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# **MERC Commission Meeting**

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April 5, 2017  
12:30 pm

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Oregon Zoo  
4001 SW Canyon Road  
Education Center

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# Metro respects civil rights

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

## Thông báo về sự Metro không kỳ thị của

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

## Повідомлення Metro про заборону дискримінації

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

## Metro 的不歧視公告

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

## Ogeysiiska takooris la'aanta ee Metro

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

## Metro의 차별 금지 관련 통지서

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

## Metroの差別禁止通知

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

**ការម** Metro  
ការគោរពសិទ្ធិពលរដ្ឋរបស់ ១ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro  
ឬដើម្បីទទួលបានការបណ្តឹង រឿងអំពីសូមចូលទស្សនាគេហទំព័រ  
[www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights)  
បើលោកអ្នកត្រូវការអនុបកប្រែភាសានៅពេលអង្គ  
បុណ្យសាធារណៈ សូមទូរស័ព្ទលេខ 503-797-1890 (ម៉ោង 8 រឿងអស់ម៉ោង 5 ល្ងាច  
ថ្ងៃអាទិត្យ) ប្រាំពីរថ្ងៃ  
មុនថ្ងៃបុណ្យសាធារណៈ ឬទូរស័ព្ទលេខ 503-797-1890

## إشعار بامتثال Metro من

إشعار بامتثال Metro لحقوق وقلالمذنية. للمزيد من المعلومات حول برنامج Metro لحقوق وقلالمذنية أو لإبداء شكوى خالته ميميزي رجي زيارة الموقع الإلكتروني [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). إن كنت بحاجة إلى مساعدة في اللغة، ي ج ب ع ل ي ك الاتصال مقدم ب ر ق ل ه ا ت ف 503-797-1890 من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة قبل خمسة ( ) أيام عمل من موعد الاجتماع.

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

## Notificación de no discriminación de Metro

Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Si necesita asistencia con el idioma, llame al 503-797-1890 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

## Уведомление о недопущении дискриминации от Metro

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

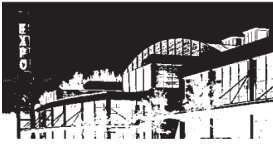
## Avizul Metro privind nediscriminarea

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

## Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

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





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

www.oregonmetro.gov



# Metro | *Exposition Recreation Commission*

## Agenda

Meeting: Metro Exposition Recreation Commission Meeting  
Date: Wednesday, April 5, 2017  
Time: 12:30 – 2:30p.m.  
Place: Oregon Zoo, Education Center

### CALL TO ORDER

- |       |      |  |   |
|-------|------|--|---|
| 12:30 | 1.   | <b>QUORUM CONFIRMED</b>  |   |
| 12:35 | 2.   | <b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b>  |   |
| 12:40 | 3.   | <b>COMMISSION/COUNCIL LIAISON COMMUNICATIONS</b>   | <b>Karis Stoudamire-Phillips, Sam Chase</b>               |
| 12:45 | 4.   | <b>GM COMMUNICATIONS</b>   | <b>Scott Cruickshank</b>                                  |
| 12:50 | 5.   | <b>FINANCIAL REPORT</b>  | <b>Ben Rowe</b>   |
| 12:55 | 6.   | <b>VENUE BUSINESS REPORTS</b>  | <b>Robyn Williams, Matthew P. Rotchford, Matt Pizzuti</b> |
| 1:10  | 7.   | <b>DIVERSITY ACTION PLAN UPDATE</b>  | <b>Kari Meyer, Patty Unfred</b>                           |
| 1:35  | 8.   | <b>ZOO BOND/EDUCATION CENTER UPDATE</b>  | <b>Heidi Rahn, Grant Spickelmier</b>                      |
| 1:55  | 9.   | <b>CONSENT AGENDA</b>  |   |
|       |      | <ul style="list-style-type: none"> <li>• Record of MERC Actions, March 1, 2017</li> <li>• Ethics approval for Travel Portland FAM, June 1-4, 2017</li> </ul>   |   |
| 2:00  | 10.0 | <b>ACTION AGENDA</b>   |   |
|       | 10.1 | <b>Resolution 17-08:</b> For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local B-20   | <b>Ross Hume</b>  |
|       | 10.2 | <b>Resolution 17-09:</b> For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28-1   | <b>Ross Hume</b>  |
|       | 10.3 | <b>Resolution 17-10:</b> For the purpose of selecting Hollywood Lights, Inc. for the lighting system replacement project in the Newmark Theater and Dolores Winningstad Theater at Portland’s Centers for the Arts | <b>Robyn Williams</b>                                     |
|       | 10.4 | <b>Resolution 17-11:</b> For the purpose of approving the contract amendment with Portland Mechanical Contractors (PMC) for “On-Call Plumbing Maintenance and Repair” at the Oregon Convention Center (OCC).       | <b>Matt Pizzuti</b>                                       |

**ADJOURN**

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# **MERC Commission Meeting**

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April 5, 2017  
12:30 pm

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5.0 Financial Report

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FEBRUARY 2017

FINANCIAL INFORMATION

*For Management Purposes only*



**OREGN**

Oregon  
Convention  
Center



# Memo



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

Date: April 5, 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 February Fiscal Year 2016-17

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## **Executive Summary January 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 8.3% below the prior year, however 11.0% above the three-year historical YTD average. Year to date rent and event charges for services closed 5.7% (\$1.1 million) below the prior year however, food and beverage closed 11.9% (-\$1.6 million) below the prior year. Total YTD MERC revenues closed 2.8% (\$1.2 million) below the prior year, 15% above the three-year historical average, and 6% above budget projections. Transient Lodging Tax (TLT) is performing 13% (\$1.2 million) over the prior year and 28% above the three-year historical average. If this trend continues, another significant deposit will go into our TLT pooled capital account providing much needed funding for OCC and Expo capital projects. Total YTD MERC expenses closed in parity with the prior year, 11.7% above the three-year historical average, and 4% 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 February events and attendance are respectively 8% and 25% above the three-year historical average.

	2016		2017		Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
<b>Total MERC Venues</b>						
1 <sup>st</sup> Quarter	293	329,836	284	342,829	(9), (3%)	12,993, 4%
2 <sup>nd</sup> Quarter	462	497,534	443	513,411	(19), (4%)	15,877, 3%
January	118	214,190	97	165,003	(21), (18%)	(49,187), (23%)
February	169	255,663	182	248,019	13, 8%	(7,644), (3%)
<b>Year to Date</b>	<b>1,042</b>	<b>1,297,223</b>	<b>1,006</b>	<b>1,269,262</b>	<b>(36), (3%)</b>	<b>(27,961), (2%)</b>

### MERC Venues Revenues & Expense

Total MERC event revenues (charges for services and food & beverage) in February closed 3.5% higher than February 2016. Total venue expenses for February closed 1% below the prior year.

#### Food & Beverage

The total MERC venues food and beverage margin for February is 30.7% and 21.1% YTD, 0.5% above the three-year historical YTD average.

#### Net Operations

Total MERC YTD net operations are \$1.1 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 \$1.6 million 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	9,145,965	10,833,251	13,632,548	12,009,932	11,203,921	7.2%	-11.9%	
Charges for Services	12,812,461	15,535,961	19,049,688	17,962,732	15,799,370	13.7%	-5.7%	
Lodging Tax	6,882,977	8,640,855	9,387,230	10,626,232	8,303,687	28.0%	13.2%	
Other	600,182	377,117	255,569	534,273	410,956	30.0%	109.1%	
<b>Total Revenues</b>	<b>29,441,586</b>	<b>35,387,183</b>	<b>42,325,036</b>	<b>41,133,168</b>	<b>35,717,935</b>	<b>15.2%</b>	<b>-2.8%</b>	
<b>Expenses</b>								
Food and Beverage	8,060,465	8,575,783	10,040,476	9,466,825	8,892,241	6.5%	-5.7%	
Personnel Services	10,929,350	11,617,035	12,639,889	13,040,563	11,728,758	11.2%	3.2%	
Materials and Services	7,106,166	8,135,083	10,126,044	9,989,239	8,455,765	18.1%	-1.4%	
Other Operating Expense	3,373,278	3,799,811	3,908,681	4,121,946	3,693,923	11.6%	5.5%	
<b>Total Operating Expense</b>	<b>29,469,259</b>	<b>32,127,713</b>	<b>36,715,091</b>	<b>36,618,574</b>	<b>32,770,688</b>	<b>11.7%</b>	<b>-0.3%</b>	
<b>Net Operations</b>	<b>(27,674)</b>	<b>3,259,471</b>	<b>5,609,945</b>	<b>4,514,595</b>	<b>2,947,247</b>	<b>53.2%</b>	<b>-19.5%</b>	
<b>Food &amp; Beverage Margins</b>	<b>11.9%</b>	<b>20.8%</b>	<b>26.3%</b>	<b>21.2%</b>	<b>20.6%</b>	<b>0.5%</b>	<b>-5.2%</b>	

### Oregon Convention Center

February revenues closed 11% (\$449,000) above February 2016, 17% above the three-year historical monthly average, and 10% above budget projections. OCC recorded a higher than average ratio of charges for services revenues compared to food & beverage revenues in January 2017 and vice versus in February. This dynamic is due to timing of event settlements and Aramark fiscal period closings. Year to date event related revenue is on par with historical averages. We expect subsequent months to show normal revenue ratios. OCC hosted 1 (2%) more event and 42,987 (44%) fewer attendees in February compared to the prior year. February events and attendance are respectively 47% above and 35% below the three-year historical monthly average. February expenses closed 6% below the prior year, 9% above the three-year historical average, and 3% below February budget projections. OCC's YTD food and beverage margin is 18.6%, 8% below the prior YTD margin.

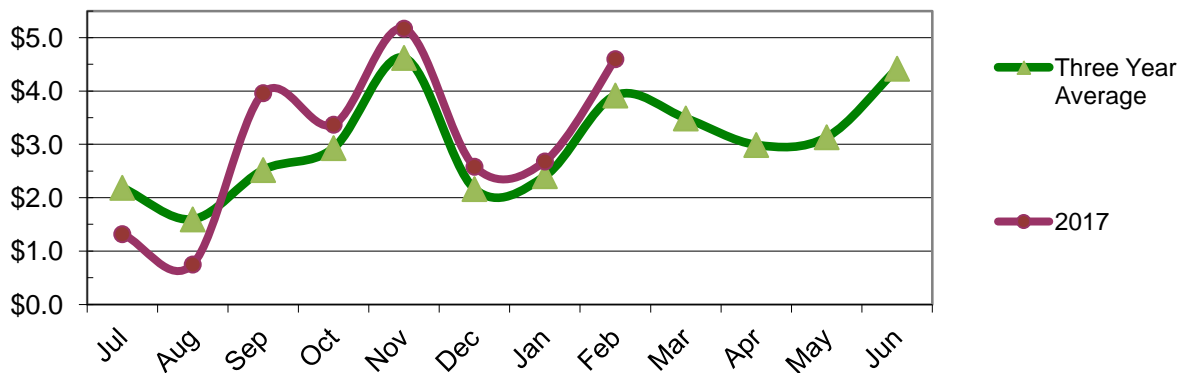
### Highest Grossing Events

Event*	Gross Event Revenue	% of February Event Revenue
Bible Study Fellowship	\$422,490	20%
Wizard World Comic Con	292,272	13%
Oregon Wine Symposium	209,401	10%
Catholic Charities	129,635	6%
All other Events	1,111,616	51%
<b>Total</b>	<b>\$2,165,413</b>	<b>100%</b>

\*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.

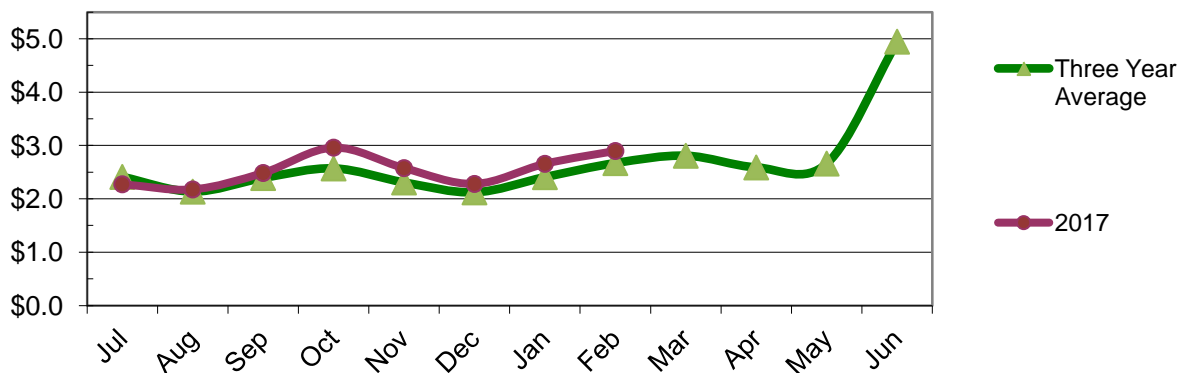
### OCC Program Revenues by Month

Shown in Millions



### OCC Program Expense by Month

Shown in Millions





### Portland's Centers for the Arts

Portland's February revenues closed 15% (\$206,000) above the prior year and just shy of its record setting February in 2016. February closed 20% (\$254,000) above its three-year historical monthly average and 14% above budget expectations. Portland's hosted 12 (13%) more performances and 29,508 (40%) more attendees compared to the prior year. February performances and attendance are 8% and 25% respectively above the three-year historical monthly average. February expenses closed 11% above the prior year, 29% above the three-year historical average and 3% below February budget projections. Portland's YTD food and beverage margin is 31%, 3% above the prior YTD margin.

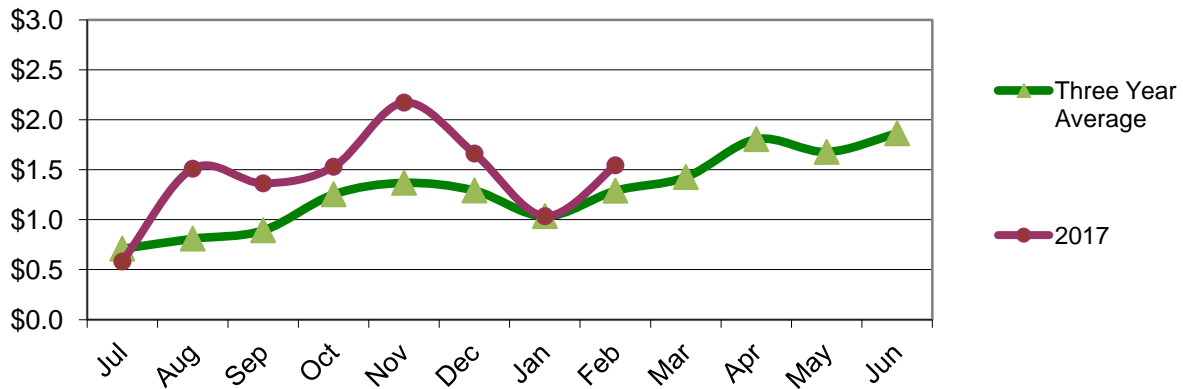
### Highest Grossing Events

Event*	Gross Event Revenue	% of February Event Revenue
The Illusionists	\$211,625	18%
Swan Lake	117,137	10%
Matilda	67,656	6%
Experience Hendrix	64,369	5%
All other Events	723,573	61%
<b>Total</b>	<b>\$1,184,360</b>	<b>100%</b>

\*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.

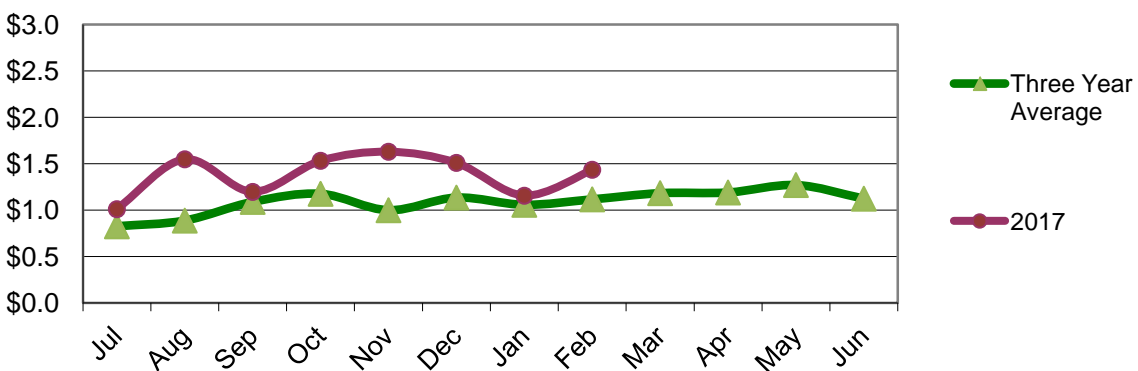
### P5CA Program Revenue by Month

Shown in Millions



### P5CA Program Expense by Month

Shown in Millions



### Portland Expo Center

Expo's set a new gross revenue record in February closing 32% (\$292,000) above the three-year historical average! Expo hosted the same number of events as the prior year, however, 5,835 (7%) more attendees. Events and attendance performed 34% and 30%, respectively, above the three-year historical February average. Expo's February expenses closed 8% above the prior year, 19% above the three-year historical monthly average, and 10% above budget projections. Expo's YTD food & beverage margin is 20%, 2% below the prior YTD margin.

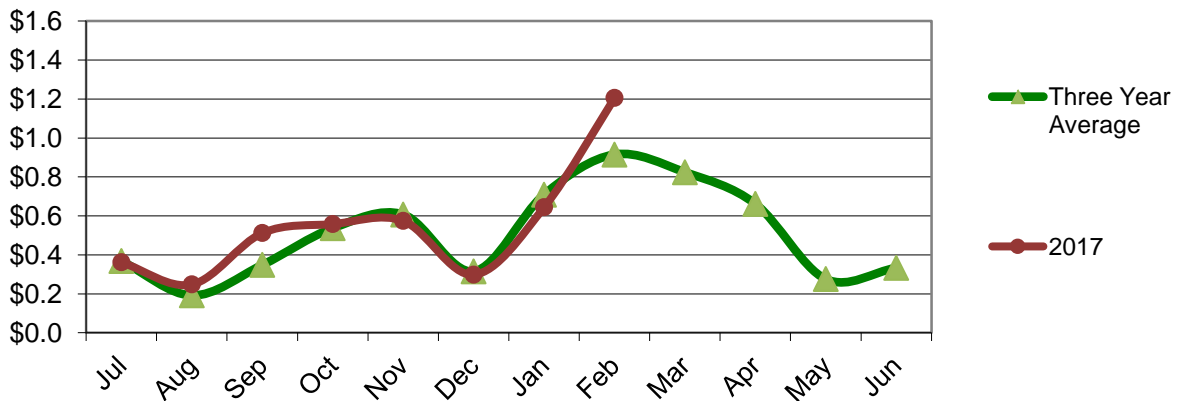
### Highest Grossing Events

Event*	Gross Event Revenue	% of February Event Revenue
Pacific Northwest Sportsman's & Sport Fishing Boat Show	\$616,593	55%
Portland Spring Home and Garden Show	209,662	19%
KidFest! – SportFest! Multi Sport & Fitness Expo	69,316	6%
Cannabis Collaborative Conference	53,848	5%
All other Events	169,041	15%
<b>Total</b>	<b>\$1,118,459</b>	<b>100%</b>

\*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.

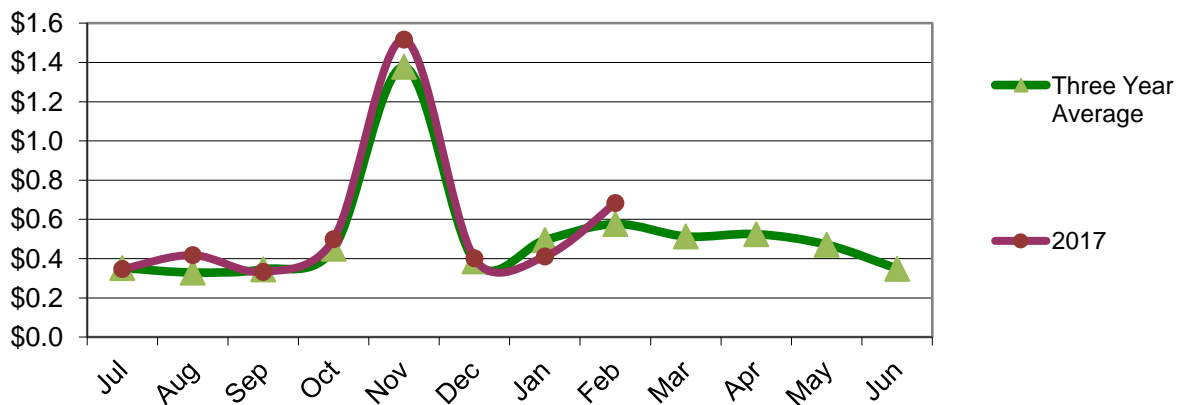
### Expo Program Revenue by Month

Shown in Millions



### Expo Program Expense by Month

Shown in Millions



# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Departments

February 2017

	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
<b>Operations</b>							
Charges for Services	2,533,353	3,181,030	17,962,732	19,049,688	25,283,884	94.29%	71.04%
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	2,236,630	1,425,712	12,009,932	13,632,548	17,248,329	88.10%	69.63%
Grants	-	-	8,055	-	55,000	0.00%	14.65%
Interest Earnings	47,368	27,984	199,934	160,673	171,000	124.44%	116.92%
Lodging Tax	2,604,499	1,951,298	10,626,232	9,387,230	11,964,317	113.20%	88.82%
Miscellaneous Revenue	18,663	28,166	139,620	94,897	103,440	147.13%	134.98%
Transfers-R	23,333	-	186,664	-	330,000	0.00%	56.56%
Visitor Development Fund Alloc	-	-	-	-	6,468,315	0.00%	0.00%
<b>Total Revenues</b>	<b>7,463,845</b>	<b>6,614,190</b>	<b>41,133,168</b>	<b>42,325,036</b>	<b>62,994,432</b>	<b>97.18%</b>	<b>65.30%</b>
Capital Outlay	-	-	-	-	-	0.00%	0.00%
Food & Beverage Services	1,549,435	1,192,130	9,466,825	10,040,476	13,985,429	94.29%	67.69%
Materials and Services	1,243,038	1,955,589	9,989,239	10,126,044	17,350,339	98.65%	57.57%
Personnel Services	1,675,682	1,623,875	13,040,563	12,639,889	20,310,932	103.17%	64.20%
Transfers-E	603,393	328,045	4,121,946	3,908,681	9,814,830	105.46%	42.00%
Visitor Development Marketing	-	-	-	-	486,118	0.00%	0.00%
<b>Total Expenditures</b>	<b>5,071,548</b>	<b>5,099,640</b>	<b>36,618,574</b>	<b>36,715,091</b>	<b>61,947,648</b>	<b>99.74%</b>	<b>59.11%</b>
<b>Net Operations</b>	<b>2,392,298</b>	<b>1,514,550</b>	<b>4,514,595</b>	<b>5,609,945</b>	<b>1,046,784</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	318,750	193,750	637,501	164.52%	50.00%
Grants	90,048	-	108,512	30,980	-	350.26%	0.00%
Miscellaneous Revenue	-	2,455	4,317	2,455	-	175.84%	0.00%
Transfers-R	26,667	-	213,336	-	320,000	0.00%	66.67%
<b>Total Revenues</b>	<b>116,715</b>	<b>2,455</b>	<b>644,915</b>	<b>227,185</b>	<b>957,501</b>	<b>283.87%</b>	<b>67.35%</b>
Capital Outlay	(206,216)	48,100	2,233,115	1,148,105	14,418,744	194.50%	15.49%
Materials and Services	419,618	-	507,011	18,571	46,000	2730.12%	1102.20%
<b>Total Expenditures</b>	<b>213,402</b>	<b>48,100</b>	<b>2,740,126</b>	<b>1,166,676</b>	<b>14,464,744</b>	<b>234.87%</b>	<b>18.94%</b>
<b>Net Capital</b>	<b>(96,687)</b>	<b>(45,645)</b>	<b>(2,095,211)</b>	<b>(939,491)</b>	<b>(13,507,243)</b>		
<b>12 Month Fund Balance Increase</b>	<b>2,295,611</b>	<b>1,468,905</b>	<b>2,419,384</b>	<b>4,670,454</b>	<b>(12,460,459)</b>		

