide a safe and secure environment for all of our guests and employees. Security Agents and Med Techs make a substantial contribution to the overall success of the MERC venues by providing building patrol and security, grounds patrol and security, citizen and employee assistance, emergency response, traffic and crowd control, detention and arrest of persons who violate local, state, and federal laws, and assistance in the evacuation of patrons and employees. It is critical that Security Agents and Med Techs be able to perform all of the essential duties of the position at all times. Security Agents and Med Techs are required to complete Physical Capacity Tests on an on-going basis.

Section 2.

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, the Special Services Manager 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.

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

Section 3.

a) Routine Testing

- All “finalist” applicants for Facility Security Agent ~~or~~, Relief Facility Security Agent or Med Tech positions will be required to pass a physical capacity test prior to a final job offer.
- At initial implementation, all existing Facility Security Agents, ~~and~~ Relief Facility Security Agents and Med Techs will be required to take a physical capacity test.
- All Facility Security Agents, Relief Facility Security Agents and Med Techs will be required to take a Physical Capacity Test every ~~two~~ three years, on or around their anniversary date.

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

ARTICLE 18: WORK-RELATED COURT APPEARANCES

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

ARTICLE 19: HOLIDAYS

Section 1.

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

New Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
3 Personal Days	To Be Scheduled

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 (1½), 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 time. An employee must request and obtain prior approval before taking such leave.

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

Subject to the needs of the employer, personal days may be granted with less than twenty-four (24) hours notice. In the case of an emergency, same day approval may be granted with Supervisor's approval. An employee can use personal holiday hours in no less than four (4) hour blocks of time.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Holiday work will normally be performed by the employee regularly scheduled to work on the day of the holiday. If the regularly scheduled employee chooses not to work the holiday, MERC shall offer available work on holidays to volunteers. This work will be offered by seniority per scheduled shift. Employees interested in working the holiday will advise the employer of their desire to do so at least 72 hours prior to the schedule being published. If two or more employees volunteer within 72 hours prior to the holiday, the most senior will be selected. If there are no volunteers, the work will be given to a non-probationary on-call employee. In the event that an on-call employee is not available, the least senior non-probationary full-time security agent will be assigned.

Section 6.

Part-time agents who work on a holiday will be compensated at a rate of one and one half (1½) times their normal rate for hours worked.

Section 7.

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

Section 8.

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

ARTICLE 20: OTHER LEAVES

Section 1.

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

Section 2. Leave Without Pay

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

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

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

No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

The employee may elect to continue insurance benefits; however, premiums for such extended benefits shall be paid by the employee. Any and all such extensions of coverage and 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

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

Section 4. Jury Duty

Upon the presentation of written documentation at the earliest opportunity, 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 shall be temporarily assigned to day shift for the duration of jury duty. An employee whose shift is temporarily changed as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change.
- c) Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.
- d) Part-time employees will only be granted pay if the jury duty or subpoena is scheduled for a shift in which they were previously scheduled.

Section 5. Military Leave

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

Section 6. Bereavement Leave

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

ARTICLE 21: LAYOFF

Section 1.

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

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 the assigned facility.
- 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 employee is notified in writing:
 - 1) Accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks or;
 - 2) The employee may elect to be laid off. Employees laid off shall be placed on the layoff list for the classification from which they were removed.

Section 3.

An employee who is laid off shall have recall rights for one year to a vacant position in the classification within the assigned facility from which they were laid off and for which they are qualified to perform. It is the responsibility of the employee to notify the Metro Human Resources Department of changes to his/her contact information in order to be eligible for recall rights.

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 22: SENIORITY

Section 1.

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

Section 2.

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

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

Section 3.

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

Section 4.

All contractual rights under this agreement and seniority time shall 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 twelve (12) months.

Section 5.

Each year MERC will post a seniority list of employees no later than July 20 and January 20 on designated bulletin boards at the Oregon Convention Center and Portland's 5 Centers for the Arts.

ARTICLE 23: FILLING VACANCIES

All job opportunities for bargaining unit positions will follow the MERC/Metro hiring process.

ARTICLE 24: CRIMINAL BACKGROUND CHECK

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 25: NEW AND REVISED CLASSIFICATIONS

MERC shall notify the Union when creating a new classification and/or substantially revising an existing bargaining unit classification that includes security 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 26: 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 elsewhere in 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.

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

- a) Step 1. An elected Union steward shall file a written grievance with the Special Services Manager within fifteen (15) calendar days of the alleged violation or when the employee had first knowledge of such violation. The grievance must be signed by both the employee(s) and the Union steward. The Special Services Manager shall respond in writing to the grievance within fifteen (15) calendar days following receipt of the grievance.
- b) Step 2. If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of Operations at the Convention Center or the Operations Manager at Portland Center for the Performing whichever is appropriate within fifteen (15) calendar days after the response from the supervisor is due or received. The employee shall respond in writing within fifteen (15) calendar days following receipt of the grievance.
- c) Step 3. If the grievance has not been answered or resolved at Step 2, it may be presented to the Oregon Convention Center or Portland Center for the Performing Arts Executive Director or their designee within fifteen (15) calendar days from the date the Step 2 response is due or received. The Director or designee shall respond in writing within fifteen (15) calendar days following receipt of the grievance.
- d) Step 4. A grievance that is not answered or resolved at Step 3 may be presented to the General Manager, Visitor Venues Metro or designee within fifteen (15) calendar days from the date the Step 3 response is due or received.

The General Manager or designee shall respond in writing within fifteen (15) calendar days following the receipt of the grievance.

- e) Step 5. A grievance that is not answered or resolved at Step 4 can be appealed to arbitration in writing by the Union. The Union shall notify the Metro Human Resources Director, within fifteen (15) calendar days from the date that the Step 4 response was due, or presented to the other party.

Section 3.

In order to advance the grievance the Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Services within fifteen (15) calendar days from the request for arbitration. Upon the receipt of the list of arbitrators within fifteen (15) calendar days both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first.

The parties will make best efforts to schedule arbitration within six (6) months of selecting an arbitrator.

Section 4.

The arbitrator's decision shall be sent to the Metro Human Resources Director 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 shall have no power to add to, alter, modify, amend or subtract from the Agreement or establish new or revised existing class specifications. The losing party shall pay the cost of the arbitration. 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 Employment Relations Conciliation Division shall conduct the mediation.

Section 6.

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

Section 7.

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

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

ARTICLE 27: DISCIPLINE AND DISCHARGE

Section 1.

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

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

Section 2.

Disciplinary actions imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure as stated in Article 25 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, or who is suspended without pay, demoted or terminated, may appeal such disciplinary action directly to Step 4 of the grievance procedure within fifteen (15) calendar days from the effective date of the action. Any further written appeal beyond Step 4 shall follow the requirement and time frames outlined in Article 25.

Section 5.

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

Section 6.

An employee whose suspension without pay or termination is rescinded by the Employer shall 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.

ARTICLE 28: 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. For part-time employees, the probationary period shall be forty (40) shifts. After twenty (20) shifts, the part-time employee will receive a performance review, which shall be used for evaluation purposes only.

Section 2.

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

Section 3.

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

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

Section 4.

An employee's probationary period shall be extended by the number of hours an employee is absent from work during the probationary period. An employee's probationary period shall not otherwise be extended.

Section 5.

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

ARTICLE 29: INCLEMENT WEATHER, EMERGENCY SHUT DOWN

If the Facility Director or designee determines that inclement weather conditions exist or an Emergency Shutdown is necessary, and such determination results in the decision to open later than regularly scheduled hours or close, and staff are sent home before the end of their assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled.