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Convention Center Operating Fund

February 2017

	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
<b>Operations</b>							
Charges for Services	974,684	1,700,914	7,205,184	8,797,974	10,764,464	81.9%	66.9%
Enhanced Marketing VDF	-	-	-	-	486,118	0.0%	0.0%
Food and Beverage Revenue	1,347,106	752,071	8,185,179	9,999,543	12,000,000	81.9%	68.2%
Grants	-	-	8,055	-	-	0.0%	0.0%
Interest Earnings	19,021	13,220	71,290	59,408	75,000	120.0%	95.1%
Lodging Tax	2,316,333	1,724,316	9,450,528	8,295,274	10,593,288	113.9%	89.2%
Miscellaneous Revenue	9,687	19,385	55,825	37,213	17,000	150.0%	328.4%
Transfers-R	(67,396)	(58,987)	(539,167)	(471,894)	(758,751)	114.3%	71.1%
Visitor Development Fund Alloc	-	-	-	-	5,771,546	0.0%	0.0%
<b>Total Revenues</b>	<b>4,599,435</b>	<b>4,150,920</b>	<b>24,436,894</b>	<b>26,717,517</b>	<b>38,948,665</b>	<b>91.5%</b>	<b>62.7%</b>
Food & Beverage Services	1,020,292	746,982	6,661,102	7,344,687	9,762,922	90.7%	68.2%
Materials and Services	675,705	1,275,828	5,140,769	5,897,814	10,217,186	87.2%	50.3%
Personnel Services	841,061	869,767	6,706,942	6,739,175	10,892,021	99.5%	61.6%
Transfers-E	360,681	191,339	1,800,782	1,718,606	6,790,481	104.8%	26.5%
Visitor Development Marketing	-	-	-	-	486,118	0.0%	0.0%
<b>Total Expenditures</b>	<b>2,897,738</b>	<b>3,083,916</b>	<b>20,309,595</b>	<b>21,700,282</b>	<b>38,148,728</b>	<b>93.6%</b>	<b>53.2%</b>
<b>Net Operations</b>	<b>1,701,696</b>	<b>1,067,004</b>	<b>4,127,299</b>	<b>5,017,236</b>	<b>799,937</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	199,219	121,094	398,438	164.5%	50.0%
Grants	90,048	-	97,548	-	-	0.0%	0.0%
Miscellaneous Revenue	-	2,455	4,317	2,455	-	175.8%	0.0%
Transfers-R	26,667	-	213,336	540,000	1,695,000	39.5%	12.6%
<b>Total Revenues</b>	<b>116,715</b>	<b>2,455</b>	<b>514,420</b>	<b>663,549</b>	<b>2,093,438</b>	<b>77.5%</b>	<b>24.6%</b>
Capital Outlay	(110,474)	2,455	836,051	273,212	6,913,959	306.0%	12.1%
Materials and Services	309,572	-	309,794	18,571	-	1668.2%	0.0%
<b>Total Expenditures</b>	<b>199,099</b>	<b>2,455</b>	<b>1,145,846</b>	<b>291,783</b>	<b>6,913,959</b>	<b>392.7%</b>	<b>16.6%</b>
<b>Net Capital</b>	<b>(82,384)</b>	<b>-</b>	<b>(631,426)</b>	<b>371,766</b>	<b>(4,820,521)</b>		
<b>12 Month Fund Balance Increase</b>	<b>1,619,313</b>	<b>1,067,004</b>	<b>3,495,873</b>	<b>5,389,001</b>	<b>(4,020,584)</b>		

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts Fund

February 2017

	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
<b>Operations</b>							
Charges for Services	953,886	945,330	8,032,093	7,501,973	10,351,965	107.1%	77.6%
Contributions from Governments	-	-	-	-	871,029	0.0%	0.0%
Contributions from Private Sources	-	-	-	-	13,000	0.0%	0.0%
Food and Beverage Revenue	318,027	187,658	2,342,873	2,236,080	3,252,119	104.8%	72.0%
Grants	-	-	-	-	55,000	0.0%	0.0%
Interest Earnings	15,055	8,343	68,925	68,597	60,000	100.5%	114.9%
Lodging Tax	288,166	226,982	1,175,703	1,091,956	1,371,029	107.7%	85.8%
Miscellaneous Revenue	4,643	4,270	64,519	41,345	61,590	156.1%	104.8%
Transfers-R	(36,852)	(35,701)	(294,817)	(285,609)	(442,226)	103.2%	66.7%
Visitor Development Fund Alloc	-	-	-	-	696,769	0.0%	0.0%
<b>Total Revenues</b>	<b>1,542,925</b>	<b>1,336,882</b>	<b>11,389,296</b>	<b>10,654,342</b>	<b>16,290,275</b>	<b>106.9%</b>	<b>69.9%</b>
Food & Beverage Services	183,322	167,691	1,621,000	1,603,113	2,520,826	101.1%	64.3%
Materials and Services	457,943	510,664	3,828,369	3,236,096	5,126,153	118.3%	74.7%
Personnel Services	625,748	522,364	4,714,763	4,163,432	6,786,405	113.2%	69.5%
Transfers-E	169,512	97,369	869,841	822,192	1,256,191	105.8%	69.2%
<b>Total Expenditures</b>	<b>1,436,525</b>	<b>1,298,089</b>	<b>11,033,973</b>	<b>9,824,832</b>	<b>15,689,575</b>	<b>112.3%</b>	<b>70.3%</b>
<b>Net Operations</b>	<b>106,399</b>	<b>38,794</b>	<b>355,323</b>	<b>829,510</b>	<b>600,700</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	71,719	43,594	95,625	164.5%	75.0%
Grants	-	-	9,964	30,980	-	32.2%	0.0%
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>81,683</b>	<b>74,574</b>	<b>95,625</b>	<b>109.5%</b>	<b>85.4%</b>
Capital Outlay	2,476	45,645	1,209,462	683,773	5,229,405	176.9%	23.1%
Materials and Services	11,827	-	48,242	-	-	0.0%	0.0%
<b>Total Expenditures</b>	<b>14,303</b>	<b>45,645</b>	<b>1,257,704</b>	<b>683,773</b>	<b>5,229,405</b>	<b>183.9%</b>	<b>24.1%</b>
<b>Net Capital</b>	<b>(14,303)</b>	<b>(45,645)</b>	<b>(1,176,021)</b>	<b>(609,199)</b>	<b>(5,133,780)</b>		
<b>12 Month Fund Balance Increase</b>	<b>92,096</b>	<b>(6,851)</b>	<b>(820,699)</b>	<b>220,311</b>	<b>(4,533,080)</b>		

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Expo Fund

February 2017

	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
<b>Operations</b>							
Charges for Services	604,782	534,786	2,725,455	2,749,741	4,167,455	99.1%	65.4%
Food and Beverage Revenue	571,497	485,982	1,481,880	1,396,925	1,996,210	106.1%	74.2%
Interest Earnings	2,038	1,725	8,242	10,219	18,000	80.7%	45.8%
Miscellaneous Revenue	4,333	4,511	19,277	16,339	24,850	118.0%	77.6%
Transfers-R	23,333	(10,278)	186,664	(82,224)	280,000	-227.0%	66.7%
<b>Total Revenues</b>	<b>1,205,983</b>	<b>1,016,726</b>	<b>4,421,517</b>	<b>4,091,000</b>	<b>6,486,515</b>	<b>108.1%</b>	<b>68.2%</b>
Food & Beverage Services	345,821	277,457	1,184,724	1,092,677	1,701,681	108.4%	69.6%
Materials and Services	107,815	157,503	805,029	776,865	1,468,915	103.6%	54.8%
Personnel Services	166,154	161,976	1,185,444	1,163,690	1,765,261	101.9%	67.2%
Transfers-E	63,775	39,337	1,435,673	1,367,883	1,734,308	105.0%	82.8%
<b>Total Expenditures</b>	<b>683,566</b>	<b>636,273</b>	<b>4,610,870</b>	<b>4,401,114</b>	<b>6,670,165</b>	<b>104.8%</b>	<b>69.1%</b>
<b>Net Operations</b>	<b>522,418</b>	<b>380,453</b>	<b>(189,352)</b>	<b>(310,114)</b>	<b>(183,650)</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	47,813	29,063	143,438	164.5%	33.3%
Grants	-	-	1,000	-	-	0.0%	0.0%
Transfers-R	-	-	-	280,000	1,016,740	0.0%	0.0%
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>48,813</b>	<b>309,063</b>	<b>1,160,178</b>	<b>15.8%</b>	<b>4.2%</b>
Capital Outlay	(98,219)	-	187,601	191,120	2,025,380	98.2%	9.3%
Materials and Services	98,219	-	148,975	-	46,000	0.0%	323.9%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>336,576</b>	<b>191,120</b>	<b>2,071,380</b>	<b>176.1%</b>	<b>16.2%</b>
<b>Net Capital</b>	<b>-</b>	<b>-</b>	<b>(287,763)</b>	<b>117,942</b>	<b>(911,202)</b>		
<b>12 Month Fund Balance Increase</b>	<b>522,418</b>	<b>380,453</b>	<b>(477,115)</b>	<b>(192,172)</b>	<b>(1,094,852)</b>		

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Admin Sub Fund

February 2017

	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
<b>Operations</b>							
Interest Earnings	11,255	4,696	51,477	22,449	18,000	229.3%	286.0%
Transfers-R	104,248	104,966	833,985	839,727	1,250,977	99.3%	66.7%
<b>Total Revenues</b>	<b>115,503</b>	<b>109,661</b>	<b>885,462</b>	<b>862,175</b>	<b>1,268,977</b>	<b>102.7%</b>	<b>69.8%</b>
Capital Outlay	-	-	-	-	-	0.0%	0.0%
Materials and Services	1,574	11,594	215,073	215,270	538,085	99.9%	40.0%
Personnel Services	42,719	69,769	433,414	573,593	867,245	75.6%	50.0%
Transfers-E	9,425	-	15,650	-	33,850	0.0%	46.2%
<b>Total Expenditures</b>	<b>53,718</b>	<b>81,363</b>	<b>664,137</b>	<b>788,862</b>	<b>1,439,180</b>	<b>84.2%</b>	<b>46.1%</b>
<b>Net Operations</b>	<b>61,784</b>	<b>28,298</b>	<b>221,325</b>	<b>73,313</b>	<b>(170,203)</b>		
<b>Capital</b>							
Transfers-R	-	-	-	(820,000)	(2,391,740)	0.0%	0.0%
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(820,000)</b>	<b>(2,391,740)</b>	<b>0.0%</b>	<b>0.0%</b>
Capital Outlay	-	-	-	-	250,000	0.0%	0.0%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>250,000</b>	<b>0.0%</b>	<b>0.0%</b>
<b>Net Capital</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(820,000)</b>	<b>(2,641,740)</b>		
<b>12 Month Fund Balance Increase</b>	<b>61,784</b>	<b>28,298</b>	<b>221,325</b>	<b>(746,687)</b>	<b>(2,811,943)</b>		

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

OCC	February 2015		February 2016		February 2017		Net Change from Prior Year		February 2017	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	3	4,583	5	9,359	4	5,319	(1)	(4,040)	603,711	28%
Consumer Public Shows	8	85,239	12	78,268	10	36,953	(2)	(41,315)	746,925	34%
Miscellaneous							-	-	-	0%
Miscellaneous -In-House	12	180	34	716	25	376	(9)	(340)	11,416	1%
Meetings	13	6,552	7	6,136	20	8,221	13	2,085	282,923	13%
Catering	3	1,377	7	4,097	7	4,720	-	623	520,439	24%
<b>Totals</b>	<b>39</b>	<b>97,931</b>	<b>65</b>	<b>98,576</b>	<b>66</b>	<b>55,589</b>	<b>1</b>	<b>(42,987)</b>	<b>\$ 2,165,414</b>	<b>100%</b>

Expo Center	February 2015		February 2016		February 2017		Net Change from Prior Year		February 2017	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	3	72,495	6	79,730	5	82,219	(1)	2,489	953,915	85%
<i>Cirque Du Soleil</i>	-	-	-	-	-	-	-	-	-	0%
Miscellaneous	1	22	1	20	1	3,171	-	3,151	68	0%
Meetings	4	267	4	640	4	238	-	(402)	9,129	1%
Catering	-	-	1	400	1	411	-	11	21,044	2%
Tradeshows/Conventions	-	-	1	3,000	2	3,586	1	586	134,303	12%
<b>Totals</b>	<b>8</b>	<b>72,784</b>	<b>13</b>	<b>83,790</b>	<b>13</b>	<b>89,625</b>	<b>-</b>	<b>5,835</b>	<b>\$ 1,118,459</b>	<b>100%</b>
<b>Totals w/Cirque du Soleil</b>	<b>8</b>	<b>72,784</b>	<b>13</b>	<b>83,790</b>	<b>13</b>	<b>89,625</b>	<b>-</b>	<b>5,835</b>	<b>\$ 1,118,459</b>	<b>100%</b>

Portland '5	February 2015		February 2016		February 2017		Net Change from Prior Year		February 2017	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	5	7,595	8	12,959	5	8,527	(3)	(4,432)	318,485	27%
Broadway	8	21,930	-	-	8	16,821	8	16,821	343,664	29%
Resident Company	27	39,909	26	30,428	31	41,426	5	10,998	213,673	18%
Non-Profit	33	12,474	31	9,747	31	9,386	-	(361)	175,067	15%
Promoted/ Co-Promoted	7	1,280	9	4,708	6	2,726	(3)	(1,982)	54,525	5%
Student	18	14,922	15	15,274	21	23,772	6	8,498	61,382	5%
Miscellaneous	2	162	2	181	1	147	(1)	(34)	17,564	1%
<b>Totals</b>	<b>100</b>	<b>98,272</b>	<b>91</b>	<b>73,297</b>	<b>103</b>	<b>102,805</b>	<b>12</b>	<b>29,508</b>	<b>\$ 1,184,360</b>	<b>100%</b>



# MERC Food and Beverage Margins

February 2017

	Current Month Actual	Prior Year Month Actual	Current Year to Date	Prior Year to Date Actual	Annual Budget
<b>Convention Center Operating Fund</b>					
Food and Beverage Revenue	1,347,106	752,071	8,185,179	9,999,543	12,000,000
Food & Beverage Services	1,020,292	746,982	6,661,102	7,344,687	9,762,922
Food and Beverage Gross Margin	326,814	5,089	1,524,077	2,654,856	2,237,078
Food and Beverage Gross Margin %	24.26%	0.68%	18.62%	26.55%	18.64%
<b>Portland'S Centers for the Arts Fund</b>					
Food and Beverage Revenue	318,027	187,658	2,342,873	2,236,080	3,252,119
Food & Beverage Services	183,322	167,691	1,621,000	1,603,113	2,520,826
Food and Beverage Gross Margin	134,705	19,967	721,873	632,967	731,293
Food and Beverage Gross Margin %	42.36%	10.64%	30.81%	28.31%	22.49%
<b>Expo Fund</b>					
Food and Beverage Revenue	571,497	485,982	1,481,880	1,396,925	1,996,210
Food & Beverage Services	345,821	277,457	1,184,724	1,092,677	1,701,681
Food and Beverage Gross Margin	225,676	208,525	297,157	304,249	294,529
Food and Beverage Gross Margin %	39.49%	42.91%	20.05%	21.78%	14.75%
<b>MERC Fund Total</b>					
Food and Beverage Revenue	2,236,630	1,425,712	12,009,932	13,632,548	17,248,329
Food & Beverage Services	1,549,435	1,192,130	9,466,825	10,040,476	13,985,429
Food and Beverage Gross Margin	687,195	233,581	2,543,106	3,592,071	3,262,900
Food and Beverage Gross Margin %	30.72%	16.38%	21.18%	26.35%	18.92%

# MERC Statement of Fund Balances and Reserves

February 2016

	FY 2017 Through February	FY 2016 Through February	FY 2016 Through June	FY 2017 Annual Budget
<b><u>Oregon Convention Center</u></b>				
Beginning Fund Balance	21,770,042	18,574,045	18,574,045	18,513,545
Fund Balance Inc (Dec)	3,495,873	5,389,001	3,195,997	(4,020,584)
<b>Ending Fund Balance</b>	<b>25,265,915</b>	<b>23,963,046</b>	<b>21,770,042</b>	<b>14,492,961</b>
<i>Contingency - Operating</i>				1,500,000
<i>Contingency - New Capital-Business Strategy</i>				1,821,308
<i>Contingency - Renewal &amp; Replacement</i>				11,171,653
<b>Ending Fund Balance</b>				<b>14,492,961</b>
<b><u>Portland'5 Centers for the Arts</u></b>				
Beginning Fund Balance	13,178,660	10,622,451	10,622,451	11,348,488
Fund Balance Inc (Dec)	(820,699)	220,311	2,556,209	(4,533,080)
<b>Ending Fund Balance</b>	<b>12,357,961</b>	<b>10,842,762</b>	<b>13,178,660</b>	<b>6,815,408</b>
<i>Contingency - Operating</i>				600,000
<i>Contingency - New Capital-Business Strategy</i>				2,004,255
<i>Contingency - Renewal &amp; Replacement</i>				4,211,153
<b>Ending Fund Balance</b>				<b>6,815,408</b>
<b><u>Expo</u></b>				
Beginning Fund Balance	2,843,104	3,167,865	3,167,865	2,798,742
Fund Balance Inc (Dec)	(477,115)	(192,172)	(324,760)	(1,094,852)
<b>Ending Fund Balance</b>	<b>2,365,989</b>	<b>2,975,693</b>	<b>2,843,105</b>	<b>1,703,890</b>
<i>Contingency - Operating</i>				350,000
<i>Contingency - New Capital-Business Strategy</i>				1,353,890
<i>Contingency - Renewal &amp; Replacement</i>				-
<b>Ending Fund Balance</b>				<b>1,703,890</b>
<b><u>MERC Administration</u></b>				
Beginning Fund Balance	14,171,403	8,001,482	8,001,481	8,188,922
Fund Balance Inc (Dec)	221,325	(746,687)	6,169,921	(2,794,443)
<b>Ending Fund Balance</b>	<b>14,392,728</b>	<b>7,254,795</b>	<b>14,171,402</b>	<b>5,394,479</b>
<i>Contingency - Operating</i>				65,000
<i>Contingency - Renewal &amp; Replacement</i>				1,576,837
<i>Contingency - TLT Pooled Capital</i>				3,752,642
<b>Ending Fund Balance</b>				<b>5,394,479</b>
<b><u>MERC Fund</u></b>				
Beginning Fund Balance	51,963,209	40,365,843	40,365,842	40,849,697
Fund Balance Inc (Dec)	2,419,384	4,670,453	11,597,367	(12,442,959)
<b>Ending Fund Balance</b>	<b>54,382,593</b>	<b>45,036,296</b>	<b>51,963,209</b>	<b>28,406,738</b>

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# **MERC Commission Meeting**

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April 5, 2017  
12:30 pm

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7.0 Diversity Action  
Plan Update

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# Diversity Action Plan

DRAFT

(revised 3/27/17)

Report subheading

March 2017

If you picnic at Blue Lake or take your kids to the Oregon Zoo, enjoy symphonies at the Schnitz or auto shows at the convention center, put out your trash or drive your car – we’ve already crossed paths.

**So, hello. We’re Metro – nice to meet you.**

In a metropolitan area as big as Portland, we can do a lot of things better together. Join us to help the region prepare for a happy, healthy future.

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## Vision:

Metro values diversity by demonstrating respect for the perspective of others and appreciation for the strength of individual and group differences.

Metro practices inclusion by:

- developing culturally proficient staff at every level to best serve all residents of the region,
- empowering staff to bring their complete identities to work,
- recognizing and valuing multicultural skills and norms as integral to our primary job functions.

Metro's culture supports and encourages employees' efforts to take personal and collective responsibility for advancing diversity, equity and inclusion at the agency and across the greater Portland region.

## Diversity:

Differences among people include dimensions of race, ethnicity, gender, age, religion, nationality, language preference, socioeconomic status, disability, sexual orientation, and gender identity. There are also differences related to work style, life experience, education, beliefs and ideas. Honoring these differences while upholding our value of respect is central to our diversity philosophy.

## Introduction:

Metro understands diversity, equity, and inclusion to be interconnected strategies to advance opportunity for Metro staff and the people in the region. This Diversity Action Plan relates to other efforts in these areas such as the Strategic Plan to Advance Racial Equity, Diversity and Inclusion (Strategic Plan). The Diversity, Equity and Inclusion (DEI) program is responsible for aligning the Strategic Plan with Metro's Diversity Action Plan (DAP).

**Cultural proficiency:** A comprehensive collection of behavior, attitudes, practices, and policies that creates an inclusive environment for people of diverse backgrounds. Culturally proficient organizations have the awareness, knowledge base and learned skills to effectively and sensitively work with and provide services to people of diverse backgrounds.

While the two plans have similar, often overlapping goals, the former focuses on identifying and addressing the barriers facing communities of color as an effective path to achieving equitable outcomes while the DAP develops and improves an inclusive work culture that celebrates all dimensions of diversity. The plans inform and support each other and work groups may achieve progress in both plans. DEI staff is responsible for providing clear communications support to assist leadership and staff to better understand and convey the comprehensive nature of the DEI work taking place at Metro. DEI staff also recommend and provide resources to support the work.

## Background:

Building on the work initiated by Metro staff to advance diversity, the Metro Council adopted an enhanced and expanded Diversity Action Plan in 2012 with four goals related to workplace culture, recruitment and retention, public involvement and procurement. Core teams associated with each of the goal areas worked to accomplish action items identified in the plan. After five years staff reviewed the process, progress and results and developed an updated plan that retains the four central goals and also provides:

- alignment with Metro’s Strategic Plan to Advance Racial Equity, Diversity and Inclusion, which was adopted in 2016,
- a strengthened set of measures and an evaluation process to track success,
- changes to the implementation structure to provide efficient and effective operations and progress toward goals.



The Diversity Action Plan includes goals, objectives and actions that address individual and interpersonal biases that impact the workplace culture at Metro. By improving awareness of cultural differences and developing a culturally proficient workforce Metro will be better prepared to serve all people of the region.

We will know that we have achieved cultural proficiency when all Metro employees have the skills and tools they need to effectively implement procedures, programs and policies that improve outcomes for all people of greater Portland.

Metro will develop a welcoming, inclusive culture to attract and retain a diverse workforce. A diverse workforce will reflect and engage the increasingly diverse people

of the region. Engaged community members will shape decision-making and ensure the equitable investment of public dollars.



## About this document:

This Diversity Action Plan (DAP) includes these elements:

- The DAP prescribes several concurrent approaches to achieve long-term goals that advance diversity and improve how Metro serves all people of the region.
- The DAP's goals, objectives, actions: Four long-term goals will advance diversity. Each goal contains several objectives that will be achieved by multiple, associated, specific actions.
- Measurement: Key measures to track progress are associated with each goal.
- Implementation structure: A framework for implementation is outlined that includes participation of Metro leadership and staff from across Metro.
- Reporting: Progress in each of the goal areas is reported annually to Metro Council, staff, and the public.

This plan does not address physical accessibility of Metro facilities and properties. Metro is addressing accessibility issues through capital project outside of the DAP as part of Metro's agency goals.

**GOAL 1: Metro’s workplace culture fosters and celebrates all dimensions of diversity.**

Metro will provide trainings, learning opportunities, support staff development, and foster dialogue to achieve staff awareness and sensitivity to all dimensions of diversity. This culturally proficient workforce will be better equipped to provide service and carry out Metro programs, policies and processes to the benefit of greater Portland.

**MEASUREMENT METHODS:** Biannual Cultural Compass survey, *employee evaluation process (PACe) TBD, and DEI internal communication measure TBD*

MEASURE	TARGET
Overall agreement ratio with the statement: “Our organization is taking sufficient action to address and foster diversity.”	<i>TBD</i>
Overall agreement ratio with the statement: “All employees regardless of their differences are respected and valued for their contribution to our organization.”	<i>TBD</i>
Overall agreement ratio with the statement: “My immediate supervisor or manager supports or acts on our organization’s diversity goals and processes.”	<i>TBD</i>
<i>PACe measure TBD see action in 1.1</i>	<i>Requires baseline</i>
<i>DEI internal communication measure TBD see action in 1.2</i>	<i>Requires baseline</i>

**OBJECTIVE 1.1:** Metro develops a culturally proficient workforce.

ACTION	START YEAR
Provide required trainings to develop foundational individual and interpersonal cultural competencies for all staff.	Fiscal year 2017/2018
Provide additional customized trainings to further develop cultural competencies and deepen understanding for these groups: <ul style="list-style-type: none"> <li>• Elected and appointed officials</li> <li>• Senior leadership team</li> <li>• Managers (including hiring managers) and supervisors</li> <li>• DEI staff, collaborators and facilitators</li> <li>• Customer service/frontline staff</li> <li>• Human Resources staff</li> <li>• <i>Other groups pending training plan</i></li> </ul>	Fiscal year 2017/2018
Provide comprehensive review of all competencies during new employee onboarding to establish awareness of foundational cultural competencies and importance to Metro.	Fiscal year 2018/2019
Include evaluation of foundational individual and interpersonal competencies in the employee evaluation process (PACe).	After Fiscal year 2018/19

**Metro agency-wide training plan:**

This is a comprehensive staff development roadmap to develop skills and abilities of all staff including the necessary competencies and skills to implement the Diversity Action Plan and the Strategic Plan to Advance Racial Equity, Diversity, and Inclusion. The plan includes an overall organizational goal for racial equity training, the specific core competencies desired, recommended trainings to develop those core competencies, and recommended delivery and accountability mechanisms. Completion and implementation scheduled for summer 2017.

**OBJECTIVE 1.2:** Metro values an inclusive work environment where respect for all dimensions of diversity is demonstrated.

ACTION	START YEAR
Provide a variety of speakers, events and conversations to raise awareness of diversity among staff and enhance understanding and appreciation of cultural differences.	Fiscal year 2017/2018
Improve internal communication by using accessible methods, resources and tools to share DEI information, articles, conversations, trainings and learning opportunities with staff.	Fiscal year 2017/2018
Improve staff access to internal communication methods, resources and tools as they relate to DEI information, articles, conversations, trainings and learning opportunities.	Fiscal year 2018/2019
Provide content and methods for Metro managers and employees to engage in regular conversation about diversity, equity, inclusion and cultural proficiency.	Fiscal year 2017/2018
Develop a survey question for the internal staff survey that evaluates effectiveness of DEI internal communication methods, resources and tools as they relate to staff DEI competency.	After Fiscal year 2018/2019
Develop a system to encourage, recognize and reward multi-language proficiency of Metro staff.	After Fiscal year 2018/2019

**GOAL 2: Diversity of Metro staff at all job classification levels reflects the demographics of the region.**

Diversity in the workforce establishes a culture that strengthens the agency and allows Metro to better serve all people of the region. Actions complement efforts from Goal C Objective 3 of the Strategic Plan to diversify the racial and ethnic makeup of Metro staff and will increase diversity in all dimensions to closely reflect the demographics of the region.

**MEASUREMENT METHODS:** Human Resources tracking and reporting, recruitment data analysis, Metro internal engagement survey

MEASURE	TARGET
Employee population at management, represented and non-represented levels (race/ethnicity)	<i>TBD</i>
Employee population at management, represented and non-represented levels (gender)	<i>TBD</i>
Turnover rate by race	<i>TBD</i>
Turnover rate by gender	<i>TBD</i>
Employee engagement agreement ratio in all areas	<i>TBD</i>
Employee engagement agreement ratio in all areas disaggregated for all groups.	<i>TBD</i>

**OBJECTIVE 2.1:** Through equitable recruitment and hiring practices Metro attracts and hires a diverse workforce that reflects the demographics of the region.

ACTIONS	START YEAR
Update job announcements to place value upon the applicant's lived experience and interpersonal skills and abilities related to effectively serving the diverse population of the region.	Fiscal year 2017/2018
Metro's commitment to diversity, equity and inclusion is included in the job announcement and supplemental questions.	Fiscal year 2017/2018
Provide hiring managers and hiring panels with tools and techniques to mitigate the role unconscious bias can play in candidate selection.	Fiscal year 2017/2018
Hiring panels comprise a diverse representation of staff and, where appropriate, a diverse representation of external stakeholders.	Fiscal year 2017/2018
Promote recruitment outreach events and invite diverse employee representation.	Fiscal year 2017/2018
Host and attend job opportunity awareness and application training events with partners in the region and the public.	Fiscal year 2017/2018
Coordinate internship opportunities with academic, youth leadership development and workforce training programs to attract and recruit applicants.	Fiscal year 2017/2018
Invest in internship programs to assist diverse community members to build skills and gain work experience at Metro.	Fiscal year 2017/2018
Identify and use culturally specific hiring strategies to attract diverse applicants.	Fiscal year 2018/2019
Analyze recruitment data to identify if any disparities and barriers to hiring exist for particular groups and develop tools to respond to the results.	After Fiscal year 2018/2019

**OBJECTIVE 2.2:** Increase retention of employees to reflect all dimensions of diversity in the demographics of region.

ACTIONS	START YEAR
Identify methods and tools to engage staff and encourage managers to have frequent dialogue with all reports.	Fiscal year 2017/2018
Promote staff involvement in employee resource groups to support inclusion at Metro.	Fiscal year 2017/2018
Introduce and celebrate new employees during onboarding to connect staff across the agency and foster professional development opportunities.	Fiscal year 2018/2019
Establish and support mentorship programs to connect staff with leaders at Metro and across the region to foster professional development opportunities.	Fiscal year 2018/2019
Develop and implement a plan to identify how to increase pathways for Metro staff to gain skills for career advancement at all levels.	After Fiscal year 2018/2019
Evaluate exit interviews and incorporate findings into a measurement tool to address turnover and retention of a diverse workforce.	After Fiscal year 2018/2019

**Goal 3: Metro engages people who reflect the diversity of the region to shape decision making, programs and policy.**

Building lasting relationships and regional partnerships with diverse communities will provide Metro staff and programs the benefit of access to their expertise and their participation in decisions. By co-creating engagement approaches for Metro plans, practices and policies, more people from diverse backgrounds will gain access to the Metro processes and the decision makers that shape the future of the region and will ultimately lead to equitable outcomes. By developing and implementing inclusive engagement practices, Metro will expand the range of voices that inform policies, plans, programs and services. The objectives in this section work closely with those in Goal B of the Strategic Plan and the work plan of the Communications team.

**MEASUREMENT METHODS:** Metro’s standardized demographic questions, *Engagement action effectiveness measure*

MEASURE	TARGET
Demographics of committee applicant pool as compared with demographics of the greater Portland region.	<i>TBD</i>
Demographic composition of people participating in public involvement activities as compared to the demographics of the greater Portland region.	<i>TBD</i>
Demographics of committee members as compared with demographics of the greater Portland region.	<i>TBD</i>
<i>Co-created engagement action effectiveness measure TBD pending action in 3.1</i>	<i>Requires baseline</i>



**Objective 3.1:** Strengthen relationships to enhance engagement with a diverse population representing the region.

ACTIONS	START YEAR
Review, update and use Metro’s Public Engagement Guide to advance diversity in our public involvement and public outreach practices.	Fiscal year 2017/2018
Improve and implement the use of language and outreach materials in culturally specific ways to improve outcomes of the engagement process.	Fiscal year 2017/2018
Co-create with Metro’s Public Engagement Review Committee an approach to measure and evaluate progress toward achieving the DAP Objective 3.1 and recommended actions.	Fiscal year 2017/2018
Review, update and use Metro’s Youth Engagement Strategy that involves youth in decision making, educational opportunities and employment at Metro.	Fiscal year 2018/2019
Evaluate and address language barriers that impede communication with a diverse audience.	Fiscal year 2018/2019

**By addressing the barriers experienced by people of color, we will effectively also identify solutions and remove barriers for other disadvantaged groups.**

*- Metro's Strategic Plan to Advance Racial Equity, Diversity and Inclusion*

*The actions in Objective 3.1 support the guiding principle of the strategic plan and align with the plan's Goal B, Obj. 1 to: **Establish and strengthen relationships with communities of color.***

**OBJECTIVE 3.2:** Metro advisory committees reflect the diversity of the greater Portland region.

For the purpose of the actions listed below and associated measures **advisory committee** refers to committees that are long-term (standing or supporting multi-year projects) and require some form of appointment as outlined in the Metro Advisory Committees Baseline Demographic Survey Report.

ACTIONS	START YEAR
Develop budget recommendations and a training program to develop diversity competencies among committee members.	Fiscal year 2017/2018
Review and improve Standardized Demographic Questions used to compile demographic data collected in the engagement process.	Fiscal year 2017/2018
Develop and implement guidelines for a stipend offered to those serving on Metro advisory committees.	Fiscal year 2017/2018
Develop and apply a diversity lens to inform committee selection criteria.	Fiscal year 2018/2019
Conduct outreach to identify barriers to participation in advisory committees.	Fiscal year 2018/2019
Amend committee bylaws to address barriers and limitations to participation experienced by diverse members of the region and establish expectations that committee members will assist with engaging diverse communities in the region.	Fiscal year 2018/2019

*The actions in Objective 3.2 support the guiding principle of the Strategic Plan and align with the plan's Goal B, Obj. 3 to: **Increase participation of communities of color in Metro decision-making.***

**GOAL 4: Metro’s procurement procedures and processes advance economic opportunities for the greater Portland region.**

Metro’s procurement procedures and policies will adhere to the Equity in Contracting program to provide the maximum opportunity to businesses certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity (COBID). In collaboration with Goal E Objective 2 of the Strategic Plan, Metro will also advance financial opportunity for all in the region. Metro’s regional leadership role will increase the number of COBID-certified firms and contracting opportunities with Metro and increase diversity in the workforce trades used to fulfill agency contracts.

**MEASUREMENT AND REPORTING METHOD:** Procurement data reporting on fiscal year as reported in Equity in Contracting Annual Report.

MEASURE	TARGET
<b>Amount of dollars spent on contracts with COBID-certified firms out of the total amount of dollars spent on contracts.</b>	<i>TBD</i>
<b>Number of contracts awarded to COBID-certified firms out of the total number of COBID eligible contracts awarded.</b>	<i>TBD</i>
<b>Amount of dollars awarded to COBID-certified contractors out of the total COBID eligible dollar amount awarded.</b>	<i>TBD</i>
<b>Percent of contracts awarded to DBE firms compared to total federally funded contracts.</b>	<i>TBD</i>
<b><i>Amount of dollars spent on contracts with COBID certified subcontractor firms out of the total amount of dollars spent on contracts TBD pending action in 4.3</i></b>	<i>Requires baseline</i>

**OBJECTIVE 4.1:** Increase COBID certified participation in Metro’s procurement process.

ACTIONS	START YEAR
Fund, host and/or partner with other agencies and community based organizations to provide meet and certify events to extend outreach to COBID eligible firms.	Fiscal year 2017/2018
Fund, host and/or partner with other agencies and community based organizations to provide technical assistance to COBID certified firms to navigate ORPIN and the bidding process.	Fiscal year 2017/2018
Conduct user testing to improve access to and awareness of digital tools to communicate all financial opportunities at Metro.	Fiscal year 2018/2019
Conduct follow-up with contractors that did not submit responses and contractors that responded but were not awarded contracts to identify barriers in the solicitation process.	Fiscal year 2018/2019

**OBJECTIVE 4.2:** Increase contract dollars awarded to COBID certified contractors.

ACTIONS	START YEAR
Provide training on the Equity in Contracting Program to staff that participate in the procurement process.	Fiscal year 2017/2018
Review a sample of solicitations quarterly to ensure adherence to the Equity in Contracting Program.	Fiscal year 2017/2018

**OBJECTIVE 4.3:** Increase subcontract dollars awarded to COBID certified subcontractors.

ACTIONS	START YEAR
Review eligible solicitations to ensure adherence to the Subcontractor Equity Program.	Fiscal year 2017/2018
Examine alternatives for arranging public contract solicitations by type of work, sub-contracting opportunities and partnerships.	Fiscal year 2017/2018
Identify and invest in systems to track and report subcontract dollars awarded.	Fiscal year 2018/2019

**OBJECTIVE 4.4:** Increase Disadvantaged Business Enterprises (DBE) utilization in federally funded projects.

ACTIONS	START YEAR
Review and update DBE program.	Fiscal year 2017/2018
Include DBE appropriate language in intergovernmental agreements.	Fiscal year 2017/2018
Review eligible solicitations prior to issuance for all federally funded projects.	Fiscal year 2017/2018

**OBJECTIVE 4.5:** Increase utilization of a diverse workforce to fulfill contract staffing in Metro’s contracting and procurement process.

ACTIONS	START YEAR
Invest in efforts to enhance the use of a diverse workforce in public improvement projects in the region.	Fiscal year 2017/2018
Implement policy to support the inclusion of diversity, equity and inclusion metrics into contract proposal evaluation.	Fiscal year 2017/2018
Use alternative procurement methods to increase the workforce utilization of women and people of color in contracts and procurement.	Fiscal year 2018/2019

## **Implementation:**

### **Who will implement the plan?**

Each goal area will have an executive sponsor member of the Senior Leadership Team who is responsible for the success of the actions within that goal area. This executive sponsor will collaborate with DEI to prioritize specific actions and coordinate the actions within the Strategic Plan. Project sponsors and managers assigned to these actions will assemble work teams, including staff and leadership from across Metro, to address prioritized actions or sets of actions. When appropriate, community members will be invited to participate. Participation in these teams will be determined by subject area expertise, ability and capacity. In many cases participation can be an opportunity for leadership and professional development. Participation on standing teams will be for a pre-determined length of time to allow an individual to serve with a start and end date and evaluation of work completed. Work teams may be dissolved upon completing the action or actions assigned to them.

### **How will the plan be implemented?**

Metro's ability to successfully complete the actions outlined in this Diversity Action Plan and evaluate progress toward its goals will rely heavily upon the strength of its implementation and evaluation process. Managed jointly by the executive sponsor and the DEI Program, six components are infused in the process:

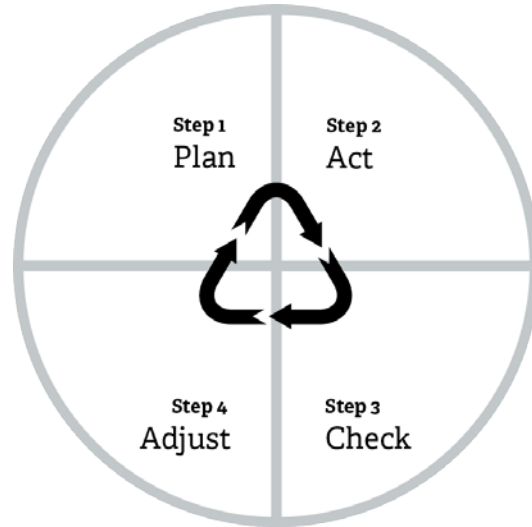
- Set and evaluate success targets and progress measures.
- Meaningfully involve a diverse array of Metro staff and community members.
- Dedicate sufficient resources for efficient and effective action completion.
- Provide sufficient level of authority to implementation work teams.
- Establish accountability through open communication with all staff.
- Create a model for continuous learning and improvement.

## Four-step implementation process

The structure for implementation has four steps: Plan, Act, Check and Adjust.

### Step 1-Plan:

Step 1 is the design stage. Based upon what is required to complete an action or set of actions (e.g. authority, financial requirements, staff support), the diversity program manager (DPM) will work closely with executive sponsors to identify an appropriate work team to move forward to complete an action or set of actions. Senior leadership may select from an already established work team, DEI Program staff or sponsor a DEI action work team to complete specific actions.



### Step 2-Act:

Step 2 is the implementation stage. During this step, each team will work closely with the DPM to develop a work plan. The work plan will detail how the action or actions will be achieved and measured to determine its success.

Careful project planning will clarify cost, resources and scheduling. Once the work plan is completed and approved by the team's sponsor, the team will move forward to take action.

In some cases work teams will form at Metro to achieve a broad scope of work including an action or some actions within the DAP but also work that is germane to the Strategic Plan or department functions. It will be imperative that the DPM work closely with senior leadership and the equity program manager to participate in the planning of these projects and track the actions within the DAP and their progress toward completion.

**Step 3-Check:**

Step 3 is the evaluation stage, which is informed by tracking progress on the many measures established in the DAP. The Cultural Compass survey performed biannually is a primary tool to track the climate of diversity at Metro. Recommendations provided upon data analysis and disaggregation will be strongly considered by the DPM and the executive sponsors responsible for each goal area. Human Resources reports data for Equal Employment Opportunity/ Affirmative Action yearly. Procurement department tracks data and reports on the fiscal year. The Community Relations team reports on various cycles depending on the frequency of engagement. These together will provide a holistic check to evaluate diversity at Metro.

**Step 4-Adjust:**

The fourth step is the improvement stage. In conjunction with an annual DEI report, the DPM will create a report to be delivered to Metro Council and Senior Leadership annually. This information sharing coupled with data from Step 3 (Check stage) and the findings from the Cultural Compass Survey will inform the process to include adjustments for improvement in the planning phase for the next cycle. When additional actions or objectives are identified as necessary in the adjustment phase these would be included in the DAP update process to occur on a five year cycle.



## Glossary:

**Community:** All individuals who live, work, play or pray in the Portland metropolitan region.

**Cultural proficiency:** A comprehensive collection of behavior, attitudes, practices, and policies that creates an inclusive environment for people of diverse backgrounds. Culturally proficient organizations have the awareness, knowledge base and learned skills to effectively and sensitively work with and provide services to people of diverse backgrounds.

**Diversity:** The variance or difference among people. This variance includes race, ethnicity, gender, age, religion, nationality, language preference, socioeconomic status, disability, sexual orientation, gender identity and others. These differences are tied to a variety of other aspects of diversity such as experience, work styles, life experience, education, beliefs and ideas. Honoring these differences while upholding our value for respect is central to our diversity philosophy.

**Equity:** Metro’s working definition of equity reads:

“Our region is stronger when all individuals and communities benefit from quality jobs, living wages, a strong economy, stable and affordable housing, safe and reliable transportation, clean air and water, a healthy environment and sustainable resources that enhance our quality of life.

We share a responsibility as individuals within a community and communities within a region. Our future depends on the success of all, but avoidable inequities in the utilization of resources and opportunities prevent us from realizing our full potential.

Our region’s population is growing and changing. Metro is committed with its programs, policies and services to create conditions which allow everyone to participate and enjoy the benefits of making this a great place today and for generations to come.”– *Metro's Equity Strategy Advisory Committee (2014)*.

**Inclusion:** Inclusion refers to the degree to which diverse individuals are able to participate fully in the decision-making process within an organization or group. While a truly “inclusive” group is necessarily diverse, a “diverse” group may or may not be “inclusive.”– Metro (2012). Diversity Action Plan

**Turnover rate:** *Human Resources to define TBD*

## Procurement terms:

- **COBID:** COBID means the State of Oregon’s Certification Office for Business Inclusion and Diversity, created within the Oregon Business Development Department or such state agency, department or entity to which has been delegated the responsibility to certify minority-owned businesses (MBE), women-owned businesses (WBE), businesses that service-disabled veterans own (SDV) and emerging small businesses (ESB). MBE denotes firms that are 51% ownership by a racial minority; WBE denotes firms with 51% or higher woman ownership, SDV denotes firms that are 51% ownership by a service disabled veteran. ESB is characterized as an emerging small business with two tiers; Tier 1 requires firms to have 19 or fewer employees whose average annual gross receipts over the last three years are under \$1,699,953 for construction firms and under \$679,981 for non-construction-related firms. Tier 2 requires firms with 29 or fewer employees whose average annual gross receipts over the last three years are under \$3,399,907 for construction-related businesses and under \$1,133,302 for non-construction businesses. COBID is the Certification Office for Business Inclusion and Diversity, which is the sole certifying authority for the state of Oregon.
- **COBID Marketplace:** Metro’s COBID marketplace restricts bids for public improvement contracts with dollar amounts between \$5,000 and \$50,000 to COBID-certified firms.
- **Disadvantaged Business Enterprises (DBE):** DBE is defined as those firms that are owned and operated by a woman or a member of a racial minority who are seeking federally funded contracts.
- **Equity in Contracting Program:** Metro’s program to advance equity in public contracting, promote economic growth of COBID Certified Businesses and provide additional competition for Metro contracts.
- **Oregon Procurement Information Network (ORPIN):** The online procurement solicitation system operated by the State of Oregon, and utilized by the State and other local governments and political subdivisions to issue procurement and contracting opportunities and information.

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# **MERC Commission Meeting**

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April 5, 2017  
12:30 pm

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8.0 Zoo Bond/Education  
Center Update

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# Information and Resource Kit



EDUCATION CENTER

OREGON  
**ZOO**

## **ABOUT THE OREGON ZOO**

Community supported since 1888, Oregon Zoo provides exceptional experiences to more than a million visitors a year to inspire them to create a better future for wildlife. From education programs to on-the-ground conservation efforts, the zoo is working to save species regionally and worldwide. The Oregon Zoo is community-funded through visitor admissions, public funds from Metro (a Portland-area regional government) and charitable donations to the Oregon Zoo Foundation.

## **VISION**

A better future for wildlife.

## **MISSION**

The Oregon Zoo inspires the community to respect animals and take action on behalf of the natural world. We do this by creating engaging experiences and advancing the highest level of animal welfare, environmental literacy and conservation science.

For more information or to schedule an interview with Oregon Zoo staff, please contact:

**Hova Najarian**

Media and Public Relations Officer

503-220-5714

hova.najarian@oregonzoo.org



**Inside**

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## About the Education Center

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The new Education Center provides much-needed dedicated space for educational activities and programs that engage thousands of Oregon Zoo visitors each year. Highlighting the important role of “small things” in nature, the center encourages visitors to take action on behalf of wildlife.

### SCHEDULE

- Design started May 30, 2014
- Construction started Sept. 9, 2015
- Discovery Plaza open: Nov. 25, 2016
- Grand opening: March 2, 2017
- Public open houses March 4-5, 2017

### SIZE

The total project site (excluding the train station) spans 1.8 acres, including 18,900 square feet of building space.

### BUDGET

The total budget for the project was \$17.2 million (\$14.4 million for construction-specific costs—29 percent of which went to state-certified minority-owned, women-owned and/or emerging small businesses). The Education Center was the fifth of eight major projects made possible by the community-supported 2008 zoo bond measure.

Thanks to the generous support of community members, the Oregon Zoo Foundation raised \$1.7 million to support the Education Center and the zoo’s ongoing conservation education efforts. Gifts from private donors supported an expanded and enhanced teen space at the center, and funded activities and displays that encourage visitors to take conservation action.

### DESIGN AND CONSTRUCTION:

Design team was led by Opsis Architecture and included Jones and Jones Landscape Architects, Catena Consulting Engineers, KPFF Consulting Engineers and PAE Consulting Engineers. The general contractor was Fortis Construction.

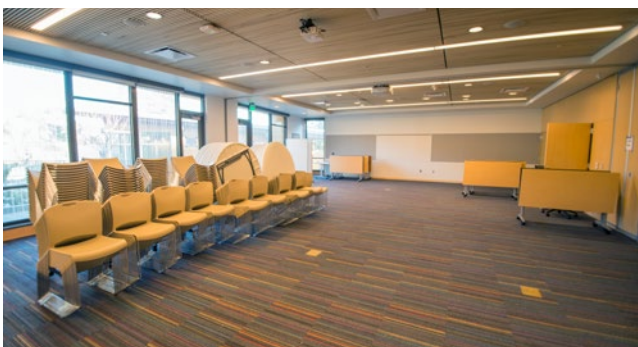


## FEATURES

- The Nature Exploration Station is the main attraction for zoo visitors. Home to the Insect Zoo and Species Conservation Lab, where endangered western pond turtles are reared for release, it also features displays encouraging visitors to build a personal relationship with nature and take action on behalf of wildlife.



- Conservation Hall provides a 2,140-square-foot flexible meeting space for lectures, films and conferences. Guests attending catered events can explore the exhibits in the Nature Exploration Station right next door.



- The zoo's spring summer camps have a new home in classrooms, nestled into a wooded hillside right next to the Nature Play Area.
- Student groups arriving for school field trips will enter the zoo more efficiently through the Education Center, also allowing teachers to incorporate conservation messaging at the beginning of their trip.