ARTICLE 30: SAFETY AND HEALTH

Section 1.

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

Section 2.

A Safety Committee shall 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 the supervisor. The supervisor shall promptly take appropriate action.

Section 3

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

Section 4.

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

ARTICLE 31: OUTSIDE EMPLOYMENT

Section 1.

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

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

Section 2.

Full time employees who engage in outside employment who are found to violate the above conditions and who have failed to notify their Supervisor of such employment shall be disciplined up to and including termination.

ARTICLE 32: BULLETIN BOARD

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

ARTICLE 33: EMPLOYEE ASSISTANCE PROGRAM

MERC shall provide at no cost to the employee an employee assistance program for all benefit eligible employees.

ARTICLE 34: TRAINING

Section 1. State Required License and Certification Renewals

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

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

Section .2 Employer Provided Training

The Employer agrees to provide the following trainings on an annual basis only as follows:

a) Full-time and Part-time Security Agents

- 1) First Aid
- 2) AED
- 3) Blood Pathogens
- 4) Pepper Mace
- 5) Access Control
- 6) Customer Service
- 7) Fire Alarm
- 8) Building Light Control

b) Newly hired Security Agents will be offered the following trainings within six calendar months of hire: Report Writing; Fire Alarm; Tactical Radio; Self Defense Training; and Hand Cuff.

c) Medical Technicians

- 1) First Aid
- 2) AED
- 3) Blood Pathogens
- 4) Customer Service

ARTICLE 35: CLOTHING/UNIFORM ALLOWANCE

Section 1.

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

- \$40.00 monthly for uniform and coat cleaning.
 - The uniform cleaning fee shall be paid on the first paycheck of the month.
- \$100.00 per year shoe allowance.

For part-time Security Agents and Med Technicians, the employer shall pay:

- \$50.00 per year in footwear re-imbusement allowance

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

Section 2.

The employer shall provide the following uniform items for all employees:

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

In addition to the above, the employer shall provide all required equipment to Security Agents.

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

ARTICLE 36: PERSONNEL FILE

Section 1.

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

Section 2.

An employee upon request shall have the right to view all material in the employee's personnel file.. No discipline provided to an employee under Article 26 may be used against an employee unless entered in the official MERC file as described in Subsection 1.

Section 3.

At the employee's request, disciplinary material except in extreme cases like discrimination and harassment policy violations, shall be removed from the personnel file two (2) years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. At the employee's request, except in extreme cases like discrimination and harassment policy violations shall be removed from the personnel file four (4) years from the date the material was entered, and provided that the employee has received no other violations. A written record of a verbal reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

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

ARTICLE 37: PARKING

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE 38: RECOUPMENT OF PAYMENTS

Section 1. Overpayments

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

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

An employee who disagrees with the employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

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

Section 2. Underpayments

In the event the employee does not receive the wages or benefits to which the record/documentation has for 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 one year after the notification and agreement of the amount owed.

ARTICLE 39: SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall 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 40: TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2015 until June 30, 2019, and it shall cease and expire on that date.

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.

Signature Page

FOR MERC:

By _____
Scott Cruickshank, Interim Visitor
Venues General Manager

By _____
Travis Brown,
Labor Relations & Employee
Engagement Program Manager

By _____
Nick Brown, OCC Special Services
Manager

By _____
Joe Durr, P'5 Director of Event
Services

By _____
Ross Hume,
Labor Relations & Employee
Engagement Program Manager

**FOR INTERNATIONAL
LONGSHOREMAN AND
WAREHOUSE UNION LOCAL 28:**

By _____

By _____

By _____

By _____

By _____

EXHIBIT "A": PAY SCHEDULE

Upon ratification of both parties, the following pay schedule will be implemented.

Metropolitan Exposition Recreation Commission
ILWU, Local 28 Hourly Rate Pay Schedule

Lead Security Agent	
Probationary	Regular
\$ 19.73	\$20.54

Facility Security Agent (FT/PT)	
Probationary	Regular
\$17.94	18.68

Medical Technician	
Probationary	Regular
\$ 15.59	16.24

EXHIBIT B: GRIEVANCE FORM
ILWU Local 28 – MERC Grievance

Grievance # _____ Date: _____ Steward _____

Name of grievant(s) _____

Nature of grievance _____

Step 2 response _____

DATE: _____

Step 3 response _____

DATE: _____

Step 4 response _____

DATE _____

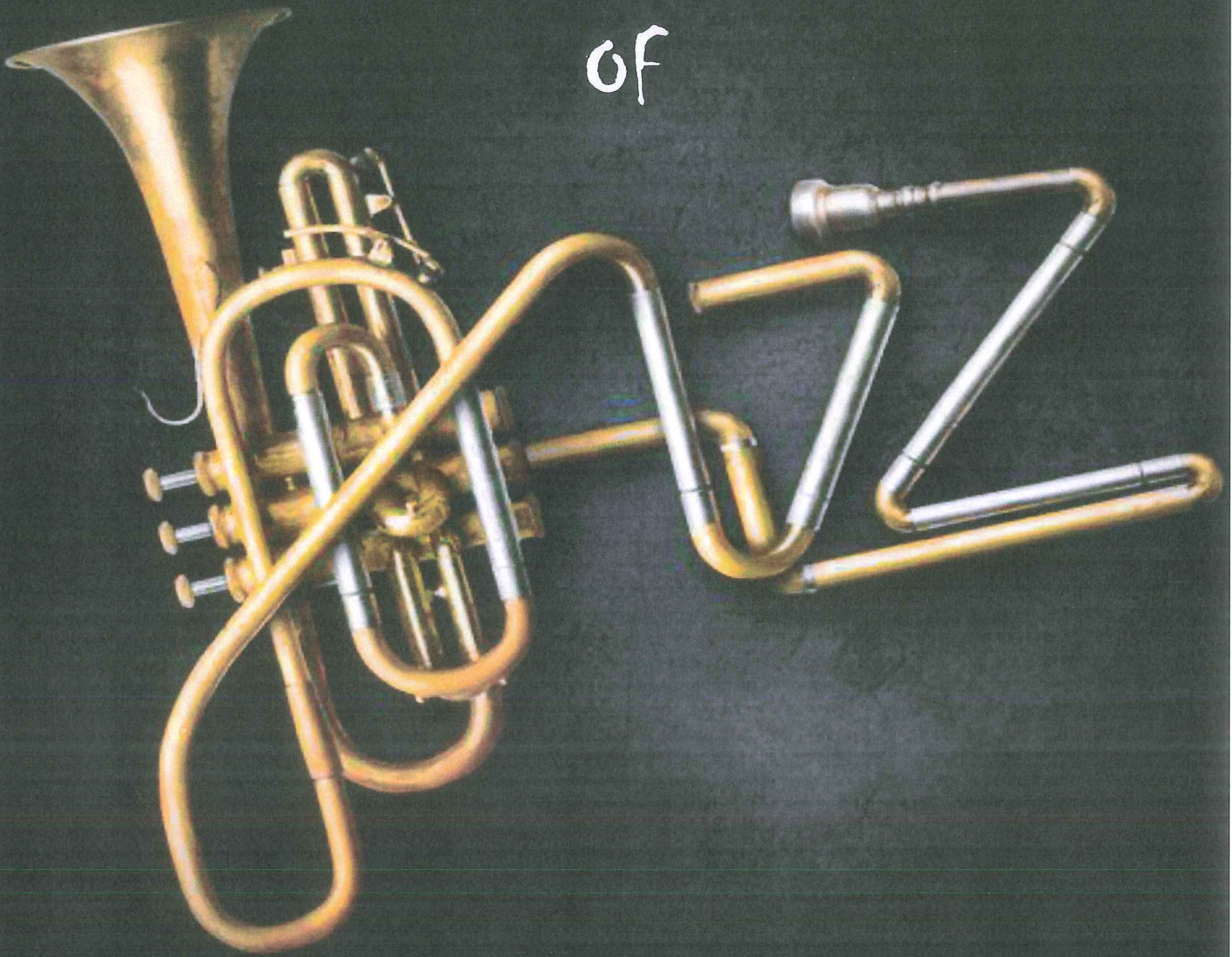
Submitted for arbitration:

**Materials following this page are
attachments to the public record.**

PORTLAND'S
CENTERS FOR THE ARTS

INCREDIBLE JOURNEY

OF



January 17, 2017

Arlene Schnitzer Concert Hall

Portland's 2016-2017 School Tool Resource Guide

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Introduction

Dear Teachers

We have created the following study guide to help make your students' musical experience with **Incredible Journey of Jazz, PDX Jazz** as meaningful as possible. For many, it will be their first time viewing a live production. We have learned that when teachers discuss the performance with their students before and after the production, the experience is more significant and long lasting. Our study guide provides pre- and post-production discussion topics, as well as related activity sheets. These are just suggestions; please feel free to create your own activities and areas for discussion. We hope you and your class enjoy the show!

Portland's Theatre Info

PORTLAND'S CENTERS FOR THE ARTS

This isn't just our story - it's your story, too. From the very beginning, the people of Portland have fought to preserve our arts venues and what they stand for. In fact, it was the citizens themselves who built our very first venue.

Portland's brings over 1,000 music, theater, dance, and lecture performances to Portland each year because we know that art matters. Art brings joy, inspires the mind, and unites communities. Art changes lives. As the 5th largest performing arts center in the U.S., we are national leaders in keeping art and culture thriving.

Portland's Centers for the Arts was conceived in order to create a vibrant heart for our community's cultural life. Today we embody our original vision through five venues, which draw close to a million patrons to Portland's cultural district and generate an average of \$60 million in regional spending every year.

We are continuing to grow and are proud to be presenting, as Portland's Presents, our own events in order to bring an even more diverse range of programming to Portland, as well as generate revenue that will help us continue to support our resident companies and other local non-profit performing arts groups.



Arlene Schnitzer Concert Hall

As one of the last surviving theater venues on Broadway, the Arlene Schnitzer Concert Hall keeps the tradition of hosting prolific performances alive in this historic part of Portland. The building that now houses what locals lovingly call "The Schnitz" was originally the Portland Public Theatre, built in 1928, and later renamed the Paramount Theatre. The Italian Rococo Revival architecture was said to be the national showcase of renowned Chicago theatre architects Rapp & Rapp, and has been beautifully restored through a generous donation from Portlanders Arlene and Harold Schnitzer.

The Concert Hall plays host to a variety of presentations including classical, jazz, pop, rock, folk and gospel music, dance, theatre, films, and conferences.

The Arlene Schnitzer Concert Hall is located at 1037 SW Broadway Ave. (at Main St.), Portland, Oregon 97205.

Education Program and Contact Us



In an effort to better serve our community and celebrate diversity, our Education Program was designed to provide elementary to high school youth a free opportunity to hear nationally celebrated musical artists, learn about the performing arts, and experience our venues. Each event offers a diverse range of ethnic and cultural perspectives, and celebrates the rich heritage of music in all its forms and cultures while teaching children about music, musicians, and instruments.

Last year our Education Program served over 6,000 students within the Portland Public School district. This year, we are offering more student performances and expanding the reach of our program to include schools in other school districts within Multnomah, Washington and Clackamas Counties.

Tom Sessa, *Director of Booking, Sales and Marketing*

tomsessa@portland5.com

503-274-6557

Nike Greene MA, *Education & Community Engagement*

nikegreene@portland5.com

503-796-6514

The Portland'5 Education programs are generously supported by Your Local Toyota Dealers, the Maybelle Clark Macdonald Fund, and the Portland'5 Centers for the Arts Foundation.



Let's
Go
Places



PORTLAND'5
CENTERS FOR THE ARTS
FOUNDATION

{MCM}
{LXX}

Maybelle Clark Macdonald
fund

Theatre Talk

ATTENDING AN EVENT

Are you attending one of our theater events? Below we've included some helpful information for first time visitors, plus links to more information about directions and parking, where to eat, and where to stay can be located through our website www.portland5.com

Arrive early. If you arrive late, you may be held out until an appropriate time for you to get to your assigned seat or reseated.

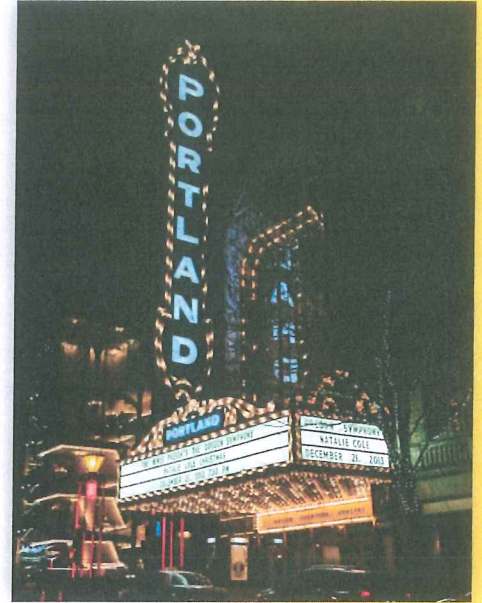
Please silence or turn off all electronic devices.

- *Most shows do not allow photography of any kind and flash photography is never allowed.*
- *Please do not wear perfume or cologne, as some people are highly allergic.*
- *If you need assistance during the show, please go to the nearest usher.*
- *Outside food and beverage is not allowed in our theaters.*
- *Be courteous and respectful of those around you.*

Attire: There are not set rules for attire when attending a performance. Some people like to dress up for a night out, while others prefer to be casual. Each event is different, so plan accordingly. ***In the end, it's all about the amazing performance you're about to experience*** - so don't worry too much about your clothes.

"Make your Visit Memorable"

While attending our Education shows use our hashtag [#portland5](https://twitter.com/portland5)



Before The Show

About the Show

Incredible Journey of Jazz show provides educational outreach opportunities to Portland area students that communicate the essence and cultural significance of jazz while contributing to the growth of a new audience.

Jazz is an essential American art form. A priority of PDX Jazz's mission is to provide educational outreach opportunities to Portland area students that will communicate the music's essence and cultural significance while contributing to the growth of a new audience.



The Incredible Journey of Jazz is a free, 60-minute interactive program designed for students of all ages. It recounts the history of America's indigenous musical art form. Students learn about jazz from its beginnings in Africa, development in the United States and current role in global culture.



The Incredible Journey of Jazz reaches thousands of students every year to provide them with a one-of-a-kind experience. It features a power point presentation, narrator and live jazz band that demonstrate the various styles of historical figures as well as illustrations from different eras. Elements include the exploration of rhythm, melody, call-and-response, counterpoint and the interweaving of music and cultures from around the world. Students also learn about the importance of African values on American life, slavery and civil rights.

The Incredible Journey of Jazz was developed and produced by Darrell Grant with script by writer/broadcaster Lynn Darroch. It has been performed at over 60 school and public performances throughout the Portland metro area, and reaches 1200 students a year. The program features a narrator and jazz band who demonstrate characterizations of historical figures and musical illustrations from different eras and styles to provide students a living experience of jazz. Musical elements include the exploration of rhythm, melody, call-and-response and counterpoint. Additionally, students learn about the importance of African and immigrant cultures on American life, slavery and civil rights, and the interweaving of music and cultures around the world.