- The center was envisioned as a shared resource to connect educators and wildlife experts from across the region with zoo visitors. That vision is being realized through collaborations with public agencies such as Metro and the U.S. Fish and Wildlife Service as well as nonprofit conservation organizations from around the region.



## Green Features

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The Oregon Zoo strives to be a conservation leader in its day-to-day operations and in the construction of new facilities. Sustainable design practices abound at the Education Center, which has already earned praise for its environment-friendly design. The buildings are designed to meet the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Gold certification—an internationally recognized benchmark for sustainable building practices. Among the highlights:

### BIRD-FRIENDLY DESIGN

Millions of birds die each year from flying into windows, and Portland's location along the Pacific Flyway makes spring and fall migration periods especially deadly. At the education center, bird-friendly lights and fritted glass help to prevent window strikes.

### FOREST-FRIENDLY WOOD

Forests are home to 80 percent of the world's terrestrial biodiversity and they help to stabilize the earth's climate. By using wood certified by the Forest Stewardship Council, the center is helping to limit clear cuts, restrict the most hazardous chemicals and reduce erosion along rivers.

### NATIVE LANDSCAPING

Landscaping at the center includes 90 species of Willamette Valley native plants, which require less irrigation and provide food and shelter for local wildlife. The Wildlife Garden shelter and "bee hotel" both feature green roofs.

### IMPROVED STORMWATER MANAGEMENT

Rain gardens capture and feed water into a 10,000-gallon underground storage tank, reducing peak loads on the city stormwater system and conserving potable water use. The water is then reused for irrigation and flushing toilets. It's a large-scale version of having a rain barrel under your downspout.

### RECLAIMED BUILDING MATERIALS

The landscape gates and wildlife garden shelter were built out of wood salvaged from the decommissioned Elephant Museum building. Pavers in the Wildlife Garden are salvaged from the old Elephant Plaza picnic area.

### GREEN ELECTRICITY

The center is expected to be Net Zero, meaning it produces as much electricity as it uses. Features aimed at getting there include 760 solar panels on the roof of the Education Center and nearby train platform (in part made possible with funding support from PGE's Renewable Development Fund program customers); high-efficiency LED lighting and HVAC systems run through a digital control system; and energy-efficient radiant floor heating.



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## A BUILDING THAT TEACHES

While the zoo is honoring its promise to voters to save every dime, drop and kilowatt by replacing energy and water systems throughout the zoo, the new Education Center also teaches these concepts, with interactive demonstrations of sustainable technologies that visitors can adopt for use in their homes and businesses.



The Oregon Zoo Education Center is a gateway to the natural world—but science doesn't have to be at the exclusion of art. Oregon's Percent for Art legislation ensures a portion of all eligible publicly funded construction projects is spent on public artwork, and that includes work funded by the community-supported zoo bond measure passed in 2008.

Among the art featured at the Education Center: a stunning new abstract sculpture by Los Angeles artist Rob Ley and a new lease on life for a midcentury classic by Willard Martin.

## AMBIGUOUS

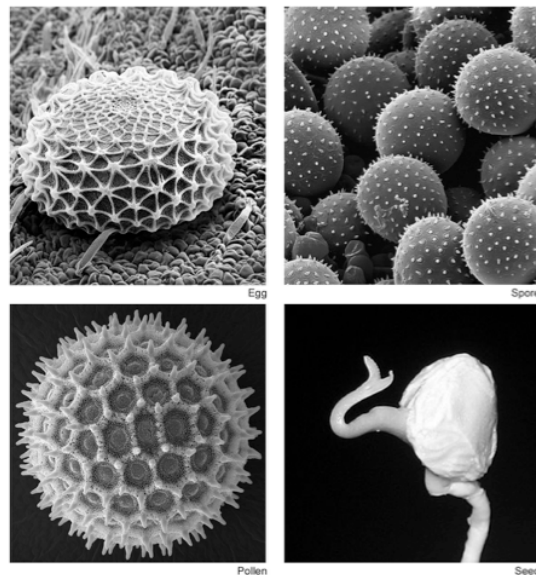
"In nature, small things matter," said Oregon Zoo education curator Grant Spickelmier. "Small animals, small habitats and the small but important actions people can take to protect them."

This principle is a major theme at the zoo's new education center, and it also informs some of the center's associated artwork—including a striking 13-foot-tall sculpture by Rob Ley that stands in the center's Discovery Plaza.



Constructed from hundreds of small bowtie-shaped sections of stainless steel, painted yellow on the interior side, the sculpture may appear either as a large form when seen from a distance or an assembly of many small parts when viewed up close.

Titled "Ambiguous," the work first took shape when Ley observed similar forms and textures among various beginnings of natural life, both plant and animal: seeds, spores, pollen, eggs.



As a result, the artwork aims to capture an "ambiguous shared territory between many of these varied and beautiful organisms."

"Zoos are evolving beyond just a place to see animals from around the world," Ley said. "They are beginning to take on additional roles, in particular, as central places that educate visitors about the natural environment."

## THE CONTINUITY OF LIFE FORMS

After nearly 20 years languishing in obscurity, "The Continuity of Life Forms"—a huge midcentury-modern mosaic by renowned Portland architect and artist Willard Martin—was reinstalled as part of the Oregon Zoo education center at a site near the spot where the iconic piece stood for more than 50 years.

“This is a way of preserving the legacy of a local hero in addition to preserving part of the zoo’s history,” says Brent Shelby, one of the zoo’s project managers. “There will be a lot of nostalgia for those who visited the zoo prior to the late 1990s.”



Originally installed at the entrance when the zoo moved to its current location in 1959, the striking mosaic greeted visitors for 40 years, becoming part of the zoo’s public face and lore. But in 1997, the zoo’s main entrance was moved 200 yards uphill when TriMet opened its West Side light-rail line, which included a stop at the zoo.

The mosaic remained in its familiar place, but it became less visible over the years. A perimeter fence obscured the artwork from outside, and viewing opportunities inside the zoo were limited by the mosaic’s out-of-the-way location: a corner off the main visitor pathway near the Amur tiger habitat.

“You wouldn’t see it unless you were specifically looking for it,” Shelby said. “It became one of those hidden treasures, forgotten by time.”

The mosaic was given a second life when the zoo announced plans for its new education center. With the opening of the center in March 2017, Martin’s work once again occupies a prominent place near the entrance, a staging area for the thousands of children who participate in zoo camps, classes and field trips each year.

“We want the zoo to serve as a gateway experience to what may become a deeper relationship with the natural world,” Shelby said. “So bringing ‘The Continuity of Life Forms’ back at this same location is ideal.”

To prepare for education center construction, the mosaic was removed from its original setting in 2014 and put into storage. It was re-installed as part of the new center last summer. The project was supported in part by a grant from the Oregon Cultural Trust: Oregonians sustaining, developing and participating in our arts, heritage and humanities. Restoration work was also supported by the Oregon Zoo Foundation’s Education Campaign, which raised \$1.7 million for enhancements to the new center, as well as expanded education programming at the zoo and in the community.



Created in 1959, the multi-paneled piece is a significant early work in the career of Martin, a noted Portland artist and architect best known for designing Pioneer Courthouse Square. The 20 panels form a work roughly 60 feet long and 15 feet tall, and capture a panoramic sense of history and being—the forces of life—out of footprints, seeds, leaves, shells, fossils and primitive life forms that might be found in the Earth’s strata.

Martin and his son died in a tragic plane crash in 1985. Shelby says the zoo hopes the mosaic’s renewed prominence will re-introduce the artwork—and Martin—to a new generation.

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# **MERC Commission Meeting**

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April 5, 2017  
12:30 pm

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9.0 Consent Agenda

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## Metropolitan Exposition Recreation Commission

### Record of MERC Commission Actions

March 1, 2017

Expo Center, Rooms D202-203

<b>Present:</b>	Karis Stoudamire-Phillips, Deidra Krys-Rusoff, Damien Hall, Ray Leary, Council Liaison Sam Chase
<b>Absent:</b>	Judie Hammerstad, Terry Goldman
	A regular meeting of the Metropolitan Exposition-Recreation Commission was called to order by Chair Karis Stoudamire-Phillips at 12:44 p.m.
<b>1.0</b>	<b>QUORUM CONFIRMED</b> A quorum of Commissioners was present.
<b>2.0</b>	<b>METRO COO COMMUNICATIONS</b> <ul style="list-style-type: none"><li>Martha Bennett, Metro COO, announced that today is Scott Cruickshank's first day as the General Manager of Visitor Venues. She also offered thanks to Commissioners who had participated in the selection process.</li></ul>
<b>3.0</b>	<b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b> None
<b>4.0</b>	<b>COMMISSION/COUNCIL LIAISON COMMUNICATIONS</b> <ul style="list-style-type: none"><li>Council Liaison, Sam Chase, updated the commission on Metro's 1% for equity plan related to the hotel project and the Convention Center renovation work.</li><li>Chair Stoudamire-Phillips offered her congratulations to Cruickshank. She also announced that a certificate had been prepared to honor Elisa Dozono for her work with the Commission and noted some of the many ways Commissioner Dozono made a difference to the commission and the venues.</li><li>Commissioner Leary added that Dozono played an important role in the Commission and requested that the new commissioner's experience would reflect the valuable assets that Dozono brought to the board. He also thanked Councilor Chase for his commitment to the 1% for Equity plan.</li></ul>
<b>5.0</b>	<b>GM COMMUNICATIONS</b> Scott Cruickshank provided these updates to the Commission: <ul style="list-style-type: none"><li>Karol Collymore has been hired as the Communications and Policy Development Program Manager for the venues. Her start date is March 22.</li><li>Metro auditors have performed an audit of the management of the hotel project and have concluded their work following the discovery phase. Their concerns include management capacity, process for monitoring minority contracting, and Mortenson's achievement of LEED certification. Metro management will respond to those concerns.</li><li>A contracting open house will be held on March 21<sup>st</sup> to allow Mortenson the opportunity to share early bid opportunities for contracts related to the Oregon Convention Center hotel and parking garage.</li><li>Metro's annual Small business open house held Feb. 22 was a success.</li><li>Cruickshank called on Expo Director, Matthew Rotchford, who announced that Cirque Du Soleil is coming to Expo starting Thursday, Aug. 24 for 50-plus performances.</li></ul>
<b>6.0</b>	<b>TRAVEL PORTLAND SECOND QUARTER REPORT</b> Steve Faulstick and Tamara Kennedy-Hill of Travel Portland presented the report. <ul style="list-style-type: none"><li>Commissioner Stoudamire-Phillips requested further details on a few of the upcoming meetings mentioned during the presentation, noting that she plans to volunteer to help with related activities as needed.</li><li>Commissioner Leary commented on the success of Travel Portland's Washington DC Multi-</li></ul>

	<p>Cultural events and suggested that it be replicated in other locations in order to make sure the African-American community is aware of the Portland outreach efforts.</p> <ul style="list-style-type: none"> <li>• Commissioner Krys-Rusoff thanked Travel Portland staff for the State of the Industry luncheon held yesterday.</li> </ul>
<b>7.0</b>	<p><b>FINANCIAL REPORT</b> MERC Finance Manager, Ben Rowe, updated the Commission on MERC finances.</p>
<b>8.0</b>	<p><b>CONTRACTING AND PROCUREMENT ADMINISTRATIVE RULES</b> Cary Stacey, Gabriele Schuster and Ashley McCarron provided the project overview.</p> <ul style="list-style-type: none"> <li>• Commissioner Leary listed several of his concerns with the process. He also suggested an interim review of the final rules before they are voted on at Metro Council.</li> <li>• Commissioner Hall requested clarity in the expectations from MERC. Ashley McCarron responded that Metro Council is the contract Review board for MERC and Metro and that won't change. These changes allow Metro and MERC procurement staff to use the same procedural rules and they will adopted by Metro Council at an upcoming meeting prior to the end of the current fiscal year. It is likely that a resolution will be presented to MERC following the council vote.</li> <li>• Cruickshank added that these are procurement rules – not contract policy – and they neither restrict MERC's contract authority nor its privilege to review contracts.</li> </ul>
<b>9.0</b>	<p><b>CONSENT AGENDA</b> Includes:</p> <ul style="list-style-type: none"> <li>• Record of MERC Actions, February 1, 2017</li> </ul> <p>A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Hall to approve the Consent Agenda. VOTING: AYE: 4 (Hall, Leary, Krys-Rusoff, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
<b>10.0</b>	<p><b>ACTION AGENDA</b></p>
<b>10.1</b>	<p><b>Resolution 17-04:</b> For the purpose of approving budget amendments for FY2016-17 Ben Rowe, MERC Finance Manager, presented the resolution. A motion was made by Commissioner Leary and seconded by Commissioner Hall to approve resolution 17-04 as presented. VOTING: AYE: 4 (Hall, Leary, Krys-Rusoff, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
<b>10.2</b>	<p><b>Resolution 17-05:</b> For the purpose of approving the Antoinette Hatfield Hall Fire Alarm System Replacement. Nancy Strening of Metro cPMO presented the resolution and Tom Bugas, Interim Operations Manager at P'5, presented the resolution and provided background on the need for the new system. A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Leary to approve resolution 17-05 as presented. VOTING: AYE: 4 (Hall, Leary, Krys-Rusoff, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
<b>10.3</b>	<p><b>Resolution 17-06:</b> For the purpose of approving the Arlene Schnitzer Concert Hall "Portland" sign repair and refurbishment. Nancy Strening of Metro cPMO presented the resolution.</p> <ul style="list-style-type: none"> <li>• Commissioner Hall inquired whether it was possible to get a contribution from the city of</li> </ul>

<p><b>10.4</b></p>	<p>Portland to help pay for these two contracts since the city owns the P'5 buildings. Metro Deputy Attorney, Nathan Sykes, replied that the city makes an annual contribution to help with operations expenses adding that the agreement with the City will be reviewed in the near future.</p> <ul style="list-style-type: none"> <li>• Commissioner Leary suggested that it would be good to check into advertising contract opportunities on broadcast media such as 1480 AM radio in addition to print advertising.</li> </ul> <p>A motion was made by Commissioner Leary and seconded by Commissioner Krys-Rusoff to approve resolution 17-06 as presented.</p> <p>VOTING:    AYE: 4 (Hall, Leary, Krys-Rusoff, Stoudamire-Phillips)                      NAY: 0                      MOTION PASSED</p> <p><b>Resolution 17-07:</b> for the purpose of approving the MERC Budget for Fiscal Year 17-18. Budget Committee Chair, Deidra Krys-Rusoff, opened the presentation with a few words on the budget process, highlighting significant issues of concern. Ben Rowe, MERC Finance Manager, then presented the proposed budget and the resolution for its approval. Included in the presentation was a discussion led by each venue director or representative regarding their budget priorities proposed for FY17-18. A motion was made by Commissioner Hall and seconded by Commissioner Leary to approve resolution 17-07 as presented.</p> <p>VOTING:    AYE: 4 (Hall, Leary, Krys-Rusoff, Stoudamire-Phillips)                      NAY: 0                      MOTION PASSED</p>
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 3:44 p.m.</p>



**Authorization to Represent MERC/METRO  
on Trade-Promotion Mission; Fact-Finding Mission;  
Economic Development Activity; or Negotiation  
(Food Travel, Lodging Expenses Approved in Advance - exception (H))**

In accordance with ORS 244.020(7)(b)(H), the following public officials: **all current MERC Commissioners and current Metro Councilors** are hereby authorized to represent Metro/MERC in an official capacity; and

The MERC Commission and Metro Council hereby approves in advance, the receipt of reasonable expenses for food, travel, and lodging for the above-named public officials and his/her accompanying relative, household member, or staff member, for attendance at:

- trade-promotion mission;
- fact-finding mission;
- economic development activity; OR
- negotiation;

as follows:

A Portland Familiarization Tour ("FAM" Tour) where meals will be paid for by Travel Portland, to familiarize potential meeting planners and association executives with Portland and with the Oregon Convention Center, which activity(ies) will take place in Portland on June 1-3, 2017.

Being approved by the MERC Commission, at its regular meeting on April 5, 2017, the above activity is hereby officially sanctioned by MERC.

\_\_\_\_\_  
MERC Commission Chair

Being approved by the Metro Council, at its regular meeting on \_\_\_\_\_, the above activity is hereby officially sanctioned by Metro.

\_\_\_\_\_  
Metro Council President

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# **MERC Commission Meeting**

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April 5, 2017  
12:30 pm

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10.0 Action Agenda

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**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 17-08**

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

**WHEREAS**, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IATSE B-20 have negotiated in good faith; and

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

**WHEREAS**, the Union membership ratified the collective bargaining agreement on March 20, 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 or his designees to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on April 5, 2017.

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

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Chair

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Nathan A. S. Sykes, Deputy Metro Attorney

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Secretary-Treasurer

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**COLLECTIVE  
BARGAINING  
AGREEMENT**

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**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**And**

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

**LOCAL B-20**

**Effective July 1, 2016 - June 30, 2019**

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

**PREAMBLE**

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

**ARTICLE 1: RECOGNITION AND SCOPE OF BARGAINING UNIT**

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative, and this agreement shall apply with respect to employees in the following collective bargaining unit at the Oregon Convention Center, the Portland Expo Center and the Portland'5 Centers for the Arts buildings.
- (a) All employees classified as ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants excluding office and clerical employees, building maintenance employees, guards, supervisors and other professional trade employees.
  - (b) For Antoinette Hatfield Hall, the bargaining unit covers the Stage Door, Checkroom, Box Office and Newmark Theatre seating areas and box office. This Agreement shall specifically exclude all other working areas

and public lobbies of the Antoinette Hatfield Hall, including but not limited to the Winningstad Theatre, Brunish Theatre, and the public areas, elevators, and Main Street.

(c) For the Portland Expo Center the bargaining unit only includes Expo employees classified as ticket and show sellers. The agreement shall specifically exclude all other employee classifications, working areas and public areas of the Portland Expo Center.

(d) This agreement specifically excludes dock positions.

1.2 Upon written request, within ten (10) calendar days following each calendar quarter, the Employer will furnish to the Union an alphabetical list with addresses and hire date of current employees under the conditions set forth in Section 1.1 above.

1.3 It is jointly recognized that the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, and nothing in this Agreement shall be construed to interfere with any obligation the Union may owe to such International Alliance by reason of a prior obligation, provided that nothing contained in any such obligation shall be in conflict with any applicable provision of state or federal law.

1.4 Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operations or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International or Local officers and representatives to end any unauthorized interruption of work. The parties agree that they will submit to arbitration all grievances and disputes (pursuant to Article 17) that may arise between them and any misunderstandings regarding the meaning or intent of all or part of this Agreement, provided, however, that the Employer shall not be required to resort to the grievance and arbitration

procedures prior to resorting to other remedies in the event of a violation of this Article by the Union or any of the employees covered by this Agreement.

## **ARTICLE 2. UNION MEMBERSHIP AND CHECKOFF**

- 2.1 It is agreed that, as a condition of employment, each employee covered by this Agreement who is not now a member of the Union shall become a member of the Union within thirty days of date of hire and further provided that any employee who has not become a member of the Union within the applicable time shall thereupon be deemed a fair share payer who shall make semi-monthly payments-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to regular monthly Union dues, initiation fees, and assessments. The Employer shall deduct payments-in-lieu-of-dues semi-monthly from the compensation of non-members.

Bargaining unit members who exercise their right of non-membership based on a bona fide religious tenet or teaching of a church or body of which the employee is a member shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity mutually agreed on by the employee affected and the Union. The employee shall furnish written proof to the Employer and the Union that this has been done.

- 2.2 For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the Employer and signed by an official of the Union.
- 2.3 The Employer agrees to deduct from each semi-monthly paycheck: one-half of the regular initiation fee, if any, one half of the death benefit, if any, and one-half of the regular monthly dues as specified by the Union for each employee who authorized it on authorization forms submitted by the Union. An employee shall have the right to rescind such dues or initiation fee authorization by providing the Employer written notice of such rescission at least five (5) calendar days before the first of any month. Employees who have neither signed such authorization nor provided proof to the Employer of religious non-association



shall be considered fair share payers and subject to the fair share provisions of the Agreement. The Employer shall continue to make payments of these initiation fees and dues to the Union on a monthly basis.

- 2.4 The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such events, the financial secretary of the Union shall notify the Employer, in writing, of any changes in its regular dues and initiation fees.
- 2.5 It is expressly understood and agreed that upon receipt of proof, the Union will refund to the Employer or to the employee involved any amounts erroneously withheld from the employee's compensation by the Employer and paid to the Union. The Union agrees that if an employee does not work enough hours within a pay period to cover the cost of Union dues and other Union deductions, the Employer shall not collect dues for that pay period.
- 2.6 Upon request by the Union, the Employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement.
- 2.7 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provision of this section.

### **ARTICLE 3: LABOR-MANAGEMENT CONSULTATION**

- 3.1 The parties recognize that the delivery of professional services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. Maximum productivity, recruitment of new employees to meet target pool levels, and innovation are recognized to be a mutual obligation within their respective roles and responsibilities. The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. Such committee shall be composed of equal numbers of Union and management representatives and shall meet at

mutually convenient times to discuss means of increasing the effectiveness of admissions work, operational procedures, identifying cost-effective staffing measures and dealing with operational innovations.

- 3.2 Space shall be provided by the Employer for the temporary storage of personal valuables (purses, etc.) while employed on the premises. The Employer cannot guarantee the absolute safety of such items under temporary storage but will provide reasonable security measures and will offer the service as a convenience for the employees.
- 3.3 The Union will provide one (1) member to attend scheduled MERC Safety Committee meetings. A two (2) hour minimum shall be paid for attendance at these meetings.

#### **ARTICLE 4: WORK JURISDICTION AND RESPONSIBILITIES**

- 4.1 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
- (a) There shall be one (1) work unit that covers the working jurisdiction and responsibilities of the Union and the admissions workers defined in Section 1.1(a). This work unit shall be known as the Admissions Unit.
  - (b) The Newmark Theatre Admissions Unit personnel is ushers only and includes ticket-taking duties. The jurisdictional working rights and the responsibilities of the Union as described above refer to part-time work at the Newmark Theatre seating area doors and lobby not performed by other Portland's Centers for the Arts employees or by volunteers or technical staff of performing arts organizations.
  - (c) All Union admission workers shall be classified as part-time, temporary employees of the Employer.
  - (d) The Employer shall determine the specific job assignments of all individuals. The Employer and the Union further recognize and agree that all employees in the Admissions Unit may be assigned to work in all

areas if qualified, may be required to rotate positions, and may be assigned to perform work as required or as needed without regard to job classification distinction.

- (e) The Employer, at its sole discretion, may offer employees represented by the Union under the Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction and responsibilities of the Union covered under this Agreement, and employees represented by the Union will not unreasonably decline such work and responsibilities. Neither the offer by the Employer to employees represented by Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented by Union shall constitute a precedent and/or a past practice under this Agreement.
- (f) At the Oregon Convention Center, show managers may use their own employees for the admissions break person for any public shows with a daily attendance of 2500 or less.
- (g) Clients may use their own ticketing services and personnel in accordance with current practices.

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

#### **ARTICLE 5: NON-DISCRIMINATION**

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

## **ARTICLE 6: EMPLOYER-UNION RELATIONS AND WORK RULES**

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

- (1) Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments.
- (2) Planning, directing, controlling and determining the operations or services of Metro and/or MERC.
- (3) Determining the methods, means, and number of personnel needed to carry out any department's or facility's mission subject to provisions found elsewhere in the contract.
- (4) Directing the work force and issuing or changing work orders and rules.
- (5) Hiring and assigning or transferring employees within or between departments or facilities.
- (6) Promoting, suspending, disciplining or discharging, consistent with this Agreement.
- (7) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons.
- (8) Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining that are not in conflict with or otherwise addressed in a specific provision of this Agreement, provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects.
- (9) Introducing new or improved methods, equipment or facilities.

- (10) Completing performance evaluations of employees as required, with prior notification to employees as to the forms that will be used.

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

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

### **ARTICLE 7: WAGES**

- 7.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis as long as they are equal to the minimum rates set forth herein.
- 7.2 Job descriptions in all classifications include such other duties as the Employer may assign within the classification and related functions within the bargaining unit covered by this Agreement. It is mutually understood and agreed that employees may be assigned to duties and functions covered by this Agreement, other than those normally performed in connection with their regularly assigned classification, whether during the period covered by the minimums prescribed herein or thereafter. In the event the Employer temporarily assigns an employee to a job classification other than the employee's regular classification, that employee shall receive the rate applicable to such classification, so long as such classification requires a higher rate of pay than the employee's regular classification, and the employee works a minimum of two (2) hours in the higher-rated classification. In the event the employee works less than two (2) hours in the higher-rated classification, the employee shall be compensated at his or her regular rate of pay applicable to his or her regular classification. In the event the Employer temporarily assigns an employee to a classification which

calls for a lower rate of compensation than the employee's regular classification, the employee shall be compensated at the rate of pay for his or her regular classification.

- 7.3 **Schedule of Wages:** Effective the date of ratification by the Union, wages will be increased by 2.00%; by 2.50% on July 1, 2017; and by 2.50% on July 1, 2018; as outlined in the attached pay scale.
- 7.4 **Stage Door Attendant Shift Differential:** Stage Door Attendants shall receive \$1.00 per hour of shift differential pay for all hours worked between 12:00 am and 6:00 am. Shift differential shall be paid in addition to applicable hourly rates but not included in the holiday rate calculation.
- 7.5 The time of all employees covered by this Agreement shall start at the time they are required to report for work, in uniform in the case of ticket sellers, ticket takers, gate attendants, checkroom attendants, elevator operators and ushers, and shall stop at the completion of their scheduled shift or their work should such work extend beyond the scheduled end of the event.
- 7.6 (a) **Overpayment:** An employee who receives an overpayment of wages shall report such overpayment to the PCPA Event Services Manager, Assistant Executive Director, or Admissions Staffing Manager, or immediate supervisor immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's next paycheck(s).
- (b) **Underpayment:** If an employee believes that his/her paycheck amount contains an error, and this is confirmed by the Payroll Department, the employee will be issued a corrected check within twenty-four (24) hours from the time the Payroll Department is notified of such error.
- 7.7 **Overtime:** All covered employees shall be compensated at the straight time rate for all authorized work performed in excess of eight (8) hours in a day. All covered employees shall be compensated at the rate of time and one half for all authorized work performed in excess of forty (40) hours in any work week.

## ARTICLE 8: SCHEDULING

**The following Sections 8.1 through 8.7 apply to all staff:**

- 8.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling in crowd control. Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discipline up to and including termination. An employee, within a fiscal year, who is "no call, no show" on one occasion will be disciplined up to and including a verbal warning, on two occasions will be disciplined up to and including suspension and on three occasions will be disciplined up to and including termination.
- 8.2 MERC acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.

Those employees with regularly scheduled jobs shall inform the appropriate department supervisor, in writing, of their work schedules (days of week and shift hours). College students shall provide the appropriate department supervisor, in writing, with their class schedule (semester or quarter as applicable).

Employees will be expected to make themselves available for scheduling on those days/hours which do not conflict with their regularly scheduled jobs/classes. The term "availability" means that staff must be available for a minimum of one listed call-time on days when events are scheduled, unless those call times conflict with primary employment or school schedule. MERC requires employees who hold other non-regularly scheduled jobs to make themselves available to be scheduled for work at MERC before working for another non-regularly scheduled employer.

- 8.3 Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. Any unauthorized change to an employee's schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.
- 8.4 All employees shall be required to attend "All Staff" meetings unless they have made prior arrangements to be excused. Employees shall be notified of the date, time and place for All Staff meetings. When feasible All Staff meetings shall be posted on the tentative calendar, but not less than two (2) weeks' notice shall be given. The Employer shall compensate employees at least two hours, or actual meeting time, whichever is greater. If an employee is unable to attend an All Staff meeting and fails to call, it will be considered a "no call no show."
- 8.5 If an event is canceled due to weather or other conditions beyond the Employer's control, employees who report for work will be compensated on the basis of a two (2) hour minimum call, provided however, that if employees report for work and work one (1) hour or more before cancellation, a minimum call will be applicable, any provision in the Agreement to the contrary notwithstanding.
- 8.6 In the event of a small crowd, if the Employer asks for volunteers to leave early from work, the Employer will still compensate any employee the minimum call if the employee has worked at least one hour as stated in Article 10. If they volunteer to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not retaliate against any employee who does not want to leave early voluntarily.
- 8.7 In the event of the cancellation of a shift at the OCC, PCPA Event Services Department must notify by e-mail or telephone a cancellation of an employee no later than 6:00 p.m. the calendar day before the event for any such cancellation. The Employer will compensate any employee cancelled less than 6:00 p.m. the day before the event on the basis of a two (2) hour minimum call. The only exceptions to the requirement of 8.7 shall involve events being cancelled due to weather, acts of God, such as fires, floods, earthquakes and



storms, cancellations due to power outage, civil disorder or terrorist activities. Sections 8.5 and 8.6 of the Collective Bargaining Agreement do not apply.

**The following Sections 8.8 through 8.11 apply to Leads, Gate Attendants, Ushers, Elevator Operators and Check Room Attendants Only:**

8.8 From the 1<sup>st</sup> through the 10<sup>th</sup> of each month, employees will use a format and system provided by the Employer to indicate their availability for the month following. Employees shall indicate their availability for each calendar day, entering the earliest starting time and the latest ending time they are available, or indicate "All Day." They will also indicate if they wish to work more than one shift. For each calendar day the employee is not available to work, they will indicate "Not Available." Employees shall indicate with a "Pass" the days they are willing and available to work but choose to pass the shift down the seniority list. When scheduling in a non-theatre venue a shift shall generally be no more than 8 hours. If the shift is over 8 hours then the employee will be notified and given the opportunity to decline prior to scheduling.

If shifts are cancelled at any P'5 facility prior to call time, management will make a good faith effort to cancel scheduled shifts for employees that have requested a "pass", in descending seniority order. This provision is not subject to the grievance procedure.

Consistent with the requirements of each event, PCPA Event Services personnel shall begin staffing each day's events by beginning at the top of the Seniority List, and rotate through the list until all shifts are staffed. Employees shall be assigned shifts, in descending order, and in accordance with their experience, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned. If it becomes necessary to schedule over an employee's "Pass," the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order. Employees who are scheduled over their "Not Available" indication ("forced call") will receive a ten percent (10%) pay premium for those shifts. If it becomes necessary to schedule over an employee's "Not Available", the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order. If additional personnel are still required,

the Employer shall fill the call with other labor sources. Each employee shall be given the opportunity to work one shift per pay period regardless of their seniority unless there are not enough total shifts for the total pool to work.

October through April, each Lead will be assigned at least one shift in each venue per month if shifts are available.

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

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

The Employer shall state the number of ushers, gates, checkroom attendants and leads as of the date of posting for each peak month. If the target pool of ushers is below seventy-two (72), or below thirty-two (32) for gate attendants, or below seven (7) for checkroom attendants, or below (6) for leads for a peak month thereafter, Ushers, Gates, checkroom attendants and leads shall have one less shift of required non-peak day availability in that month. The target pool shall exclude employees who are not available more than 50% of the required shifts in the last quarter.

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

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

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

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

**The following Section 8.12 applies only to stage door attendants:**

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

**The following Section 8.13 applies only to ticket sellers and show sellers:**

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

**Use of Volunteers:**

- 8.14 The Employer may allow Oregon Symphony Orchestra and Portland Youth Philharmonic the use of volunteers in conjunction with B-20 unit members for student youth performances (field trips) Monday through Friday, prior to 4 p.m.

### **ARTICLE 9: STRAIGHT SHIFT AND FRACTIONS**

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

- (a) For purposes of computing time, any time worked beyond the minimum call will be computed and paid in fifteen (15) minute increments.
- (b) For purposes of computing total time worked at the Antoinette Hatfield Hall, employee time will be computed from the call time until dismissed by the Employer. No employee will be released from a rehearsal or performance work call prior to completing three (3) hours work, unless the performance or rehearsal has ended.
- (c) Special conditions shall apply to youth concerts or children's theatre productions or at PCPA. In the event two performances of a student youth performance or children's theatre production (field trips) are presented "back-to-back," employees shall be compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. For single public weekend youth concerts or children's theatre productions, employees shall be compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. In the event two performances of a public weekend youth performance or children's theatre production are presented "back-to-back," employees shall be compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. For all other "back to back" performances with separate audiences, employees shall be fully compensated on the basis of separate minimum calls as described above.

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

“Back to back” performances are defined as one-call time for two shows.

- (d) In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, except as identified in 9(c) above.
- (e) No employee covered by this Agreement shall volunteer his or her services without prior, mutual, written consent of the Employer and the Union. The services volunteered must be significantly different than those normally performed in the course of his/her paid job.

#### **ARTICLE 10: PROBATIONARY PERIOD**

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

## ARTICLE 11: TRAINING

- 11.1 (a) Employees who are required to attend orientation or training classes shall be reimbursed by the Employer at the regular straight-time rate of pay for all hours while in attendance and such classes shall not be subject to minimum call-time provisions. Orientation and training classes shall be included within a work call whenever possible. If such classes are not included within a work call, the two (2) hour minimum shall be paid.
- (b) New hires (trainees) shall be scheduled in addition to required labor request, except in cases of unanticipated call needs. Written instructions shall be provided to the trainer and written information shall be provided to the trainee, to be signed by them at the end of the shift. This documentation will be presented to the House/Event Manager and shall be placed in the employee's official personnel file.
- 11.2 Notwithstanding any provision of this Agreement to the contrary, employees undergoing required training will not be entitled to a four (4) hour minimum. Employees undergoing required training will be guaranteed a minimum of two (2) hours for each training session and training that includes training on briefing, ingress, intermission and egress. Employees will be paid "straight time" for all time worked after the two-hour minimum.

## ARTICLE 12: LEAVES OF ABSENCE

- 12.1 Employees covered by this contract shall be eligible for pre-approved, unpaid leave(s) of absence ("LOA") for up to thirty (30) calendar days per fiscal year, which must be requested with a minimum of five (5) days except as provided in Section 12.2. The leave of absence must be requested at least by the 10<sup>th</sup> of the month prior to the leave of absence. After the schedule has been issued, the employee may voluntarily forfeit some of the leave days by letting the scheduler know which days they will be available. If the employee does work some of the five (5) days, those days will still count toward the thirty days of leave of absence available per year. Provisions of Section 8.8 forced call will not apply to the forfeited leave days. A longer leave without pay may be granted at the sole

discretion of the Facility Director not to exceed 90 days. Leaves of absence without pay for periods in excess of ninety (90) days, but not to exceed six (6) months, must be approved by the General Manager. Among the factors which determine whether any unpaid leave of absence will be allowed are:

- needs of the event including but not limited to Peak Day designation as defined in Section 8.9;
- the reason for the request;
- the length of service;
- the employee's prior performance, disciplinary and attendance records;
- any previous leaves of absence (and the length/purpose of such leaves);
- a sincere (and written) commitment to return to work immediately following expiration of the leave.

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

- 12.2 In each fiscal year an employee may designate an additional four annual leave of absence days on any calendar day as Personal Leave which may be taken in one to four day increments and are not subject to forced call, provided they are scheduled no later than the 10th of the previous month. These days are called "super X" days.
- 12.3 **Military Leaves:** To the extent applicable, military leave shall be available to employees under the terms and conditions of federal and/or state law.
- 12.4 **Family and Medical Leaves:** To the extent applicable, the Employer shall grant Family Leave to employees in accordance with the federal Family and Medical Leave Act ("FMLA") and the Oregon Family Leave Act ("OFLA") and as designated in MERC's Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by the law and in MERC's Personnel Policies.

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

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

### **ARTICLE 13: HOLIDAYS**

- 13.1 When employees are engaged for any work on a holiday, the employee shall be compensated at one and one-half (1½) times the regular straight time hourly rate. Holidays for the purposes of this Agreement are:

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

### **ARTICLE 14: RETIREMENT SYSTEM**

MERC presently participates in the Public Employees Retirement System ("PERS") and agrees to maintain such participation for the term of this Agreement, subject to applicable law. MERC will provide all new employees with information regarding PERS. Employees will pay the Employee contribution.



## ARTICLE 15: HEALTH INSURANCE

The Employer agrees to comply with the terms of the federal Affordable Care Act.

## ARTICLE 16: DISCIPLINE

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

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

## ARTICLE 17: GRIEVANCE PROCEDURES

17:1 **Pre-Grievance:** Prior to filing a grievance, employees and/or union representative and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level.

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

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

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

The unit manager and employee shall then attempt to adjust the matter within seven (7) calendar days from the date the grievance is received. The unit manager will respond in writing within seven (7) calendar days.

**Step 2.** If a grievance has not been settled between the affected employee and his or her unit manager, the grievance shall be submitted in writing to the facility director, by the union representative within ten (10) calendar days. The facility director shall respond in writing to the Union representative within ten (10) calendar days after receipt thereof.

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

**Step 4.** Should the parties fail to settle a matter of suspension or termination with the General Manager within seven (7) days from the date of submission to him or her, it may be referred in writing within seven (7) calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties. The Board of Adjustment shall consist of two (2) members designated by General Manager and two (2) members designated by the Union. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from any of the facilities under the jurisdiction of this Agreement or any IATSE local union. The Board of Adjustment shall convene within ten (10) calendar days following referral of the grievance to hear evidence submitted by the Union, the grievant, the facility involved, or the General Manager. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. A majority decision of the Board of Adjustment shall be final and binding on all parties. In the event of a split decision, the grievance shall be considered unsettled.

**Step 5.** If the grievance is still unsettled, the Union shall, within ten (10) calendar days of receipt of the decision of the General Manager have the right to have the matter submitted to final and binding arbitration by submitting a written notice to

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

- 17.3 The provisions of this article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which, it believes in good faith, lacks sufficient merit.
- 17.4 The arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the arbitrator shall be final and binding on the Employer, the Union and all employees involved.
- 17.5 The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised or processed within the above-described time limits. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and the next step of the grievance procedure shall be available.

- 17.6 **Probationary Employees:** A probationary employee suspended or terminated during his or her probationary period shall not be entitled to invoke the arbitration procedure of this article to contest such suspension or termination.
- 17.7 **Extension:** The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.
- 17.8 An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, for purposes of the grievance procedure, the Employer's last response at Step 3 shall be final and binding on all parties.

#### **ARTICLE 18: ADMISSION TO PREMISES**

- 18.1 Any officer or other duly authorized representative of the Union shall be admitted to the premises of the Employer during normal working hours for the purpose of checking the performance of this Agreement by the Employer. Any person so admitted shall comply with all the rules and regulations of the Employer while on its premises.
- 18.2 Any officer or duly authorized representative of the Union must attempt to provide reasonable advance notice to management on duty, or their supervisor, prior to visiting the Employer's facilities shall not interfere with the regular work assignments of employees on duty at the time of such visit.

#### **ARTICLE 19: WAIVER AND SEPARABILITY**

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

## **ARTICLE 20: SUBCONTRACTING**

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

## **ARTICLE 21: DRUG AND ALCOHOL POLICY**

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

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

Exception: The use of medically prescribed or over-the-counter drugs during working hours is allowed and an employee shall have no obligation to inform his or her supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing his or her job safely and adequately (for example, operating mechanical equipment). An employee must inform his or her supervisor that he/she is taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day he or she uses

the medication. Possessing, using, transferring, offering, or being under the influence of marijuana while on the Employer's property or during work time, even if prescribed and used for medicinal purposes, remains prohibited and does not fall within this exception.

- (c) Where the Employer has reasonable cause to believe that an employee may have violated the prohibitions described above, he/she may be suspended immediately and/or be requested to submit to a drug and alcohol test.

21.2 Employees may be subject as a condition of continued employment to searches, inspections and drug and/or alcohol testing in accordance with MERC policy.

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

#### **ARTICLE 22: SAVINGS CLAUSE**

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

#### **ARTICLE 23: FUNDING**

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

by this Agreement, but makes no guarantee as to the availability of revenue in connection therewith.

#### **ARTICLE 24: TERM AND CLOSURE**

- 24.1 This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until June 30, 2019. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after such notice.
- 24.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 24.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

**EXHIBIT A: IATSE LOCAL B-20 PAY SCHEDULE**

Pay Range	Job Code	Classification	2016-17**		2017-18		2018-19	
			Probation Step	Regular Step	Probation Step	Regular Step	Probation Step	Regular Step
815	8065	Show Seller *	\$ 16.20	\$ 16.45	\$ 16.60	\$ 16.86	\$ 17.02	\$ 17.29
820	8075	Ticket Seller	\$ 14.34	\$ 14.60	\$ 14.70	\$ 14.96	\$ 15.07	\$ 15.34
825	8255	Stage Door Attendant	\$ 13.66	\$ 13.91	\$ 14.00	\$ 14.26	\$ 14.35	\$ 14.62
855	8090	Admissions Lead	\$ 17.10	\$ 17.35	\$ 17.52	\$ 17.78	\$ 17.96	\$ 18.23
865	8070	Usher	\$ 13.14	\$ 13.39	\$ 13.47	\$ 13.73	\$ 13.80	\$ 14.07
865	8080	Gate Attendant	\$ 13.14	\$ 13.39	\$ 13.47	\$ 13.73	\$ 13.80	\$ 14.07
865	8265	Elevator Operator	\$ 13.14	\$ 13.39	\$ 13.47	\$ 13.73	\$ 13.80	\$ 14.07
865	8270	Checkroom Attendant	\$ 13.14	\$ 13.39	\$ 13.47	\$ 13.73	\$ 13.80	\$ 14.07

\*Hired prior to 1987

\*\*Upon Ratification



**METROPOLITAN EXPOSITION  
RECREATION COMMISSION**

**IATSE LOCAL B-20**

\_\_\_\_\_ Date: \_\_\_\_\_  
Ross Hume  
Program Manager, Labor Relations and  
Employee Engagement

\_\_\_\_\_ Date: \_\_\_\_\_  
Bambi Ooley  
Business Agent, IATSE B-20

\_\_\_\_\_ Date: \_\_\_\_\_  
Joe Durr  
Director of Event Services, P'5

\_\_\_\_\_ Date: \_\_\_\_\_  
Chris "Radar" Bateman  
International Representative, IATSE B-20

\_\_\_\_\_ Date: \_\_\_\_\_  
Erin Jepson  
Director of Event Services, OCC

\_\_\_\_\_ Date: \_\_\_\_\_  
Warrene Gill  
President, IATSE B-20

\_\_\_\_\_ Date: \_\_\_\_\_  
Antonia Heffelfinger  
Administrative Assistant, P'5

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Michele Doumitt  
Assistant Director of Event Services, P'5

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Clark Moss  
Ticketing/Parking Services Manager, Expo

\_\_\_\_\_ Date: \_\_\_\_\_  
Scott Cruickshank,  
General Manager of Visitor Venues, MERC

## MERC STAFF REPORT

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

**Resolution No.** 17-08 **Presented by:** Ross Hume, Program Manager  
Labor Relations and Employee Engagement

**Date:** April 5, 2017

**Background and Analysis:** The MERC - IATSE B20 collective bargaining agreement represents a contract of the terms and conditions of employment for three full-time Audio/Visual (AV) Lead Technicians and 15 part-time/event-driven AV Technicians. These employees work at the Oregon Convention Center and provide AV services for conventions.

Parties met for their first session of bargaining on June 15, 2016 for negotiations of a successor collective bargaining agreement. Tentative agreement of the contract was reached on February 7, 2017. Ratification was reached by IATSE B20 membership on March 20, 2017.

This resolution is submitted to ratify the contract between IATSE B20 and MERC/Metro for the period July 1, 2016 through June 30, 2019. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- **Recognition:** The Oregon Employee Relations Board certified the Ticket and Show Sellers at the Expo Center as members of IATSE B20 unit on August 29, 2016.
- **Wages:** Upon ratification, wages will be increased by 2.00; by 2.50% on July 1, 2017; and by 2.50% on July 1, 2018.
- **Scheduling:** Definition of a “peak day” changed from three events in one day to two events in one day. Employees are required to be available to work on a peak day.
- **Health Insurance:** Removed “me too” language regarding part-time employee’s eligibility for health insurance.

**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 17-08 which states the MERC Commission approves ratification of the contract.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 17-09**

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

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

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

**WHEREAS**, the Union membership ratified the collective bargaining agreement on March 14, 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 or his designees to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on April 5, 2017.

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

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Chair

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Nathan A. S. Sykes, Deputy Metro Attorney

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Secretary-Treasurer

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**COLLECTIVE  
BARGAINING  
AGREEMENT**

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**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**And**

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

**LOCAL 28-1**

**Effective July 1, 2016 – June 30, 2019**

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## **PREAMBLE**

THIS AGREEMENT is entered into by the METROPOLITAN EXPOSITION-RECREATION COMMISSION, hereafter referred to as the "Employer", "Metro" or "MERC", and LOCAL 28-1, THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA hereafter referred to as the "Union", for the purpose of governing the wages, hours, benefits, and working conditions of employees covered by this Agreement for the term specified herein.

## **WITNESSETH**

## **PURPOSES**

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

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

**ARTICLE I: NON-DISCRIMINATION**

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

## **ARTICLE II: RECOGNITION**

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



### **ARTICLE III: DUES AND WORK FEES**

- 3.1 The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees and membership dues or fair share fees for those who have provided the Employer with written authorization for such deductions. Withholding of Union work fees and membership dues or fair share fees will begin the first of the month following 30 calendar days of employment. If Employer does not receive a signed dues/work fees authorization within 30 days of employment, the employee will be deemed a fair share fee payer. Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing. The employer shall, no later than 15 calendar days after each payday, remit all dues, work fees and fair share fees deducted from employees' pay to the Union.
- 3.2 Work fees will be deducted in a percentage of gross wages per pay period as designated by the Union.
- 3.3 Membership dues may be deducted in an amount equal to 1/24 of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earning received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earning to cover the deduction of the applicable dues or fees.

#### **ARTICLE IV: MANAGEMENT RIGHTS**

- 4.1 The Employer shall have and retain the sole responsibility for the management and operation of all Metro and/or MERC functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following, diminished only as required by law and this Agreement:
- 4.1.1 Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments;
  - 4.1.2 Planning, directing, controlling and determining the operations or services-of Metro and/or MERC;
  - 4.1.3 Determining the methods, means, and the number of personnel needed to carry out any department's or facility's mission;
  - 4.1.4 Hiring and assigning or transferring employees within or between departments or facilities;
  - 4.1.5 Promoting, suspending, disciplining or discharging, consistent with this Agreement;
  - 4.1.6 Laying off or relieving employees due to lack of work or funds;
  - 4.1.7 Introducing new or improved methods, equipment or facilities; and
  - 4.1.8 Directing the work force and issuing, making, changing, publishing and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining, provided they are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. The Employer agrees the Union has the right to challenge work rules through the grievance procedure if it believes work rules are in violation of this Agreement.

## **ARTICLE V: UNION RIGHTS**

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

## **ARTICLE VI: NO STRIKE OR LOCKOUT**

- 6.1 The Union agrees that during the life of this Agreement it will not engage in a strike, picketing, slowdown or other work stoppage regarding any matter covered by this Agreement. The Employer agrees that during the life of this Agreement it will not engage in a lockout regarding any matter covered by this Agreement. In addition, the Union agrees not to engage in a sympathy strike. The Employer and the Union each agree that neither shall engage in any strike, slowdown, other work stoppage or lockout except in compliance with and as permitted by Oregon Law.
- 6.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing or strike in violation of Section 10.1, the Union agrees to immediately notify any employees engaging in such activities to cease and desist. The Union agrees to declare that such work stoppage, slowdown, picketing or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all employees of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 10.1 above to return to work.

## **ARTICLE VII: SUBCONTRACTING**

- 7.1 Management will provide first opportunity for AV work at the Oregon Convention Center to bargaining unit members employed by MERC at the Oregon Convention Center in accordance with current and past practice based upon employee availability and applicable skills as determined by management. The parties acknowledge that it is the past and current practice of the employer to subcontract out bargaining unit work based upon the following three factors: 1) employee availability 2) Over-capacity situations where the amount of work exceeds staffing levels of bargaining unit members employed by MERC at the Oregon Convention Center and 3) applicable skills as determined by management.
- 7.2 The parties acknowledge that management retains the right under its sole discretion to select outside vendors to perform such work. Management shall retain the past practice and present methods of its operation.