Here's what some of the educators in our community have to say about IJOJ:

"The Incredible Journey of Jazz was a great program for both music students and the student population as a whole. Being able to see and hear the musicians play live, engaged my students more than a documentary ever could while still presenting a breadth of information. Several said it was one of the best assemblies they had ever seen at Da Vinci and that's coming from an art school that has many events." – Elizabeth Robbins, Da Vinci Arts Middle School, Portland

"Excellent performance! It is not an easy feat to engage young adolescents in this kind of event and our students' rapt attention for the entire time is a sure sign that the structure and content of the program are highly effective. Not only was this a fascinating story, but it directly relates to the most important initiative in Portland Public Schools entitled Beyond Diversity. In promoting equity, the message you brought forth support our work in a tangible way. It was a memorable, quality experience for our students." – Beth Madison, Robert Gray Middle School, Portland



"Your orchestral and story-telling program of the History of Jazz was just such a booming, clapping, foot-tapping, heart-flooding, laugh-inducing jolt for our students and staff. The History of Jazz was – and is – the enduring story of grief transformed to joy." – Tim Joy, De La Salle North Catholic High School, Portland

"Our students and staff thoroughly enjoyed hearing the different types of jazz music portrayed throughout the years. It was educational and it was fun! Your commitment to support our students has benefited our school community in a huge way." – Tamala M.W. Newsome, Rosa Parks Elementary School, Portland

About the Company

PDX Jazz is a non-profit cultural arts organization dedicated to curating jazz in Portland, Oregon and fostering the growth of musical offerings in the Pacific Northwest. We strive with your contributions and sponsorship to inspire, educate and develop future jazz audiences for generations to come.



PDX Jazz, the presenting organization of the Portland Jazz Festival, began operations in 2003 in preparation of the inaugural 2004 Jazz Festival. Conceived by former Mt Hood Festival Artistic Director Bill Royston, the proposed annual event was awarded a three-year city government grant with co-founder and partner Travel Portland (formally POVA). The Festival's mandate was established as a cultural tourism initiative to celebrate February's Black History Month by highlighting a series of jazz education and outreach programs that would extend into Portland's schools and community centers.

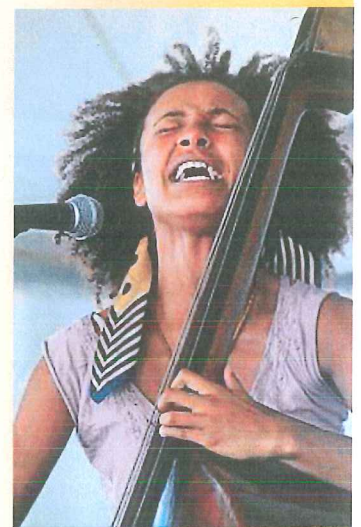
The Festival began to schedule dozens of ways to experience jazz through free and paid performances, lectures, films, exhibitions and jam sessions. From the organization's beginning, education and outreach were established as a core mission in developing the next generation of jazz audiences. The Incredible Journey of Jazz, written by Lynn Darroch for middle and high

schools and developed by Darrell Grant, established the Festival's educational programming mission, focusing on middle school students through an illuminating multi-media presentation boasting historical narration and performance. The PDX Jazz Student Stage and the engaging Jazz Conversation series joined the IJOJ as complimentary initiatives. Recently added educational programs include the Jazz Forward Competition in partnership with PSU and the Leroy Vinnegar Jazz Institute for high school and college students. Focused on the visual arts jazz inspires, Jazz In The Schools presented to elementary, middle and high schools is the latest addition now in its second year.

With a multitude of headliners presented – including Esperanza Spalding's major debut in 2008 – the festival stretched out to 10 days over two weekends and programmed shows at the famed Crystal Ballroom, Newmark and Winningstad Theatres. Curated thematic programming ensued with a focus on emerging international jazz artists, many of whom recorded under the famed ECM banner.

Airlines becoming the new title sponsor, allowing the 2009 Festival to present its boldest program *Blue Note @ 70*. The following year, PDX Jazz followed an earlier format of one long weekend and selling out all performances.