**ARTICLE VIII: WAGES**

- 8.1 Upon ratification of both parties, wages as reflected in Exhibit A will be implemented.
- 8.2 Upon ratification by both parties, but not before July 1, 2017, wages as reflected in Exhibit A will be increased 2.00%.
- 8.3 Upon ratification by both parties, but not before on July 1, 2018, wages as reflected in Exhibit A will be increased 1.50%.

## **ARTICLE IX: WORK SCHEDULES**

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

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

- 9.2 All employees shall be allowed an unpaid lunch break of at least thirty (30) minutes, but not more than one hour for every work shift of at least six hours. All employees are entitled to a fifteen (15) minute paid break period for every four-hour segment or major portion thereof worked in the work period. If an employee works a shift longer than 10 hours they are entitled to three paid breaks.

## **ARTICLE X: HEALTH AND WELFARE BENEFITS**

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

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

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

10.2 **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.

10.3 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



- 10.4 **Premium Sharing:** Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee.

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

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

- 10.5 **Plan Changes:** If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the JLMC for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure which it is offering employees.
- 10.6 **Life, Long Term Disability and Accidental Death and Dismemberment Insurance:** Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are benefit-eligible at no cost to the employee.
- 10.7 The Employer shall provide an employee assistance program (EAP) to benefit-eligible employees at no cost to the employee.

## **ARTICLE XI: RETIREMENT**

- 11.1 During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS).
- 11.2 For employees active on the payroll as of June 30, 2011, Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6) percent of the employee's base salary, in addition to the required employer contributions.
- 11.3 Any employees hired July 1, 2011 or thereafter will pay the entire six (6) percent of base salary employee contribution through payroll deductions.
- 11.4 Unused accrued hours of sick leave will be reported to PERS at the time an employee separates from employment with Metro, per PERS guidelines.

## **ARTICLE XII: SICK LEAVE**

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

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

12.1.2 **Eligibility for Use:**

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

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

12.1.4 **Reasons for sick leave use:**

Employees may use accrued sick leave:

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE XIII: OTHER LEAVES**

- 13.1 **ADA and Family Medical Leave:** Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering leave for qualified employees.

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

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

- 13.2 **Bereavement Leave:** An employee absent from duty by reason of the death of his or her spouse, same-sex 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, relatives of domestic partners that are equivalent to those in-laws, or other household member shall be allowed three (3) days time off duty, within 90 days of notification. Additional leave may be granted upon approval and any additional time off will be charged against accumulated sick leave. The Employer shall comply with the Oregon Family Leave Act.

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

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

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

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

All requests for leave of absence without pay shall be in writing, shall be directed to the department manager and shall contain the reason for the leave request. All requests and approvals shall be in writing and shall be filed in the Metro Human Resources Department. Requests of less than ten (10) calendar days may be approved by the Department Director. This leave may be extended by the Venue Director for up to an additional ninety (90) days. All requests for leave beyond ninety (90) days and up to six (6) months must be approved by the General Manager of Visitor Venues.

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

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

**ARTICLE XIV: HOLIDAY**

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

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving Day	The Day After Thanksgiving Day
Christmas Day	December 25th
Three Personal Days	Open

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

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

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

14.5 Full-time employees who complete their initial probationary period will be eligible to take up to three (3) days of personal holiday time per section A. The personal holidays must be used within the fiscal year in which they accrue. Employees hired between July 1 and October 31 will receive three (3) personal days. Employees hired between November 1 and February 29 will receive two (2) personal days; and employees hired between March 1 and June 30 will receive one (1) personal day. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not



taken by an employee during the fiscal year shall be lost and are not compensable. No payment for personal days accrued and not taken shall be provided for any employee upon termination of employment for any reason.

- 14.6 No employee shall receive holiday pay if the employee is absent on their scheduled work day either immediately preceding or immediately following the holiday, unless they were in a paid status for the entire such day before and day after, or unless they have applied to their supervisor in writing for approval for the time off within that pay period and it has been approved by the supervisor.
- 14.7 Whenever one of the holidays listed in Section A of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs.

**ARTICLE XV: VACATION**

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

<b>Equivalent Accrual of Hours at 24 Pay Periods/Year (based on a 40 hr work week)</b>	<b>Accrual Rate Per Hours Paid</b>	<b>Total Years of Full Time Service</b>	<b>Equivalent Annual Vacation Hours for Full-Time Employees</b>
3.34	.0385 hrs	Date of hire through completion of 4 yrs	80
5.00	.0577 hrs	Beginning of 5 yrs through completion of 9 yrs	120
5.84	.0674 hrs	Beginning of 10 yrs through completion of 14 yrs	140
6.67	.0770 hrs	Beginning of 15 yrs through completion of 19 yrs	160
7.50	.0866 hrs	Beginning of 20 yrs through completion of 24 yrs	180
8.34	.0962 hrs	25 or more	200

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

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

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

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

## **ARTICLE XVI: Overpayments and Underpayments of Wages and Benefits**

### **16.1 Overpayments**

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

- 16.1.1 The Employer shall notify the employee in writing of the overpayment. The Employer shall notify the Union of overpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an overpayment exists and the amount of wages and/or benefits to be repaid.
- 16.1.2 The employee shall respond to the overpayment notification within 14 calendar days. The employee may respond by (1) accepting the Employer's proposed repayment schedule by completing and returning a form provided by the Payroll Division; (2) disputing the existence or amount of the overpayment by filing a step 1 written grievance; or (3) requesting consideration of alternative repayment options. At the employee's request, the Union may respond on behalf of the employee.
- 16.1.3 If the employee does not accept the Employer's proposed repayment schedule within 14 days, the employee, the Union (at the request of the employee) and the Employer shall attempt in good faith to reach mutual agreement on the amount of the overpayment and a repayment schedule within 14 days of the employee's response. The parties may extend this timeline by written mutual agreement.
- 16.1.4 The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the Employer will use the payroll system to process the corresponding adjustments if, in the Employer's determination, it is lawful and cost-effective to do so.
- 16.1.5 This Article does not waive the Employer's right to pursue discipline or other legal or administrative procedures and processes to recover an overpayment made to an employee at any time should the employee and the Employer not reach agreement per the procedure outlined in this Article.

### **16.2 Underpayments**

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

- 16.2.2 The Employer shall correct any such underpayment that was made within a maximum period of two years before the notification.
- 16.2.3 This Section applies only to undisputed underpayments. This Section will not apply to disputes over the application of terms of this Agreement.

## **ARTICLE XVII: DISCIPLINE AND DISCHARGE**

- 17.1 No regular status employee (non-probationary) shall be disciplined or discharged without just cause. Discipline shall include oral reprimand, written reprimand, suspension, demotion, or termination (discharge). Progressive discipline will be followed and the nature and seriousness of the offense shall determine which level progressive discipline is initiated.
- 17.2 If the Employer has reason to discipline an employee, every reasonable effort will be made to avoid embarrassment to the employee before other employees or the public.

## **ARTICLE XVIII: RESOLUTION OF DISPUTES**

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

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

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

### **Steps of Grievance Procedure**

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

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

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

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

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

### **Arbitration**

If the grievance is still unsettled, the Union may within fourteen (14) calendar days of the date of the Employer's Step III response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step III, notify the Employer and the Metro Human Resources Department in

writing of its desire to have the matter arbitrated by a third party agreed upon by Metro and the Union.

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

The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision, which shall be final and binding on the Employer, the Union and all involved employees. The arbitrator shall have no authority to amend, modify, nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer.

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

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

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

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

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

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



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

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

## **ARTICLE XIX: PROBATION AND BREAK IN SERVICE**

### **Probation**

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

### **Break in Service**

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

## **ARTICLE XX: SAVINGS CLAUSE**

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

## **ARTICLE XXI: TERM OF AGREEMENT**

- 21.1 The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific term of this Agreement shall be effective upon the ratification of both parties and until June 30, 2019, when it shall cease and expire on that date.
- 21.2 Closure: The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.
- 21.3 Amendment: The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

**EXHIBIT A: PAY SCHEDULE**

Metropolitan Exposition Recreation Commission  
IATSE, Local 28-1 Hourly Rate Pay Schedule

<b>AV Technician</b>	
Probationary	Regular
\$ 17.87	\$ 22.19

<b>Lead AV Technician</b>	
Probationary	Regular
N/A	\$25.26

<b>Rate While Performing Rigging at 30 Feet or Higher*</b>
\$29.26

\*As directed by management

## MERC STAFF REPORT

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

**Resolution No.** 17-09 **Presented by:** Ross Hume, Program Manager,  
Labor Relations and Employee Engagement

**Date:** April 5, 2017

**Background and Analysis:** The MERC - IATSE 28-1 collective bargaining agreement represents a contract of the terms and conditions of employment for three full-time Audio/Visual (AV) Lead Technicians and 15 part-time/event-driven AV Technicians. These employees work at the Oregon Convention Center and provide AV services for conventions.

In September 2015, the Oregon Employee Relations Board certified IATSE Local 28-1 as the exclusive representative for all AV employees at the Oregon Convention Center. Parties met for their first session of bargaining on November 4, 2015 to create an inaugural collective bargaining agreement. Tentative agreement of the contract was reached on February 22, 2017. Ratification was reached by IATSE 28-1 membership on March 14, 2017.

This resolution is submitted to ratify the contract between IATSE 28-1 and MERC/Metro for the period July 1, 2016 through June 30, 2019. This three-year initial agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- Efficiency of Operations
  - Due to the dynamic nature of the operation, management or members of other bargaining units may, under certain circumstances, assist in AV work at the convention center.
- Subcontracting
  - Management retains the right to subcontract AV work to independent contractors and workers from temporary agencies in accordance with past practice. All contractors and workers not employed by MERC as AV Techs or AV Lead Techs are not covered under the terms of this CBA.
- Wages and Pay Schedule
  - New pay scale reflects one “probationary” rate and one “regular” rate for each classification. Upon ratification, these new wage rates will be implemented.
  - Effective July 1, 2017 wages will be increased by 2.0%; Effective July 1, 2018, wages will be increased 1.5%
- Health and Welfare
  - Health and Welfare benefits are provided to full time employees or to those employees who work over 30 hours per week in a 12 month look-back period, in compliance with the Affordable Care Act.
- Holidays and Vacation
  - Paid holidays and vacation are available to full time employees similar to other represented employees at OCC.
- Retirement
  - In accordance with current and past practice, employees hired before June 30, 2011 MERC pays the 6% PERS “pick up;” Employees hired after this date pay the 6%.
- Sick Leave
  - All employees accrue sick leave at .05 hours per each hour paid, in compliance with the Oregon Paid Sick Leave law.

**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 17-09 which states the MERC Commission approves ratification of the contract.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 17-10**

For the purpose of selecting Hollywood Lights, Inc. for the lighting system replacement project in the Newmark Theater and Dolores Winningstad Theater at Portland’s Centers for the Arts.

**WHEREAS**, Portland’s Centers for the Arts requires new equipment to complete a lighting renewal and replacement project in two theaters to replace obsolete and energy inefficient equipment, and;

**WHEREAS**, staff completed an extensive Request for Bid process for this equipment, and;

**WHEREAS**, staff received 2 qualified bids and determined the lowest responsive bid, and;

**WHEREAS**, staff selected the low bidder, Hollywood Lights, Inc., a local company with a bid of \$404,000.00, and;

**WHEREAS**, staff recommends selection by the Metropolitan Exposition Recreation Commission (“Commission”) of Hollywood Lights, Inc. for this equipment.

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

1. Selects Hollywood Lights, Inc. as the successful low bidder in the amount of \$404,000.00 to provide equipment for the stage and house lighting system replacement projects in the Newmark Theater and Dolores Winningstad Theater at Portland’s Centers for the Arts.
2. Approves the award of the contract to Hollywood Lights, Inc. in a form substantially similar to the attached Exhibit A and delegates authority to the General Manager of Visitor Venues to execute the contract on behalf of the Commission.

Passed by the Commission on April 5, 2017

\_\_\_\_\_

Chair

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

By: \_\_\_\_\_

Nathan A. S. Sykes  
Deputy Metro Attorney

\_\_\_\_\_

Secretary-Treasurer

# Goods and Supply Contract

MERC Contract No. 207064

## For Goods and Supply Contracts over \$50,000

This Contract is entered into between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Hollywood Lights, Inc., whose address is 5251 SE McLoughlin Blvd, Portland, OR 97202, hereinafter referred to as the "Contractor".

### TERM OF CONTRACT

The term of this Contract shall be for the period commencing April 15, 2017, through and including October 15, 2017, unless terminated or extended as provided in this Contract.

### CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the Contractor for goods supplied as described in Attachment A. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A in an amount not to exceed FOUR HUNDRED FOUR THOUSAND and 00/100ths Dollars (\$404,000.00). Payment shall be on a unit price only for those goods received in an acceptable condition to MERC. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of items purchased. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.

### ATTACHMENT A - Unit Pricing of Goods

Attachment A shall describe the goods purchased under this agreement. Contractor understands and expressly agrees that not all items in Attachment A will be needed. MERC shall have complete discretion to select only those goods needed at the time.

### ATTACHMENT B - Delivery and Service Requirements

Delivery shall be to MERC at the designated point f.o.b. as set forth in Attachment B or at MERC docks if no designated point is expressly listed in Attachment B, which is incorporated by this reference as if set forth in full. MERC shall have the right to reject any and all goods or services upon inspection. All other service requirements, including time and place of delivery shall be in accordance with Attachment B.

**Intergovernmental Cooperative Agreement** – Pursuant to ORS 279A and the Metro public contract code, MERC participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to MERC under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and MERC makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials \_\_\_\_\_.**

**ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS A PART OF THIS AGREEMENT.**

CONTRACTOR

METRO EXPOSITION RECREATION COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



# Goods and Supply Contract

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MERC Contract No. 207064

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I: ATTACHMENT A**

CONTRACTOR shall deliver to MERC the goods described attached hereto as Attachment A (Unit Pricing of Goods). All goods shall be of excellent quality.

**ARTICLE II: ATTACHMENT B**

Title to materials purchased hereunder shall pass to MERC f.o.b. at the designated point in Attachment B (Delivery and Service Requirements), or if not provided for, at the designated MERC docks.

**ARTICLE III: LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC. CONTRACTOR is responsible for the acts and omissions of its' agents, employees, subcontractors and/or representatives and for all claims.

**ARTICLE IV: TERMINATION**

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. MERC shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by MERC shall not waive any claim or remedies it may have against CONTRACTOR.

**ARTICLE V: INSURANCE**

CONTRACTOR shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies. CONTRACTOR shall email Certificate of Insurance to [submitdocuments@oregonmetro.gov](mailto:submitdocuments@oregonmetro.gov). CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation. CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number. CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

**ARTICLE VI: PUBLIC CONTRACTS**

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279B.220 to 279B.235.

**ARTICLE VII: MODIFICATIONS**

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

**ARTICLE VIII: QUALITY OF GOODS**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this contract, and are hereby expressly not disclaimed.

# Goods and Supply Contract

MERC Contract No. 207064

## ARTICLE IX: SAFETY

If services of any nature are to be performed in connection with the providing goods pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable MSD sheets shall accompany the goods.

## ARTICLE X: RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

## ARTICLE XI: COMPLIANCE

CONTRACTOR shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## ARTICLE XII: REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is in compliance with all applicable local, regional and state Tax Laws as of the effective date of this Contract. Contractor agrees to continue to comply with all Tax Laws throughout the duration of this Contract and any extensions. Any breach of the above set forth warranty, misrepresentation, or violation of Contractor's covenant to continue to comply with said Tax Laws during the term of the Contract shall constitute a material breach of this Contract. Such breach shall entitle Metro to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies against Contractor available under this Contract, at law, or in equity, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor, limited specific performance, declaratory or injunctive relief. For purposes of this section, the term "Tax Laws" includes but is not limited to laws ORS 305.620 and ORS chapters 316, 317 and 318, and any tax provisions imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, or that applies to goods, services, or property, whether tangible or intangible, supplied by Contractor.

## ARTICLE XIII: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated to reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XIV: SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## ARTICLE XV: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from the Contract without prior written consent from MERC, consent shall not be unreasonably withheld.

## ARTICLE XVI: OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of Metro and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to Metro all rights of reproduction and the copyright to all such documents.

- A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
1. The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
  2. Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
  3. Any cost and pricing data relating to the contract; and
  4. Payments made to all suppliers and subcontractors.

# Goods and Supply Contract

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MERC Contract No. 207064

- B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 27B9.110 and Metro Code Section 2.04.052.

## ARTICLE XVII: SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

## ARTICLE XVIII: COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

## ARTICLE XIX: DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Frank Locke  
Hollywood Lights, Inc  
5251 SE McLoughlin Blvd,  
Portland, OR 97202  
503-232-8505 fax

To Metro: Metro Procurement Services  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Ed Williams  
1111 SW Broadway  
Portland, OR 97205  
503-796-6507 fax

# Goods and Supply Contract

MERC Contract No. 207064

## ATTACHMENT A Unit Pricing of Goods

Attachment A described the goods purchased under this agreement. It is expressly understood that not all items in Schedule A may be needed. MERC shall have complete discretion to select only those goods and amounts needed at the time.

### Newmark – Production Lighting

#### I. Power Control System to consist of:

#### NMK 56, 57, 58 - PL - Section 1, 2, & 3

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	7141A1006-4	<b>SR3AF-48</b> - Black Sensor3 48-Module Dimmer Rack with Advanced Features - Designed for 3 phase 4 wire and ground operation at a maximum of 800A, 120/208V, 60Hz AC	\$10,451.53	\$31,354.58
3	7141A2006-4	<b>SR3-48 DOOR</b> - Black SR3-48 Locking Door with Filter	\$0.00	\$0.00
3	7140A1003	<b>CEM3</b> - CEM3 Control Module	\$1,906.04	\$5,718.13
107	7050A1004	<b>D20AF</b> - Dual 20A Dimmer Module with Advanced Features, 500ms rise time (214 Dimmers)	\$370.80	\$39,675.60
30	7050A1007	<b>D50AF</b> - Single 50A Dimmer Module with Advanced Features, 500ms rise time (30 Dimmers)	\$312.25	\$9,367.58
1	7050A1013	<b>CC20</b> - Dual 20A Constant Current Module (2 Constant Breakers)	\$123.60	\$123.60
6	7050A1014	<b>AFM</b> - Air Flow Module	\$35.78	\$214.67

#### NMK 62 - PL2

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7141A1025-4	<b>SR3-6</b> - Black Sensor3 6-Module Dimmer Rack - Designed for 3 phase 4 wire and ground operation at a maximum of 100A, 120/208V, 60Hz AC, Ships with Door	\$7,530.16	\$7,530.16
1	7140A1003	<b>CEM3</b> - CEM3 Control Module	\$1,906.04	\$1,906.04
6	7050A1202	<b>TR20SAF</b> - Dual 20A ThruPower Module with Advanced Features, 350ms rise time (12 circuits)	\$406.58	\$2,439.47

#### Control System to consist of:

#### NMK 67 (Includes 68 thru 70, 72 thru 74, & 82 thru 84)

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-10031	<b>RACK</b> - Black 19" rack sized as job requires and to include: quad power box, and blank panels to fill	\$8,308.04	\$8,308.04
1	QUOTE-10032	<b>DOOR</b> - Door for Rack	\$224.43	\$224.43
2	2100A2008	<b>PATCH PANEL 24X</b> - 2U 19" rack-mount patch panel with 24 open slots	\$35.78	\$71.56
48	N2027	Cat5e Modular Jack for above Patch Panel	\$10.41	\$499.60
2	SGE1062	<b>MAP BR2</b> - 2U Brush Grommet Panel	\$78.06	\$156.13
48	N4035	2' CAT5 Patch cable, black	\$5.20	\$249.80
2	SGN1129-M	<b>CISCO SG300-28PP</b> - Cisco Switch	\$1,138.42	\$2,276.84

# Goods and Supply Contract

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		- 24 RJ-45 ports of 10/100/1000 PoE+ (180W total allowance) - 2 RJ-45 ports of 10/100/1000 - 2 combo ports of RJ-45 or mini-GBIC/SFP		
1	PJPS1012	<b>MAP 1000R</b> - 1000VA / 750W rack-mount UPS	\$1,128.66	\$1,128.66
1	SGE1297	<b>MAP D3LK</b> - 3 rack unit rack drawer with black anodized finish and key lock	\$243.95	\$243.95
1	SGE1226	<b>MAP SS</b> - Heavy Duty Sliding Shelf	\$162.63	\$162.63

**NMK 12 thru 14, 25, 27, 28, 30, 32, 37, 40, 42, 44, & 50 (to fit existing back boxes/pipe mount existing)**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
13	Custom Item	<b>ECPB Net</b> - Net Control Plug-in Station with: 1 - RJ-45 (568B) Connector in XLR case	\$178.89	\$2,325.63

**NMK 3 (to fit existing back box)**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	<b>ECPB Net</b> - Net Control Plug-in Station with: 1 - RJ-45 (568B) Connector in XLR case	\$178.89	\$178.89

**NMK 10**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	<b>ECPB N/N/N</b> - Custom Net / Net / Net Control Plug-in Station with: 3 - RJ-45 (568B) Connector in XLR case	\$276.47	\$276.47

**NMK 23**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	<b>ECPB N/N/N/N</b> - Custom Net / Net / Net / Net Control Plug-in Station with: 4 - RJ-45 (568B) Connector in XLR case	\$292.74	\$292.74

**NMK 86 thru NMK 88**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	4260A1117	<b>N34G-4F</b> - Net3 Only Four Port Output Gateway with: 1 - Gateway Chassis 4 - Output Modules	\$1,040.84	\$3,122.53

**Architectural Control System to consist of:**

**NMK 81**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7184A1532	<b>P-TS7-PE</b> - Paradigm 7" Ethernet Portable Touchscreen Station to include: - 7" Black Portable Touchscreen - 25' Ethercon to RJ-45 cable	\$1,886.53	\$1,886.53

# Goods and Supply Contract

MERC Contract No. 207064

**Newmark – House & Worklight System**

**I. Power Control System to consist of:**

**A. NMK 60 - NHD-E**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	<b>DRD6-12-120</b> - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$4,877.84	\$4,877.84
1	7186A1209	<b>E-ACP-TK</b> - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05
1	7186A1201	<b>E-ACP</b> - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
4	7083A1019	<b>D15E-</b> - Dual 15A Dimmer Module, 500µs rise time (8 Dimmers)	\$318.76	\$1,275.03
2	7083A1085	<b>R20</b> - Dual 20A 120V Relay Module (4 Relays)	\$318.76	\$637.52

**B. NMK 61 - NHD**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	<b>DRD6-12-120</b> - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$4,877.84	\$4,877.84
1	7186A1209	<b>E-ACP-TK</b> - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05
1	7186A1201	<b>E-ACP</b> - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
4	7083A1019	<b>D15E-</b> - Dual 15A Dimmer Module, 500µs rise time (8 Dimmers)	\$318.76	\$1,275.03
2	7083A1025	<b>CC20-</b> - Dual 20A Constant Current Module (4 Constant Breakers)	\$126.85	\$253.71
1	7180A1202	<b>EBDK-TAP</b> - DRd Emergency Bypass Detection Tap Kit	\$130.11	\$130.11

**C. NMK 75**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7123A1104	<b>ERP48-FT48</b> - Echo Relay Panel Feedthrough to Contain: 48- 20A Single pole mechanically latching relays 1 - DMX Interface 1 - Astronomical and realtime timeclock	\$8,110.96	\$8,110.96
1	7123K1102	<b>ERP-FT-NET</b> - Echo Relay Panel Feedthrough Ethernet Interface to support: Up to 4 sources of sACN Web Browser interface	\$162.63	\$162.63



# Goods and Supply Contract

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<b>D. NMK 65</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1200	<b>EBDK</b> - Emergency Bypass Detection Kit	\$520.42	\$520.42

<b>E. NMK 66</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1226	<b>DEBC-6</b> - DMX Emergency Bypass Controller, to consist of: (1) DMX In and (6) DMX Out connections Contact closure input AC power input (8) DMX Termination kits for Belden 9729 or equivalent	\$520.42	\$520.42