www.pdxjazz.com



About the Artists



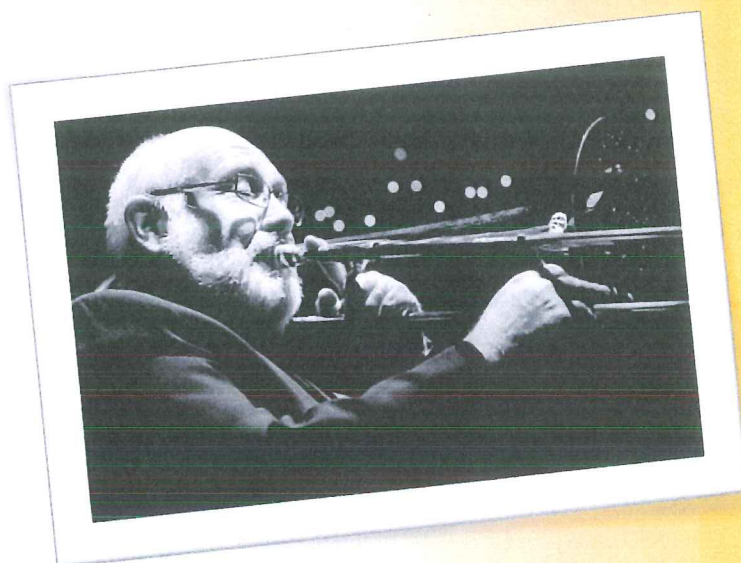
Cari Miga, *Bass*



Mario Sandoval, *Percussion*



**Bryan Dickerson,
*Saxophone***



**Stan Bock,
*Trombone, Vocals***

Darrell Grant,
PSU Professor of Jazz
Co-developed the of IJOJ



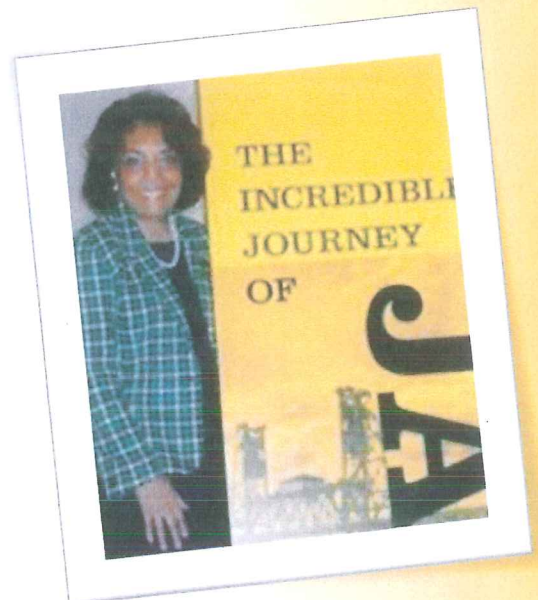
Derek Sims, Trumpet



Tracy Williams-Murphy, Narration



Marcus Reynolds, Piano

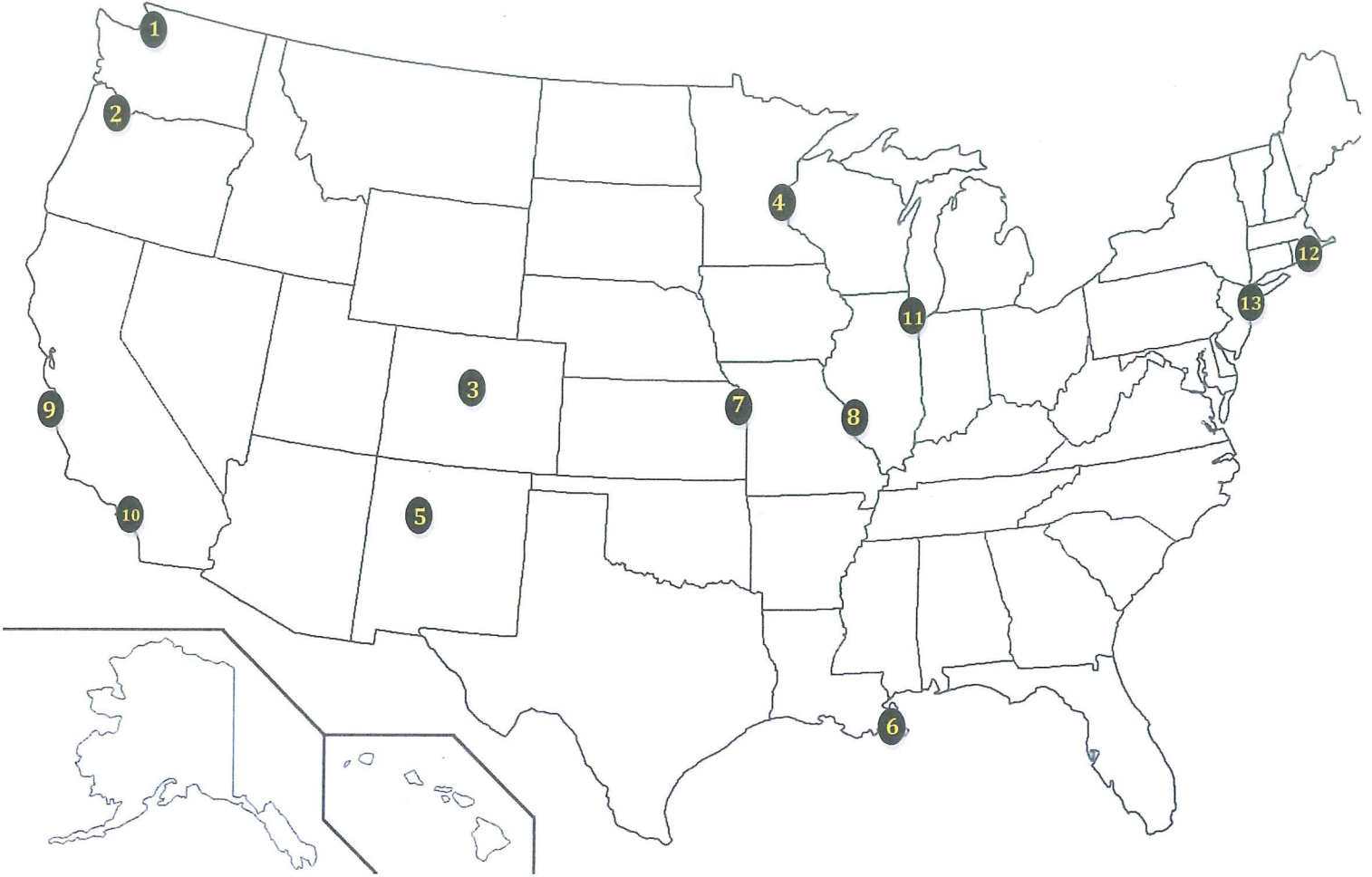


Marcia K Hocker,
PDX Jazz Board of Directors,
Education Chair

Suggested Activity 1.1

Label the US cities that have a vibrant jazz scene

*Kansas City * Albuquerque * Minneapolis * San Francisco * New Port, RI * Chicago * New Orleans * Seattle
Los Angeles * Denver * New York * St. Louis * Portland*



- | | | |
|----|----|-----|
| 1. | 6. | 10. |
| 2. | 7. | 11. |
| 3. | 8. | 12. |
| 4. | 9. | 13. |
| 5. | | |

Musician History-Suggested Activity 1.2

1926-1991 ~ Miles Dewey Davis III was an American jazz trumpeter, bandleader, and composer. He is among the most influential and acclaimed figures in the history of jazz and 20th century music. Nine-time Grammy Award winner Miles Davis was a major force in the jazz world, as both a trumpet player and a bandleader.



1917-1993 ~ John Birks "Dizzy" Gillespie was an American jazz trumpeter, bandleader, composer, and singer. All Music's Scott Yanow wrote, "Dizzy Gillespie's contributions to jazz were huge."

1901-1971 Louis Armstrong, nicknamed Satchmo or Pops, was an American trumpeter, composer, singer and occasional actor who was one of the most influential figures in jazz. Louis Armstrong was a trumpeter, bandleader, singer, soloist, film star and comedian. Considered one of the most influential artists in jazz history, he is known for songs like "Star Dust," "La Via En Rose" and "What a Wonderful World."



Demonstrate how interests, knowledge, and skills relate to personal choices and intent when creating, performing, and responding to music.

Listen to the following and have your students write first and then discuss in groups what they heard and what images came to mind.

Nat King Cole: *Straighten Up & Fly Right* <https://youtu.be/6fVaP6dM1fs>

Click the link below to listen to Jazz in the Schools by kimsdh
<https://open.spotify.com/user/kimsdh/playlist/3LimAlhN8U1XzwdftUcln2>

Click the link below to listen to Jazz in the Schools - Women of Jazz by kimsdh
<https://open.spotify.com/user/kimsdh/playlist/4V7Nyi4zNskfcp0BSXIWIJ>

Suggested Activity 2.1 -----

Jazz Talk: Students will analyze work songs, spirituals, blues, and gospel songs in order to develop an appreciation for the origins of jazz music. After completing this activity, students should be able to describe the impact of African American songs and writings on American culture

Materials: <https://youtu.be/uhCXXOhQ4zw>

“Jazz is deeply rooted in American social history. Created and developed primarily by African Americans, jazz is the derivative of various kinds of musical forms and cultural experiences, which originated in the early 1600s.”

Activity Instructions: Listen carefully to the music and the people who made it. Examine the words and listen to the way these songs were sung. What are your impressions of the moods and images represented in the music? Use colors and images to illustrate what you heard in the box provided below:



Suggested Activity 2.2a

Jazz & Poetry: Select and read the poetry of African American writers. **Read** the poems aloud and **listen** for the rhythm and tone. Is it possible to put these words to song? What is the attitude of the poet? What emotions do you hear and feel as you hear the poem?

I TOO SING AMERICA

Langston Hughes

I am the darker brother.
They send me to eat in the kitchen
When company comes,
But I laugh,
And eat well,
And grow strong.

Tomorrow,
I'll be at the table
When company comes.
Nobody' Will dare
Say to me,
"Eat in the kitchen,"
Then.

Besides,
They'll see how beautiful I am
And be ashamed--

I, too, am America.

DREAMS

Langston Hughes

Hold fast to dreams
For if dreams die
Life is a broken-winged bird
That cannot fly.
Hold fast to dreams
For when dreams go
Life is a barren field
Frozen with snow.



Langston Hughes

STILL I RISE

Maya Angelou

You may write me down in history
With your bitter, twisted lies,
You may tread me in the very dirt
But still, like dust, I'll rise.

Does my sassiness upset you?
Why are you beset with gloom?
'Cause I walk like I've got oil wells
Pumping in my living room.

Just like moons and like suns,
With the certainty of tides,
Just like hopes springing high,
Still I'll rise.

Did you want to see me broken?
Bowed head and lowered eyes?
Shoulders falling down like teardrops.
Weakened by my soulful cries.

Does my haughtiness offend you?
Don't you take it awful hard
'Cause I laugh like I've got gold mines
Diggin' in my own back yard.

You may shoot me with your words,
You may cut me with your eyes,
You may kill me with your hatefulness,
But still, like air, I'll rise.

Does my sexiness upset you?
Does it come as a surprise
That I dance like I've got diamonds
At the meeting of my thighs?

Out of the huts of history's shame
I rise
Up from a past that's rooted in pain
I rise

I'm a black ocean, leaping and wide,
Welling and swelling I bear in the tide.
Leaving behind nights of terror and fear
I rise
Into a daybreak that's wondrously clear
I rise

Bringing the gifts that my ancestors gave,
I am the dream and the hope of the slave.
I rise
I rise
I rise.



Maya Angelou

After the Show Activities

Your View, Your Student Review

Your experience at our show matters to us and therefore we need your voice. Here is your opportunity to express your thoughts, experience, and opinions about the performance you saw at the Arlene Schnitzer Concert Hall.

Please submit your responses to the following questions:

1. What performance did you see at the Arlene Schnitzer Concert Hall?
2. What was your favorite part of the performance? Why?
3. What did you like least about the performance? Why?
4. What were additional aspects of the show that stood out you? (lighting, costumes, sound, etc.)
5. What was your overall experience at the Arlene Schnitzer Concert Hall? What did you like about being in a theatre?

Please include the following information in your review: School or Organization, Name, Age, Date and Title of Performance.

Submit your review and/or Thank You Letters via email or mail:

Portland's 5 Centers for the Arts
c/o Nike Greene *Education & Community*
1111 SW Broadway, PDX, OR. 97205

Or nikegreene@portland5.com

Subject line should read: *Education Show Student Review*



A Little Jazz History

Jazz – The First Thirty Years

1992 - 2014 Thomas L. Morgan

As a musical language of communication, jazz is the first indigenous American style to affect music in the rest of the World. From the beat of ragtime syncopation and driving brass bands to soaring gospel choirs mixed with field hollers and the deep down growl of the blues, jazz's many roots are celebrated almost everywhere in the United States.



The city of **New Orleans** features prominently in early development of jazz. A port city with doors to the spicy sounds of the Caribbean and Mexico and a large, well-established black population, the Crescent City was ripe for the development of new music at the turn of the century. Brass bands marched in numerous parades and played to comfort families during funerals. Also, numerous society dances required skilled musical ensembles. New Orleans was home to great early clarinetists Johnny Dodds, Jimmy Noone and Sidney Bechet. One of the first great cornetist, Joe "King" Oliver and his leading student and future star, Louis

Armstrong hailed from New Orleans along with other influential musicians including Jelly Roll Morton.

Chicago became the focal point for jazz in the early 1920s when New Orleans musicians found their way north after clubs in the Storyville area of New Orleans were closed. Jazz began to gain wider notice as recordings made in the Windy City sold throughout America. Chicago was a magnet for musicians in the Mid-West. Famous

musicians who received acclaim for their work in Chicago were Earl Hines, Johnny Dodds, Louis Armstrong and King Oliver.



New York City contributed to the richness of jazz in many ways. The first piano style to be incorporated into jazz was stride which developed from ragtime and was popular in New York. The city was also the center of the music publishing business. Also in New York, James Reese Europe experimented with a style of jazz that involved large orchestras. Many of his early recordings would be considered ragtime, though his later recordings in 1919 clearly show jazz improvisation. In the 1920s, New York City had two pioneering orchestras that would eventually greatly affect jazz history. Fletcher Henderson put together a band that first appeared at the Cotton Club in New

York in 1923. Henderson's unit featured future jazz stars Coleman Hawkins and Don Redman but it wasn't until Henderson brought Louis Armstrong from Chicago to play with his group that the band began to develop into a full-fledged jazz group which would help to usher in the swing era.

Duke Ellington moved to New York from Washington, DC in the early twenties and began to develop the skills as an arranger and composer, which brought to him the great fame he enjoyed throughout his career.



Another transplanted New Orleans pioneer, Clarence Williams, had a hand in organizing many early jazz and blues recordings in New York. In the late twenties, the jazz center of the United States moved from Chicago to New York City as many musicians did also.



During the twenties and thirties there were many groups known as Territory Bands playing jazz in smaller United States cities. In the late twenties, Kansas City's Bennie Moten Band acquired members of Walter Page's Blue Devils, which were formed in Oklahoma City. This group later evolved into the Count Basie Orchestra. Some other

cities with burgeoning jazz scenes were St. Louis, Memphis and Detroit.

As jazz evolved, highly arranged dance music became the norm. When white musicians like Benny Goodman added black arrangements for their scores, jazz began to move into the Swing or Big Band period. Large black and white jazz bands toured the United States filling the radio airwaves with swing, a term which became synonymous with jazz. Great African American bands during the swing era were Jimmy Lunceford, Chick Webb, Mills Blue Rhythm and Andy Kirk's Clouds of Joy. It was also a time when vocalists came to the forefront led by such favorites Ella Fitzgerald, Billie Holiday and Fats Waller



Suggested Activities

History of Jazz

G O C W S H V J K W J B R Q N T F N S A F I C Y L R A J A X S I C W R F I T H R
N F P Q R J I U M Q G C U E O J P E O D D B I P Y I U W T I S M R J N O H D K L
I I F C I Y G O W M L T K X C I Y L A I C A M I D Y N V T Z C K R R B N O T W G
V D W B F H M R H Z P A M U E O O J W G T U J E Z D E K T T I J T O R G M G B E
O D L I F W P I U C C M Q Y Q X R Q P Z G A I G G T Y V L W C E G D K H H E A J
O L P I D G F S H C Z Q G G O Y H D O T M E G R S R X G T L T D V G V X X E R N
R Q G X M N S D E T N O Q I D A L K I O X O R E X S T M D E C O X D S O T O Y O
G M K S J Q Q V R C I Z V A O L T K U N F Z H T R V T M X L B K D A P C I X A I
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Y Y M T Y J G E A U D D E E H Y D G E Z V W M Z K O O S I Z D Q R E S Z E Y K U
O M C U E P E O N X C K C L Q K E W O G B K S R L C R W L P M C F V Y S V Y G C
N P K Y P C B V O N U V K E J L W K E C A R N V D V O D N A J O S O E I Y T U R
G H R Y D W M C I W M B F N G D T X H R I T F R T L V J I L I I L O P O R R Y E
V Z I G N M J U T T E I D N A B S S A R B D A N K O L W N J L C A R M M K U K P
W C P V R K P K H S I I L J Z P J K W U M H E K H U A R N J D Y A G N E O M L Y
F X K I S Z S A H N N T G L K S S W I N G M U K C I V P X P E P E R M L C P V F
O H G O V M A Z V U L D E O E N R E E B E F G Y X E I S E E D R P X X S C E T H
R U N G S S R L T Z E H L P O R M F W G C O U V G A T E E D I D S C V L V T H N
C M O M Y F Q N L A P R B D E B Q T N S U R F S R R S L P N A O F O A L V E S I
H E R P Y L L A C I M H T Y H R S A Q A B G B A N M E V U U S L C U O V N R P R
E S T D Y I W K Z S F C B F Q I R G N D K X Z X Z S F M Q B C O D H T V E C Z X J
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T C M S S F O E A K U F W O A D W M X E W L U F O R Z Q P W D K N O G A R A Y O
R O R D E P M U M C B D B G K N S A M P L I N G S O A X W E F O R A V T R C V K
A D A R J U B Y P Q C M D C M H T Y H R X L H T K N J Q B Y R L N C I M O N F Z
T U S S D S G A U Z O H I N E L I L S B A T A O L G M U A H E V P W J C B W L R
E L I B B M T H E R G S O A H T Y O N L T R N F R Z S P J A S H L O Z C I L S N
X H U Q Q T B G T Q U F T E C E T P B Z Q U P S I S G L N B D A I C M D X S R T
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ACOUSTIC
ARRANGEMENT
BOOGIE WOOGIE
BRASSBAND
CLAUDE DEBUSSY
ELLA FITZGERALD
GLENN MILLER
GROOVE
GROOVING
GUITARIST
HARDCORE
JAM SESSION
JAZZ FESTIVAL
JIMI HENDRIX