## II. Control System to consist of:

**A. NMK 63 & 64 are not included in this quotation**

**B. NMK 77 (includes NMK 71, 78, 79, 80, 89, & 90)**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-10031	<b>RACK</b> - Black 19" rack sized as job requires and to include: quad power box, and blank panels to fill	\$5,895.91	\$5,895.91
1	QUOTE-10032	<b>DOOR</b> - Door for Rack	\$224.43	\$224.43
1	7180A1023	<b>ERN4-RM-120</b> - ERn4 Enclosure Rack-mount 100-120V	\$1,203.47	\$1,203.47
2	7180A1009	<b>P-ACP2</b> - Paradigm Architectural Control Processor	\$1,886.53	\$3,773.05
1	7182A1001	<b>P-SPM</b> - Paradigm Station Power Module - supports 32 stations and (1) 500m wire segment	\$650.53	\$650.53
1	7182A1003	<b>P-REP</b> - Paradigm ERn-mount Station Repeater Module - supports 30 additional stations and (1) additional 500m wire segment	\$780.63	\$780.63
1	2100A2008	<b>PATCH PANEL 24X</b> - 2U 19" rack-mount patch panel with 24 open slots	\$35.78	\$35.78
24	N2027	Cat5e Modular Jack for above Patch Panel	\$10.41	\$249.80
1	SGE1062	<b>MAP BR2</b> - 2U Brush Grommet Panel	\$78.06	\$78.06
24	N4035	2' CAT5 Patch cable, black	\$5.20	\$124.90
1	SGN1129-M	<b>CISCO SG300-28PP</b> - Cisco Switch - 24 RJ-45 ports of 10/100/1000 PoE+ (180W total allowance) - 2 RJ-45 ports of 10/100/1000 - 2 combo ports of RJ-45 or mini-GBIC/SFP	\$1,138.42	\$1,138.42
1	4260A1120	<b>N34G-4TERM-RR</b> - Net3 Only Four Port Terminal Gateway with: 1 - Gateway Chassis 4 - Terminal Modules 1 - Rack Mount Kit	\$1,073.37	\$1,073.37
1	PJPS1012	<b>MAP 1000R</b> - 1000VA / 750W rack-mount UPS	\$1,053.85	\$1,053.85

# Goods and Supply Contract

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<b>C. NMK 91</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	SGE1304	<b>PATHWAY 4815</b> - eDIN 12-way Installation RDM Opto Splitter with enclosure and power supply	\$2,498.02	\$2,498.02

**III. Architectural Control System to consist of:**

**A. NMK 1, 6, 15, 22, 26, 29, 31, 33, 35, 36, 38, 39, 41, 43, 45, 48, 49, & 85**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
18	QUOTE-20006	<b>UH10002-Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 2 - Select Switches Custom nomenclature to be determined	\$61.80	\$1,112.40
18	7181B2005	<b>UH10002</b> - 1-gang, 2-button electronics assembly w/IR Port	\$146.37	\$2,634.63
1	7081A2004-1	<b>SBB1</b> - Unison 1-gang surface-mounted back box	\$39.03	\$39.03

**B. NMK 2, 4, 5, 18, 54, & 55**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
6	Custom Item	<b>UH10003-Z</b> - Color/Material/Finish 1-gang faceplate assembly to include the following: 3 - Select Switch(es) Custom/standard nomenclature to be determined	\$110.59	\$663.54
6	7181B2006	<b>UH10005</b> - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$878.21

**C. NMK 7, 8, 16, 19 thru 21, 34, 47 & 51**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
9	QUOTE-20005	<b>UH10001-Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 1 - Select Switch Custom nomenclature to be determined	\$61.80	\$556.20
9	7181B2004	<b>UH10001</b> - 1-gang, 1-button electronics assembly w/IR Port	\$146.37	\$1,317.32



# Goods and Supply Contract

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<b>D. NMK 46</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	<b>UH10005-Z</b> - Custom Metal Panel to fit existing backbox to consist of: 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$159.38	\$159.38
1	7181B2006	<b>UH10005</b> - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$146.37

<b>E. NMK 52</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	<b>UH10004-Z</b> - Color/Material/Finish 1-gang faceplate assembly to include the following: 4 - Select Switch(es) Custom/standard nomenclature to be determined	\$78.06	\$78.06
1	7181B2006	<b>UH10005</b> - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$146.37

<b>F. NMK 9</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	Custom Metal Faceplate to fit existing box to contain: 1 - 1-gang, 5-button electronics assembly w/IR Port with Faceplate 3 - 1-gang, 10-button electronics assembly w/IR Port with Faceplate 1 - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - LinkConnect/ Ethernet termination kit	\$2,452.48	\$2,452.48

<b>G. NMK 24</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	Custom Item	Custom Metal Faceplate to fit existing box to contain: 1 - 1-gang, 5-button electronics assembly w/IR Port with Faceplate 1 - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - LinkConnect/ Ethernet termination kit 1 - Custom 6-gang faceplate assembly to include the following: -11 - Slider Assembly(ies) - 7 - Select Switch(es) 1 - XLR-5MDM3 DMX In Connector Custom/standard nomenclature to be determined	\$2,598.85	\$2,598.85

# Goods and Supply Contract

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Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7490A1002	<b>ARCMTX1</b> - ArcSystem ArcMesh TX1 Wireless Transmitter to include: - 100-240 VAC power input - Wired DMX to ArcMesh wireless gateway - Supports up to 100 fixtures - Supports Primary or Backup use	\$520.42	\$520.42

**H. Devices not included in this quotation: NMK 17 & 53**

**IV. Distribution Equipment to consist of:**

**A. NMK D1 is not included in this quotation**

**V. Theatrical Fixtures and Accessories to consist of:**

**A. EE**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
169	7490A1754	<b>ARCLE26G24F2700</b> - GDS ArcLamp 24V 2700K Frost Globe E26	\$44.72	\$7,558.30
2	7490A1034	<b>ARCLMD700CV24</b> - ArcSystem ArcLamp 24V Driver to include: - 90-260VAC Line Voltage input - Support for up to 700W - Smooth dimming to 0% - Wired DMX Control input	\$2,073.55	\$4,147.10

**B. EE1**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
80	7490A1754	<b>ARCLE26G24F2700</b> - GDS ArcLamp 24V 2700K Frost Globe E26	\$44.72	\$3,577.89
1	7490A1034	<b>ARCLMD700CV24</b> - ArcSystem ArcLamp 24V Driver to include: - 90-260VAC Line Voltage input - Support for up to 700W - Smooth dimming to 0% - Wired DMX Control input	\$2,073.55	\$2,073.55

**C. JJ**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
73	7490A1753	<b>ARCLE26G24C2700</b> - GDS ArcLamp 24V 2700K Clear Globe E26	\$44.72	\$3,264.83
1	7490A1034	<b>ARCLMD700CV24</b> - ArcSystem ArcLamp 24V Driver to include: - 90-260VAC Line Voltage input - Support for up to 700W - Smooth dimming to 0% - Wired DMX Control input	\$2,073.55	\$2,073.55

**Winningstad – House & Worklight System**

**I. Power Control System to consist of:**

**A. DWT 15 - WHD-E**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	<b>DRD6-12-120</b> - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$9,645.48	\$9,645.48
1	7186A1209	<b>E-ACP-TK</b> - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05

# Goods and Supply Contract

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1	7186A1201	<b>E-ACP</b> - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
2	7083A1025	<b>CC20-</b> - Dual 20A Constant Current Module (4 Constant Breakers)	\$123.60	\$247.20
4	7083A1019	<b>D15E-</b> - Dual 15A Dimmer Module, 500µs rise time (0 Dimmers)	\$318.76	\$1,275.03
1	7180A1202	<b>EBDK-TAP</b> - DRd Emergency Bypass Detection Tap Kit	\$130.11	\$130.11

## B. DWT 14 - WHD

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7183A1005	<b>DRD6-12-120</b> - DRd6 100-120V Rack Enclosure - Designed for 3 phase 4 wire with ground operation at a maximum of 100A	\$9,645.48	\$9,645.48
1	7186A1209	<b>E-ACP-TK</b> - Echo Network Option Card to Include: - One DRd Network Termination Card - One Cat5 Termination Kit	\$65.05	\$65.05
1	7186A1201	<b>E-ACP</b> - Echo Architectural Control Processor to include: - One control processor for use with Unison DRd Enclosure	\$582.22	\$582.22
6	7083A1019	<b>D15E-</b> - Dual 15A Dimmer Module, 500µs rise time (0 Dimmers)	\$318.76	\$1,912.55

## C. Modules for existing SR rack

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
42	7050A1031	<b>D20E</b> - Dual 20A Dimmer Module, 500µs rise time (84 Dimmers)	\$325.26	\$13,661.05
3	7050A1007	<b>D50AF</b> - Single 50A Dimmer Module with Advanced Features, 500µs rise time (3 Dimmers)	\$318.76	\$956.27
3	7050A1085	<b>R20AF</b> - Dual 20A Relay Module with Advanced Features (6 Relays)	\$325.26	\$975.79

**Note: SR rack is existing and not included in this quotation.**

## D. DWT 18 - WLRP

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7123A1102	<b>ERP24-FT24</b> - Echo Relay Panel Feedthrough to Contain: 24- 20A Single pole mechanically latching relays 1 - DMX Interface 1 - Astronomical and realtime timeclock	\$10,387.98	\$10,387.98
1	7123K1102	<b>ERP-FT-NET</b> - Echo Relay Panel Feedthrough Ethernet Interface to support: Up to 4 sources of sACN Web Browser interface	\$162.63	\$162.63

# Goods and Supply Contract

MERC Contract No. 207064

<b>E. DWT 16</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1200	<b>EBDK</b> - Emergency Bypass Detection Kit	\$520.42	\$520.42

<b>F. DWT 19</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7180A1226	<b>DEBC-6</b> - DMX Emergency Bypass Controller, to consist of: (1) DMX In and (6) DMX Out connections Contact closure input AC power input (8) DMX Termination kits for Belden 9729 or equivalent	\$520.42	\$520.42

**II. Control System to consist of:**

**A. DWT 17 & 24 thru 29**

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-10031	<b>RACK</b> - Black 19" rack sized as job requires and to include: quad power box, and blank panels to fill	\$10,663.55	\$10,663.55
1	QUOTE-10032	<b>DOOR</b> - Door for Rack	\$224.43	\$224.43
1	7180A1023	<b>ERN4-RM-120</b> - ERn4 Enclosure Rack-mount 100-120V	\$1,236.00	\$1,236.00
2	7180A1009	<b>P-ACP2</b> - Paradigm Architectural Control Processor	\$1,886.53	\$3,773.05
1	7182A1001	<b>P-SPM</b> - Paradigm Station Power Module - supports 32 stations and (1) 500m wire segment	\$650.53	\$650.53
1	7180A1150	<b>P-CCS</b> - Paradigm Central Control Server with: Support for up to 12 Paradigm Architectural Control Processors Native BACnet IP interface Virtual touchscreen (VTS) Interface (2) Ethernet Connections for Lighting System (1) Optional Ethernet Connection to Building Network (BACnet) (2) 12V, 5A Power Supplies	\$3,249.38	\$3,249.38
1	2100A2004	<b>PATCH PANEL 16</b> - 1U 19" rack-mount patch panel with 16 open slots	\$35.78	\$35.78
16	N2027	Cat5e Modular Jack for above Patch Panel	\$10.41	\$166.53
1	SGE1062	<b>MAP BR2</b> - 2U Brush Grommet Panel	\$78.06	\$78.06
16	N4035	2' CAT5 Patch cable, black	\$5.20	\$83.27
1	SGN1071	<b>CISCO SF302-08P</b> - 8-Port Fanless Ethernet Switch with PoE with 8 - 10/100 ports + 2 Gigabit uplink ports with POE and rack mount kit	\$487.89	\$487.89
1	PJPS1012	<b>MAP 1000R</b> - 1000VA / 750W rack-mount UPS	\$1,128.66	\$1,128.66

# Goods and Supply Contract

MERC Contract No. 207064

### III. Architectural Control System to consist of:

#### A. DWT 1, 2, 5, & 7

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
4	QUOTE-20006	<b>UH10002-Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 2 - Select Switches Custom nomenclature to be determined	\$61.80	\$247.20
4	7181B2005	<b>UH10002</b> - 1-gang, 2-button electronics assembly w/IR Port	\$146.37	\$585.47
1	7081A2004-1	<b>SBB1</b> - Unison 1-gang surface-mounted back box	\$32.53	\$32.53

#### B. DWT 3 & 4

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
2	Custom Item	<b>UH10003-Z</b> - Color/Material/Finish 1-gang faceplate assembly to include the following: 3 - Select Switch(es) Custom/standard nomenclature to be determined	\$110.59	\$221.18
2	7181B2006	<b>UH10005</b> - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$292.74

#### C. DWT 6

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	QUOTE-20008	<b>UH10007-Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 7 - Select Switches Custom nomenclature to be determined	\$65.05	\$65.05
1	7181B2007	<b>UH10007</b> - 1-gang, 7-button electronics assembly w/IR Port	\$162.63	\$162.63

#### D. DWT 8

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7184A1553	<b>P-TS18</b> - 18.5" Paradigm Touchscreen Station	\$2,764.74	\$2,764.74
1	Custom Item	Wall-mount Kit for P-TS18 Touchscreen	\$227.68	\$227.68

#### E. DWT 10, 20, & 21

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	QUOTE-20007	<b>UH10005-Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$61.80	\$185.40
3	7181B2006	<b>UH10005</b> - 1-gang, 5-button electronics assembly w/IR Port	\$146.37	\$439.11
1	7081A2004-1	<b>SBB1</b> - Unison 1-gang surface-mounted back box	\$32.53	\$32.53

#### F. DWT 11

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
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# Goods and Supply Contract

MERC Contract No. 207064

1	Custom Item	Custom Metal Faceplate to fit existing box to contain: 1 - 1-gang, 1-button electronics assembly w/IR Port with Faceplate 1 - 1-gang, 2-button electronics assembly w/IR Port with Faceplate 1 - 1-gang, 10-button electronics assembly w/IR Port with Faceplate 1 - Paradigm 7" Touchscreen Station to include: - 7" Black Touchscreen Assembly - Mounting Collar - LinkConnect/ Ethernet termination kit	\$2,205.28	\$2,205.28
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<b>G. DWT 12 &amp; 13</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
2	QUOTE-20009	<b>UH10010-Z</b> - Standard Color (Color TBD)1-gang faceplate assembly to include the following: 10 - Select Switches Custom nomenclature to be determined	\$65.05	\$130.11
2	7181B2008	<b>UH10010</b> - 1-gang, 10-button electronics assembly w/IR Port	\$162.63	\$325.26
2	7081A2004-1	<b>SBB1</b> - Unison 1-gang surface-mounted back box	\$32.53	\$65.05

**Note:** DWT 22 & 23 are not included in this quotation

<b>H. MM</b>				
Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
12	Custom Item	<b>ARCP4R237BH</b> - Custom Color ArcSystem Pro 4-cell Round Pendant mount Luminaire - 2700K color temperature with 90+ CRI - 37-degree beam spread - Black housing - Built in driver with support for Wired DMX or Wireless ArcMesh control - Half-Inch thread for mechanical connection via threaded rod	\$1,105.89	\$13,270.74

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
1	7490A1002	<b>ARCMTX1</b> - ArcSystem ArcMesh TX1 Wireless Transmitter to include: - 100-240 VAC power input - Wired DMX to ArcMesh wireless gateway - Supports up to 100 fixtures - Supports Primary or Backup use	\$520.42	\$520.42

# Goods and Supply Contract

MERC Contract No. 207064

## Spares for Newmark & Winningstad

Qty	Item Code	Model Number / Description	Unit Price	Ext. Price
3	QUOTE-00008	<b>SPARE PARTS</b> - Sensor Spare Parts Kit to Contain 1 - 20A power cube 1 - HW8152 Sensor Rack Key 1 - F171-F CEM3 fuse 2 - F177-F CEM3 Fuses 2 - 7051A4002-04 Filters for 48 Module Rack 1 - CB166 20A breaker 1 - B125 10" Fan	\$195.16	\$585.47
2	7050A1004	<b>D20AF</b> - Dual 20A Dimmer Module with Advanced Features, 500ms rise time (4 Dimmers)	\$370.80	\$741.60
2	7050A1007	<b>D50AF</b> - Single 50A Dimmer Module with Advanced Features, 500ms rise time (2 Dimmers)	\$312.25	\$624.51
2	7050A1013	<b>CC20</b> - Dual 20A Constant Current Module (4 Constant Breakers)	\$123.60	\$247.20
2	7050A1014	<b>AFM</b> - Air Flow Module	\$35.78	\$71.56
2	7050A1202	<b>TR20SAF</b> - Dual 20A ThruPower Module with Advanced Features, 350ms rise time (4 circuits)	\$406.58	\$813.16
2	7083A1023	<b>D20E-</b> - Dual 20A Dimmer Module, 500µs rise time (4 Dimmers)	\$318.76	\$637.52
2	7083A1019	<b>D15E-</b> - Dual 15A Dimmer Module, 500µs rise time (0 Dimmers)	\$318.76	\$637.52
2	7083A1085	<b>R20</b> - Dual 20A 120V Relay Module (4 Relays)	\$318.76	\$637.52
3	7023K1001	<b>ERP-FT-1PRK</b> - Echo Relay Panel Feedthrough Single Pole Relay Kit to Contain: 1 - 20A Single pole mechanically latching relay 1 - Factory installed wiring harness	\$45.54	\$136.61
3	7123K1010	<b>ERP 1PR</b> - Relay Option Card for Unison Echo Relay Panel- 20A rated single pole (single space) relay card with current monitoring, circuit breaker trip detection, and 100A SCCR	\$39.03	\$117.09
3	CB817	<b>ERP 1PB 20A</b> - Unison Echo Relay Panel CB 20A 1P 120VAC	\$6.51	\$19.52
1	1094A1045	<b>ECPB NET</b> - ETCNet Control Plug-in Station with: 1 - RJ-45 (568B) Connector in XLR case	\$78.06	\$78.06
1	QUOTE-20006	<b>UH10002-Z</b> - Standard Color (Color TBD)1-gang faceplate assembly to include the following: 2 - Select Switches Custom nomenclature to be determined	\$61.80	\$61.80
1	Custom Item	<b>UH10003-Z</b> - Color/Material/Finish 1-gang faceplate assembly to include the following: 3 - Select Switch(es) Custom/standard nomenclature to be determined	\$110.59	\$110.59



# Goods and Supply Contract

MERC Contract No. 207064

1	QUOTE-20005	<b>UH10001- Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 1 - Select Switch Custom nomenclature to be determined	\$61.80	\$61.80
1	Custom Item	<b>UH10005- Z</b> - Custom Metal Panel to fit existing backbox to consist of: 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$159.38	\$159.38
1	Custom Item	<b>UH10004- Z</b> - Color/Material/Finish 1-gang faceplate assembly to include the following: 4 - Select Switch(es) Custom/standard nomenclature to be determined	\$78.06	\$78.06
1	QUOTE-20007	<b>UH10005- Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 5 - Select Switches Custom nomenclature to be determined	\$61.80	\$61.80
1	QUOTE-20009	<b>UH10010- Z</b> - Standard Color (Color TBD) 1-gang faceplate assembly to include the following: 10 - Select Switches Custom nomenclature to be determined	\$65.05	\$65.05

**IV. Manufacturer's Services to consist of:**

- A. Four (4) sets of B size drawings for approval submitted within 6-8 weeks of receipt of order
- B. Two (2) year limited warranty on parts and workmanship
- C. Unison DRd Dimmer Racks and associated dimmer modules include an eight (8) year warranty on parts and workmanship.
- D. The services of a factory engineer to energize system and instruct user personnel. Such services to be supplied on 21 day notice.
- E. Production requires 1-6 weeks for delivery of equipment after receipt of written approval and release.
- F. Two (2) sets of Operation Manuals (one hard copy; one CD)
- G. Two (2) sets of Complete As-Built drawings
- H. One (1) additional trip as specified for training and checkup
- I. This quote includes all field services, startup, training and freight.**
- J. All items must be purchased to make a complete system.**
- K. Prices are for informational purposes only. POs will only be accepted for full systems.**
- L. Project warranties are contingent on purchase of whole systems.**
- M. This quotation is valid for 30 days and must be verified for purchase outside this time frame.**

**V. Notes and Clarifications**

- A. All flush mount back boxes, except for touchscreens, theatrical wiring devices, and where specifically noted are provided by others.
- B. This quotation excludes all installed cabling, interconnecting cables, and back boxes unless specifically listed.
- C. Delivery lead times will be advised at date of order.
- D. Power enclosures are designed for separate feeds – enclosures of different sizes may not be bussed.
- E. D20 modules and ThruPower modules with fluorescent loads require two wire ballasts provided by others (Advance Mark X recommended)
- F. D20F modules require 3 wire ballasts provided by others
- G. ELV10 modules support electronic low voltage loads only.
- H. Dimming systems utilizing the Emergency Bypass Detection Kit (EBDK) require normal/emergency feeds.



# Goods and Supply Contract

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MERC Contract No. 207064

- I. Emergency Lighting Transfer is provided by others.
- J. Overcurrent protection of sense circuitry is to be installed in compliance with local electrical codes
- K. Addressing of third party DMX controlled fixtures is not included. ETC shall be responsible for the origination of the control signal output from the last ETC supplied device. The integrity of the control signal between third party devices shall not be maintained or guaranteed by ETC.
- L. Low voltage control lines for 0-10V controlled fixtures are to be pulled and terminated by others.
- M. Feedback/programming computer, if required, is to be provided by others.
- N. BACnet integration services are not included. Please contact ETC if integration services are required.
- O. DALI integration services are not included. Please contact ETC if integration services are required.
- P. Unison wall stations are quoted with standard legends. Custom legends can be quoted upon request.
- Q. Unison LightDesigner software and training are not included as part of this quotation.
- R. User modifications to the Unison Paradigm configuration are available from the Paradigm Architectural Control Processor (P-ACP) and from the LocalAccess web interface.
- S. ControlDesigner software may be used to create user defined Touchscreen pages prior to system commissioning.
- T. Pipe, rigging, multi-conductor cable and all other distribution accessories not specifically listed herein are to be provided by others.
- U. Fixtures and any accessories not listed herein are to be provided by others.
- V. Offline software shall be available via [www.etcconnect.com](http://www.etcconnect.com).
- W. Please note that ETC specifically excludes prevailing wage reporting. Such reporting is the responsibility of the contractor, not ETC.
- X. Electronic Theatre Controls does not provide training Video Cassettes but will permit video recording of user personnel training by the factory engineer during system energization.

Unit pricing: Unit pricing may increase with the express written approval of MERC.

# Goods and Supply Contract

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MERC Contract No. 207064

## **ATTACHMENT B Delivery and Service Requirements**

Delivery Dates: All goods listed in this contract must be delivered, FOB Portland'5, no later than Monday, July 31, 2017

Delivery Time: No later than close of business on the above listed date

Delivery Location: Delivery shall be made to Antoinette Hatfield Hall, 1111 SW Broadway, Portland, OR 97205

Requirements include:

1. Delivery contractor must contact Portland'5 at least 24 hours in advance of physical delivery
2. LIFT GATE SERVICE REQUIRED. No dock is available, only street level delivery.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**  
**Resolution No. 17-11**

For the purpose of approving the contract amendment with Portland Mechanical Contractors (PMC) for “On-Call Plumbing Maintenance and Repair” at the Oregon Convention Center (OCC).

**WHEREAS**, OCC staff contacted an on-call contractor, PMC, to address pin-hole leaks in hot water piping on the south end of the building; and

**WHEREAS**, when on site, PMC discovered significant issues with the installed pipe-heating mechanism and recommended replacement of the faulty system; and

**WHEREAS**, the total of the repairs for this work exceed the available balance on the contract in an amount that requires approval of the Metropolitan Exposition and Recreation Commission and the contract amount will exceed \$150,000; and

**WHEREAS**, OCC staff recommend that the contract be amended to add \$45,000 to the contract for the above-mentioned repairs for a total amount not to exceed \$195,000 in a form attached as Exhibit A.

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

1. Approves amending the contract with PMC to increase the amount of the contract by \$45,000 for a total contract amount not to exceed \$195,000.
2. Authorizes the General Manager of Visitor Venues to execute the amendment on behalf of MERC.

Passed by the Commission on April 5, 2017.

\_\_\_\_\_  
Chair

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

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

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

# Amendment

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**AMENDMENT NO. 01**

**MERC CONTRACT NO. 205095**

This Amendment hereby amends the above titled contract between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, and Portland Mechanical Contractors, Inc., hereinafter referred to as "Contractor."