LANGSTON HUGHES
LAYERED
LOUIE ARMSTRONG
MUSICIAN
NEW ORLEANS
ORCHESTRATE
PATTERN
PEDAL
PERCUSSION
RACIAL SEGREGATION
RAG
RECORDING
REGGAE
RELIGIOUS MUSIC

REPETITIVE
RHYTHM
RHYTHMICALLY
RIFF
SAMPLING
STOMP
SUCCOTASH
SWING
TROMBONIST
TRUMPETER
TUNE

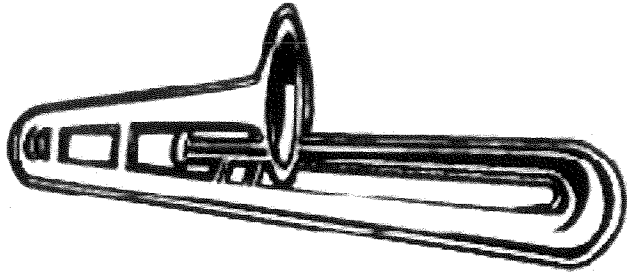
Louis Armstrong

Louis Armstrong helped shape jazz music in some of America's biggest cities - like Chicago, New York, and New Orleans. A skilled trumpet and cornet player, he also sang well! People nicknamed him "Satchmo." Louis Armstrong rose from poverty to become a legend in jazz.



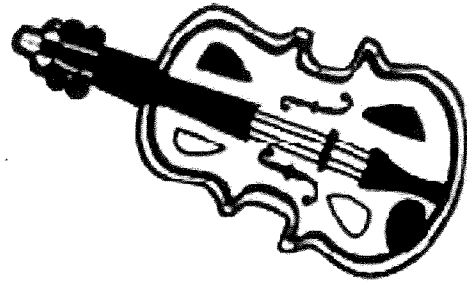
MUSIC MATCHUP

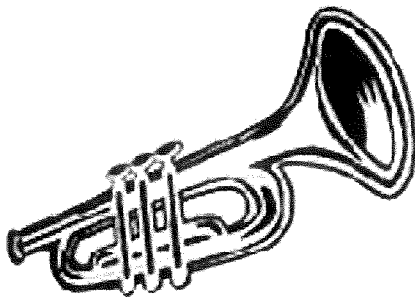
Write the name of each instrument under its picture. Color the instruments using Crayola® crayons, markers or colored pencils.

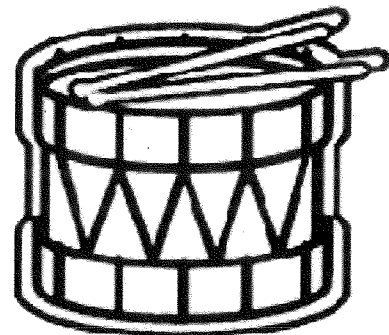












Instrument Name Bank

Trumpet Violin Tuba Drum Guitar Trombone

DIVERSITY, EQUITY AND INCLUSION AT METRO

Metro strives to cultivate diversity, advance equity and practice inclusion in all of its work.

PREPARING FOR THE FUTURE

Our region is changing – the community of the future will be more racially and ethnically diverse. Historically, communities of color have experienced disparities in income, health and education. In addition, our population will have higher percentages of younger and older residents than today, potentially creating new challenges for inclusion. Addressing these diversity and equity related issues is central to our region’s future prosperity. Metro’s Diversity, Equity and Inclusion team helps develop standards and provides coordination and resources to create inclusive processes and conditions that allow everyone to participate in making this a great place today and for generations to come. Imagine a region where every person, regardless of race, ethnicity, gender or ability, • can enjoy clean air and water and explore nature nearby • has safe and reliable transportation choices • earns equal incomes across education levels • lives in affordable housing in a safe neighborhood • contributes to our region’s leadership on climate change



METRO’S DIVERSITY, EQUITY AND INCLUSION PROGRAM

Metro created the Diversity, Equity and Inclusion (DEI) program in September 2014 to better coordinate its efforts to cultivate diversity, advance equity and practice inclusion. The DEI team aligns ongoing work in the Diversity Action Plan, Equity Strategy, and inclusive public involvement practices to strategically coordinate efforts to achieve equitable outcomes and strengthen relationships with diverse communities.

PROGRAM GOALS INCLUDE:

Diversity - Increase internal awareness and sensitivity to diversity issues. • Increase recruitment, hiring and retention of diverse employees. • Ensure Metro’s public engagement and committees serve and represent the diversity of the region. • Increase contracting opportunities for minority and women-owned businesses.

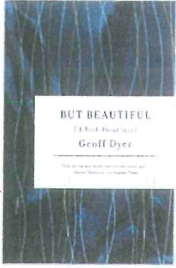
Equity - Develop and implement a Metro-specific strategy to advance equity across the region’s desired outcomes. • Build institutional capacity inside Metro to understand, adopt and practice equity. • Create meaningful engagement and capacity-building opportunities for underserved communities.

Inclusion - Build and maintain long-term, meaningful relationships with community based organizations that serve diverse communities. • Engage community members using the language or communication method that meets their needs.

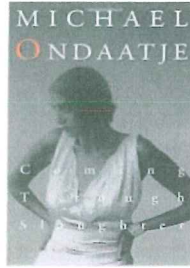
HELPING YOU MAKE A DIFFERENCE Each of us has a role to play to help address systemic inequities that impact our communities and help create an equitable region for everyone who calls this area home. The DEI team is available to help support you, your program or your project with strategy guidance and useful resources and tools.

Learn more visit oregonmetro.gov/diversity

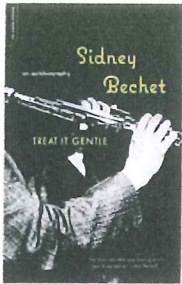
SOURCES CONSULTED AND FURTHER RESOURCES



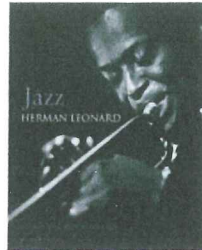
But Beautiful: A Book About Jazz
by Geoff Dyer



Coming Through Slaughter
By Michael Ondaatje



Treat It Gentle: An Autobiography
by Sidney Bechet



Jazz by Herman Leonard

Gunther Schuller, [Early Jazz : Its Roots and Musical Development](#), (New York: Oxford, 1986)

Samuel B. Charters and Leonard Kundstadt, [Jazz: A History of the New York Scene](#), (New York: Da Capo, 1981)

Thomas L Morgan and William Barlow, [From Cakewalks to Concert Halls : An Illustrated History of African American Popular Music, From 1895-1930](#), (Washington, D.C.: Elliott and Clark, 1992)

www.dictionary.com

www.pdxjazz.com

<http://www.nafme.org>

www.portland5.com

"...intentionally cultivating relationships to better serve our diverse community with meaningful performing arts performances and spaces that are welcoming and accessible to everyone."

Nike Greene MA
Education & Community Engagement
Portland'5 Centers for the Arts
nikegreene@portland5.com
503-796-6514

Metro venues pump big bucks into economy

Visitors bring nearly \$1 billion in jobs, spending to region

By ERIN MALASZ
The Tribune

Portland's is one of four venues managed by Metro, Portland's regional government, along with the Oregon Convention Center, the Oregon Zoo and the Portland Expo Center. Combined, these publicly owned visitor venues supported nearly 10,000 jobs and generated about \$680 million in economic activity in Clackamas, Multnomah and Washington counties last fiscal year.

That's an increase of more than 50 percent since 2012, and it means more jobs and more support for businesses around the region.

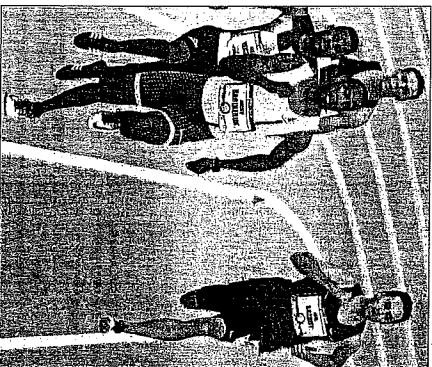
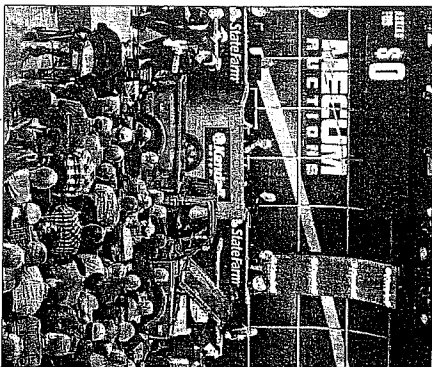
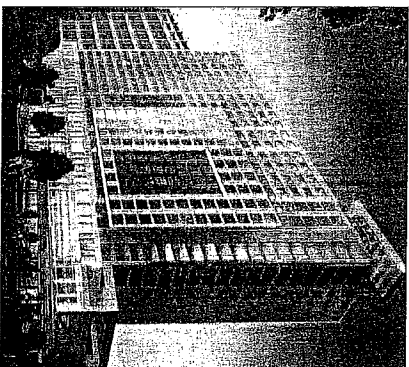
"These types of facilities are one way for government to generate a positive return on investment," said Susan Sieger, principal of Crossroads Consulting and project manager on the economic impact reports. "They're generating both quantitative and qualitative returns to the community."

On performance nights at the Atrium Schmitzer Concert Hall, the tables tend to fill up around the corner at Swank Restaurant. "On average, 80 percent of our reservations on show nights are people going to the show," said Keyra Schlicht, sales and marketing manager for Urban Restaurants Inc., which manages Swank. "It's a huge, huge percent of our business."

The popular pairing of dinner and a show has contributed to making the complex — formerly known as the Portland Center for the Performing Arts — not just an artistic powerhouse in the Portland region but also an economic engine. Last fiscal year, the five theaters attracted 926,000 attendees to 963 performances — and added \$83.4 million to the local economy.

Focus on 'high impact' events

The biggest returns come from the Oregon Convention Center, whose conventions, trade shows, meetings, and more generated \$729.2 million in spending last fiscal year.



Events and exhibits at Metro venues such as the Oregon Zoo (LEFT, TOP), Portland Expo Center (LEFT, BOTTOM) and Oregon Convention Center (RIGHT, BOTTOM) pump millions of dollars into the local economy. Local analysts predict that there will be even more visitors once the Hyatt Regency hotel is built next to the convention center.

THINK THE PHOTOS

draw out-of-town visitors for multiple days, the convention center generates more spending than the other venues. Big, multi-day conventions and trade shows can pack local hotels and restaurants, bringing significant investment to Portland that otherwise would go to another region. On average, these events attract spend \$404 per day while visiting Portland, the report said.

This is among the chief reasons why the Metro Council is advancing a hotel project adjacent to the convention center. Construction of the Hyatt Regency Portland is planned to

begin in 2016 and is expected to create 2,000 jobs during construction and support 950 permanent jobs after it opens in 2019.

"As stewards of these facilities, it is our responsibility to invest wisely to generate healthy returns for the region. Metro has a good track record for doing this," said Metro Council President Tom Hughes. Attracting more multi-day conventions and trade shows is central to the convention center's business strategy — a plan that appears to be working.

For example, the annual Portland Marathon, which is held in late September, is a major draw for out-of-town visitors. Another focus has been attracting large-scale sporting

events. The Oregon Zoo and the Expo Center have employed similar strategies to attract more events, attendees and visitors. The Expo Center emphasized national consumer shows and trade shows, including the Meemum Auction, a new event this year featuring a live auction of collector and classic cars, motorcycles and other memorabilia. The auction drew nearly 9,000 people for its Portland debut.

Portland's started presenting events in 2015, booking performers like Bela Fleck, Black Violin and the National Geographic Live speaker series. The venues also have staged more Broadway shows like "Wicked" and "The Book of Mormon" — big-name musicals that tend to attract more out-of-town visitors. In a two-week run this year, "The Book of Mormon" drew more than 45,000 attendees.

Capital investments mean local jobs

Event tickets, hotel stays and restaurant meals are just part of the venues' financial picture. They also contribute to Portland's economy through employee salaries, capital investments and, in the Oregon Zoo's case, hundreds of tons of food. Last year, the animals that helped draw about 1.5 million visitors to the zoo consumed 250,000 pounds of hay, 58,000 pounds of yams, 28,000 pounds of apples, and much more. The zoo purchases the produce from suppliers in Clackamas and Portland, supporting local businesses and the local farmers who grow much of the food.

"Our zoo is much more than a destination," said Dr. Don Moore, director of the Oregon Zoo. "Through investing in better habitats, better visitor experience, and community events, we draw more people through our gates to learn about how they can save these animals in the wild. With every new visitor to elephant lands or Zooflights, we help create a better future for wildlife."

planning eight major capital projects as part of a \$125 million bond passed by voters in 2008. Some projects already are finished and open to visitors, including Condors of the Columbia and Elephant Lands. Construction crews are finishing work on a new education center, and planning is in progress for a new polar bear habitat scheduled to open in 2019. In addition to improving sustainability, supporting animal welfare and educating visitors, these investments create employment for construction workers, architects and others in the region.

Public venues, public mission

Along with their economic mission, the venues are focusing on contributing to the community, too.

Last year Portland's launched a program to reach greater Portland students with free and culturally diverse performances. The program is offered to schools with a high percentage of low-income students, and Portland's provides transportation to and from the concert halls and live streaming for classrooms not in attendance. This year they're expanding the program and expect to reach more than 20,000 students.

The Expo Center hosted an event in May to commemorate two tragedies in Portland's history: the Vapour flood and the Portland Assembly Center. In partnership with students and teachers from Beaumont Middle School, the event honored survivors of the tragedies and educated attendees about local history. Attendees watched a student-created documentary, and survivors were invited to give oral histories to student historians.

"When we heard about the Beaumont students' project, we were very impressed," said Matthew Rotchford, director of the Expo Center. "We wanted to give them an opportunity to showcase their work on a