This amendment is a change order to the original Scope of Work as follows:

To allow for additional work within the original Scope of Work.

Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number and Contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.

MERC shall pay Contractor for services performed and materials delivered under this amendment in the amount not to exceed **FORTY FIVE THOUSAND AND NO/100THS DOLLARS (\$45,000.00)**, for a total contract amount not to exceed **ONE HUNDRED NINETY FIVE THOUSAND AND NO/100THS DOLLARS (\$195,000.00)**.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of approving the contract amendment for Portland Mechanical Contractors for the “OCC Plumbing project” at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract.

**Resolution No:** 17-11

**Presented by:** Matt Pizzuti, Interim Executive Director

**Date:** April 5, 2017

**Background & Analysis:** In October 2016, OCC staff discovered a couple of pin-hole leaks in pipes on the north side of the building. The affected pipes included the hot water line that runs through both the plating kitchen on the second level, and Cucina Rossa, located directly below. The size of the holes and severity of the situation progressed with time.

OCC contacted on-call contractor Portland Mechanical Contractors (PMC) to assess the extent of the issue, estimating the cost would be \$30 – \$40,000. When onsite, PMC determined the current piping structure allowed electrolysis or a gap in connection between the heat tape and the pipe itself. OCC staff followed PMC’s recommendation to remove the piping with heat tape and install a recirculation loop, which would still meet the need of keeping water warm at sink, address the leak issues and prevent them from occurring again. OCC installed a recirculation loop on a separate hot water line, on the same end of the building. This change ensured the discontinuation of heat tape on this loop, preventing additional electrolysis and future damage. The additional copper piping and materials totaled to \$15,000, with the labor for insulation of pipes totaling to another \$8,000.

When replacing the pipes, PMC uncovered a failing water heater. The heater required an emergency replacement, adding \$7,000 to the initial estimated project cost. This unexpected work addressed a pressing issue and ultimately resulted in a much higher of quality product than previously in place. Because of OCC previous use of PMC, the organization has already used a large portion of the \$150,000 allotment. The contract amendment of \$45,000 will increase the contract to \$195,000, accommodating the payment for the emergency plumbing needs.

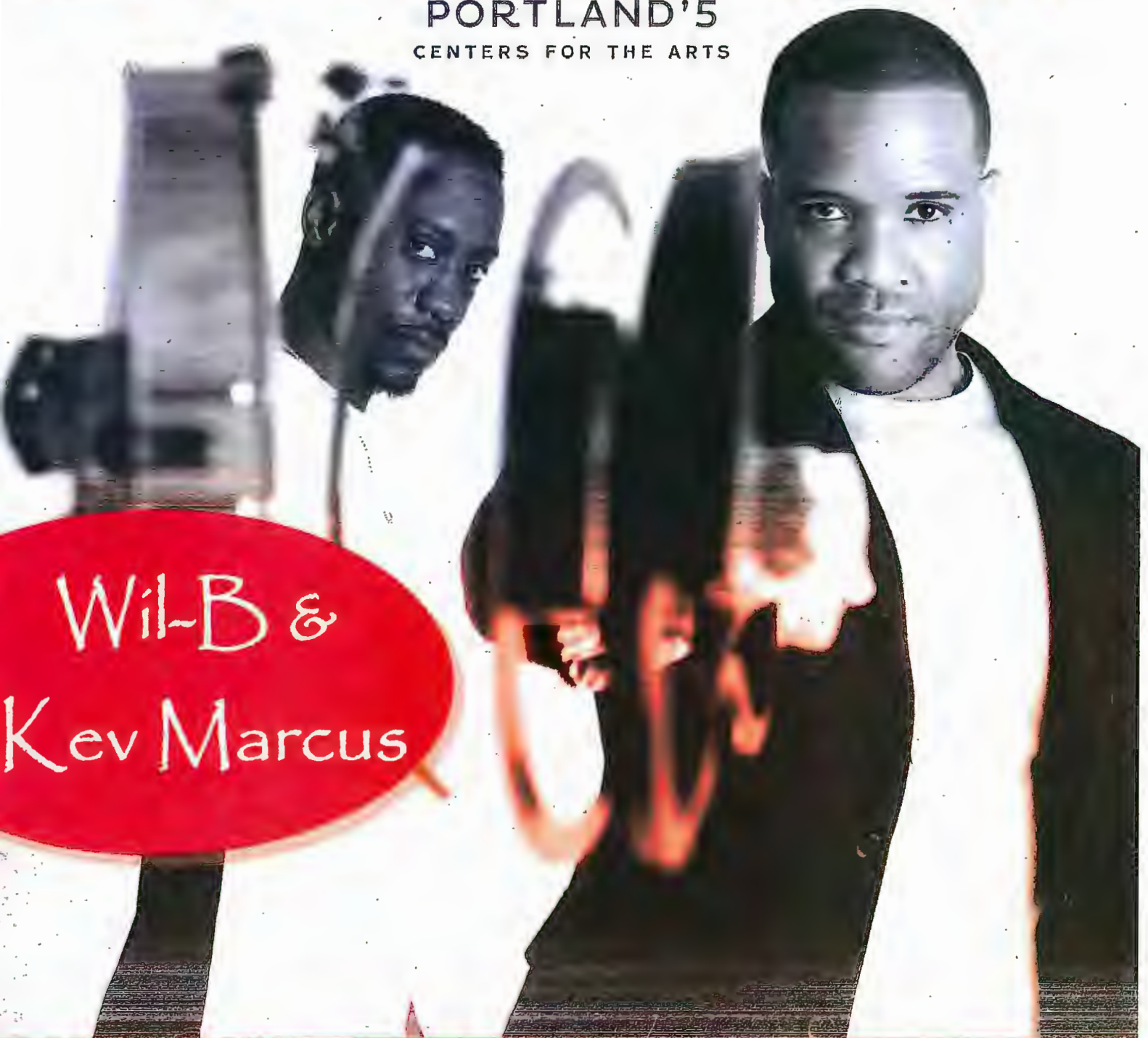
**Fiscal Impact:** The additional expense of this work will be provided through the existing operating budget and will require no additional funding source.

**Recommendation:** Staff recommends that the Metropolitan Exposition and Recreation Commission, by Resolution 17-11, approve the contract amendment (attached hereto) with Portland Mechanical Contractors in the amount not to exceed forty-five thousand and 00/00 dollars for a total contract amount not to exceed one-hundred ninety-five thousand and 00/100 dollars (\$195,000.00) for “Plumbing Maintenance and Repair” and delegate authority to the General Manager of Visitor Venues to amend the existing contract.

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

# Black Violin

PORTLAND'S  
CENTERS FOR THE ARTS



Wil-B &  
Kev Marcus

April 3<sup>rd</sup> & 4<sup>th</sup> 2017

P's Education & Community Engagement Program  
Portland's 2016-2017 School Tool Resource Guide

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## Dear Teachers

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We have created the following study guide to help make your students' musical experience with **Black Violin** 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'5 Theatre Info

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### PORTLAND'5 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'5 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'5 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'5 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*  
[tsessa@portland5.com](mailto:tsessa@portland5.com)  
503-274-6557

Nike Greene MA, *Education & Community Engagement*  
[nikegreene@portland5.com](mailto:nikegreene@portland5.com)  
503-796-6514



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



**Let's  
Go  
Places**

**PORTLAND'S  
CENTERS FOR THE ARTS  
FOUNDATION**

*Maybelle Clark Macdonald*



# 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](http://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

One of Black Violin's most well-known works, "**Brandenburg**", "quotes" J.S. Bach's *Brandenburg Concerto no. 3 movement 1*, one of six works widely held as the most influential and finest compositions of the Baroque period. (In jazz, performers "quote" musical material by using melodies and ideas from other artists as the basis for their interpretation.) In 1721, Bach presented a series of six concerti to the Margrave of Brandenburg, who then

put these great works on the shelf where they sat until the 19th century. Bach wrote each concerto, often requiring virtuosos to play the solos, for a different combination of instruments. No.3 was composed for three violins, three violas, three cellos, and basso continuo, while No. 6 does not use a violin at all!



"**Dirty Orchestra**" utilizes fugues and counterpoints to create a musical narrative.. A fugue is a composition tool in which one instrument plays a short melody, then another instrument echoes the pieces, then another echoes, and so on, with all parts interweaving into each other. Counterpoints



in music are two corresponding melodies that are played at the same time.

“Gypsy” takes its cue in the Roman musical tradition that has influenced classical music since Bach and Haydn, and particularly Liszt, Dvorak, and Bartok. In turn the local musical traditions influenced the music and style of the Roma (gypsies) living there. For example, in Spain, they are known for Flamenco. The Roma are a nomadic people, originally from India, and have migrated westward for the past two thousand years (they picked up the name “gypsy” in the 1500’s because it was

believed they were from Egypt.) Romani music is most associated with the violin, incorporating changes in tempo, slides in notes and pitches, energy and soul.

**The role of the DJ** Hip-Hop DJs cut and loop beats to recreate music. They also pause, scratch, backspin, speed up or slow down, and/or delay the music. In its simplest form, cutting would involve cutting a few bars of the beat and looping it to create a continuous sound. In the beginning of turntablism, DJs would have two identical records. When the first record finished playing the song’s “break,” or an interlude in the music in which everything stops except the percussion, the DJ stops playing that record and plays the second record at the break. The DJ would set the first record back to the break and play that once the second record finished, and continue this indefinitely.

### About the Musical Components *My Story*

For our debut album, we felt strongly about telling our story through our own words on one special track. Recording a vocal contribution was a step outside our artistic comfort zone. With the beat playing on repeat for inspiration, we both wrote our verses in silence. Kev’s verse represents his proud upbringing and the good people that have influenced his life. DJ TK then cuts the lyric “This is my story” into the track as the chorus. Wil’s verse represents the struggles endured throughout his life and the many lessons he learned throughout his journey while overcoming these adversities. Each of the instruments used were tuned down a half step to match the pitch of the sample. To close out the track, we added a brief duet that reflects on our respective life stories and fades out on a viola solo performed by Wil.

**What to Expect at the Show:**  
*Improvisational elements create a unique performance targeted at all age ranges. The show’s format is concert-style, consisting of music being performed by DJ TK, Kev Marcus and Wil-B. The concert fuses classical, jazz, R&B and hip-hop. Audiences will recognize elements of songs by artists from Puccini to the Temptations, from Coldplay to Johann Sebastian Bach. DJs like DJ TK cut and loop beats to recreate music. They also pause, scratch, backspin, speed up or slow down, and/or delay the music.*



## About the Company

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**Black Violin** was born when Marcus heard the music of violinist Stuff Smith, who is considered the first violinist to use electrical amplification techniques on a violin. His professor introduced him to Smith's music at a lesson. Marcus described the music as "classical violin with soul and fire." He loved it! He passed the music on to Wil-B and together they decided to form a band. They called it Black Violin, after Smith's eponymous soulful solo album. Inspired by Smith's music, the two realized that they could synthesize all the styles they loved: classical, jazz, R&B, hip-hop, and even reggae and gypsy music. Black Violin's primary goal is to give young people the same opportunities in music that they had.

Kev and Wil have embarked on a campaign of social change working with youth orchestras and music programs to show children and teens that they are capable of expressing themselves in ways they never dreamed.



## About the Artists

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### HIP HOP MEETS VIOLIN?

Stereotype-defying, hip-hop violin duo Black Violin is striking a chord at just the right time. Made possible by Honda Stage #BlackViolin#BlackViolinUnity. **Click on the video link** and show this video to your students to get them familiar with the Artist & Show!

<https://www.facebook.com/UPROXX/videos/10154580492501337/>



**Wil-B** immigrated to the United States from the Bahamas with his family at the age of 11. He hoped to join the school band to play saxophone, but was instead placed in the string program. He grew to love the viola, and is also a master of the trumpet, drums and bass guitar.

**Kev Marcus**, a native of Florida, began playing violin at age 9, with the encouragement of his mother. He and Will-B met while attending the famed Dillard High School of the Performing Arts in Fort

Lauderdale. There they were trained in the classical tradition. During their class and practice time they developed firm classic techniques and in their free time listened to hip-hop and rhythm and blues.

Both Wil-B and Kev Marcus attended college on full music scholarships. Wil-B attended Florida State, and Kev Marcus went to Florida International University

***"IN AN AGE WHERE MUSIC IS MORE AND MORE DE-FINED BY THE LABELS GIVEN TO IT, BLACK VIOLIN SHOWS THAT MUSIC DOES NOT EXIST WITHIN A BOX, BUT RATHER EXISTS IN ANOTHER SPACE - ONE AS OPEN AND UNRESTRAINED AS THE MINDS THAT PRO-DUCE IT."* -Black Violin**



**DJ SPS**, is an American turntablist/dj/producer who was raised abroad and now calls Orlando home. He is known for his intricate fast cuts, stylish juggles and complex beat manipulation on wax. Never afraid to show his skills, SPS has entered numerous DJ battles where he has gained notoriety as a fierce competitor who shows no mercy. With a variety of titles under his belt including the 2008 DMC USA Supremacy Championship title, he has gone on multiple tours across the United States and Europe showcasing his live skill set to wow audiences and fans alike. With extensive knowledge of years of music, it only seems logical that he would produce multiple albums and remixes. To see him Party Rock is a musical journey that will be sure to take you from old school to obscure from new to rare and beyond. SPS is the epitome of a real live DJ, guaranteed to heighten any entertainment experience

"Black Violin works hard, but makes it all look like play... Sometimes they play with the intense seriousness of orchestral soloists; at others they fiddle as if at a hoedown; at still others they strum the violin and viola like guitars." *New York Times*

## About Hip~Hop

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Hip-hop, also referred to as rap music, is an art form that developed in the Bronx during the 1970s. In addition to music, the hip-hop culture also includes other art forms, such as graffiti art and break dancing. Hip-hop music was born at block parties, which were popular in New York City at the time. Community members rhymed over looped beats or tracks on a turntable, and a new genre emerged. DJs used the turntables began to isolate, extend and manipulate the percussive "breaks" in popular songs. This technique was heavily influenced by Jamaican and Caribbe-immigrants who used these techniques in their "dub music". DJs did things such as scratching, beat mixing/matching and beat juggling.

In 1979, the first commercial rap recording was released by *The Sugar Hill Gang*. Until that year, hip-hop had never been recorded or sold commercially. From then on, hip-hop began to reach beyond its origins in the Bronx, and has since evolved into a diverse and popular genre that has influences worldwide.

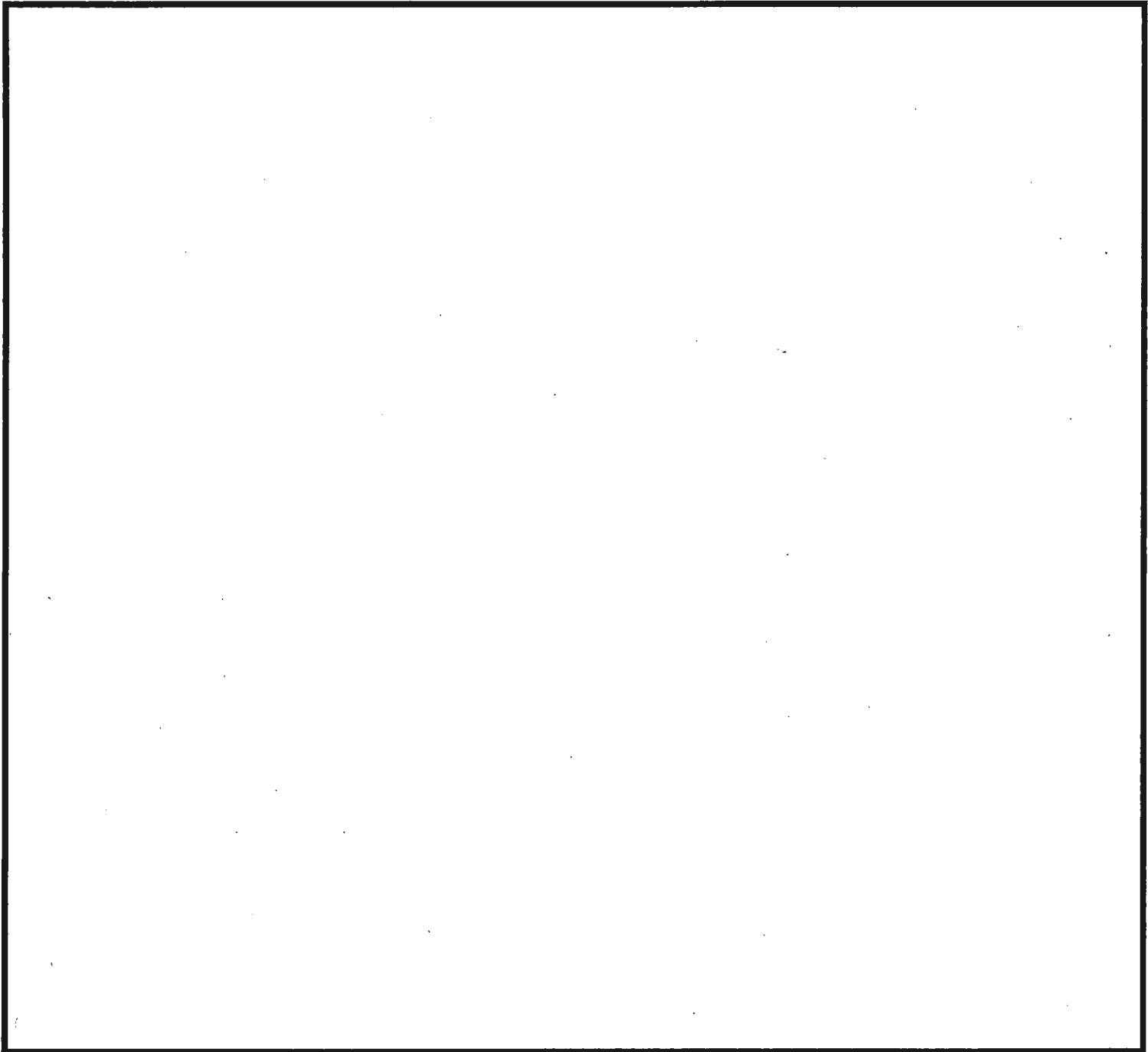
***HIP-HOP EMERGED FROM THE EXPERIENCES...OF ECONOMICALLY DISADVANTAGED AFRO-AMERICAN, LATIN AND AFRO-CARIBBEAN YOUTHS."* - Dimitriadis 180**



## Suggested Activity 1.2

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Play a piece of violin music and ask the students to either draw or write (or both) whatever comes to mind while they are listening to it. Music links provided below:



Click the link below to listen to Romantic Pieces, Op.75 Part I (Dvorak, Antonin)

<https://youtu.be/nuWsMkUSoQo>

Click the link below to listen to B.o.B - Airplanes (Violin Cover by Eric Stanley)

<https://youtu.be/bbTw29GqnI8>



## Suggested Activity 2.1

**Research Projects:** Have the students, either alone or in groups, research the different topics and make a presentation to the class:

**[Option A] The history of the violin**

- ✓ An explanation of how violins are made
- ✓ An explanation of how violins produce sounds
- ✓ An explanation of how the violin is played
- ✓ Why antique violins are so desirable; Why Stradivarius instruments are highly valued
- ✓ The importance of varnish on acoustic violins

**[Option B]** Have the students write a comparative essay on the topic of “acoustic violins versus electric violins.”

**[Option C]** Make a poster advertising either for or against combining different types of music, such as, but not limited to, classical and hip-hop.

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

Or [nikegreene@portland5.com](mailto:nikegreene@portland5.com)

Subject line should read: *Education Show Student Review*

**Please submit your responses to the following questions:**

1. Which songs did you recognize during the performance (both pop/hip-hop and classical)?
2. What did you think of the music? Did the different styles mesh effectively and sound harmonious, or was it more jarring and discordant?
3. If you have been to a traditional classical music concert and/or hip-hop concert, how did this compare? What were the differences? What were the similarities?
4. Write a five paragraph descriptive essay about the performance.

## Suggested Activity 2.2

### BLACK VIOLIN – HIP HOP WORD SEARCH

O Q O P K O S N A C I A M A J O R I S Z L S  
L R I F O C T G Z Z Q Q A Q A G E J T M V C  
S Q C R X T E U N P Z R T R S W J C U Q L R  
B Q T H A P R N Q I M B F X J U L Q N Y U O  
L Y C I E S E A G W R M S M F I N E I V F L  
V D L G C S O E U J G T T O I A D Y N P D L  
M O U P E T T O H E I B S N B R X Y G Z S K  
J B P E G S Y R X V I G T L A C I S S A L C  
A N T X N I P F A V Q H B L I W B Z W W O O  
Z I T P M N E B C H I N R E S T Q B J Y T R  
Z L Y C K I S G R U B N E D N A R B O I J C  
X O E F Z L W B E Y F Y Y V I P W M P K A J  
U I N I D O I R L K O G I F P T H F E R O K  
A V A N E I Y I F W B O O Z S E Z V I B P W  
R K Q G C V W D G F L U D I L B M B A O N O  
I C F E E R Z G T I R S A B T A B Z H Q L B  
G A K R I R A E N F M W A G R E Z P U J C R  
G L H B P K I L R Z U T B C A U I G A Z L U  
N B O O U B N O D D N W U N G H B I L P K N  
M K L A V F G M Q R W S Q G Y P S Y Y M Q I  
X E E R H Z Z R U G Q L K G C R S R E N U T  
S M O D Q I M T T M K T M U S I C I A N C D

BLACKVIOLIN  
BODY  
BOW  
BRANDENBURG  
BRIDGE  
CARIBBEAN  
CHIN REST  
CLASSICAL  
F-HOLE  
FINE  
FINGERBOARD

FOUR FROG  
GYPSY  
HIPHOP  
JAMAICAN  
JAZZ  
KEV MARCUS  
MUSICIAN  
ORCHESTRA  
PEGS  
PIECE  
SCROLL

STEREOTYPES  
STRINGS  
TAIL  
TUNERS  
TUNING  
TURNTABLE  
VIOLIN  
VIOLINIST  
WAIST  
WILB

# A Little Hip Hop History

**1925-**Louis Armstrong introduces scatting, a type of vocal improvisation, in his song *Heebie Jeebies*, which went on to influence beat boxing.

**1930-** Nonsense words and singing in a half-talk are incorporated by Harry "The Hispster" Gibson and Slim Gaillard.

**1973-** DJ Kool Herc, aka Clive Campbell, deejays his first block party in the Bronx, NYC. He uses two turntables, and creates "breakbeats", laying the foundation for the b-boy dance movement (break boys- dancers who rock out on the dance floor during breaks).

**1976 -** PS 123 in the Bronx is home to the first DJ battle between Disco King and Afrika Bambaataa.

**1979-** The Sugar Hill Gang releases *Rapper's Delight*, the first commercial rap record on Sugar Hill Records.

**1982-**The film *Wild Style*, co-created by Fab Five Freddy and directed by Charlie Ahearn, is released featuring the first full-length account of all four elements in hip hop culture: graffiti, DJ-ing, MC-ing and B-boying.

**1986-** Run DMC's *Raising Hell* goes platinum,

**1987-** The Beastie Boys' debut *License to Ill* becomes the first rap album to reach number one. Salt-N-Pepa's hit *Push It* establishes them as leading female artists in hip-hop music, making it the first rap album to do so.

**1988-** DJ Jazzy Jeff and Will Smith (aka The Fresh Prince) win the first rap award at the Grammy's.

**1992-** *Vibe* magazine, the first magazine dedicated to hip-hop culture, begins publishing.

**1993-** The duo OutKast releases *Player's Ball*, which hits number one on the Billboard Rap Chart.

**1995-** Hip Hop represents almost 7% of the entire music industry's income.

**1999-** Lauryn Hill, member of The Fugees, becomes the first woman to receive 10 Grammy nominations for her solo album *The Miseducation of Lauryn Hill*, and wins five including Album of the Year and Best New Artist.

**2002-** Hip hop now makes up almost 14% of the music industry **2003-** For the first time in the history of the United States BILLOBOARD chart, the top ten songs are all by African- American artists.

**2005-**55% of the hip-hop consumer market is white males between the ages of 25-45 with incomes of \$40,000 and up, signifying and expansion of the hip-hop market.

**2005 -** Black Violin wins the Grand Prize of the "Showtime at the Apollo". That same year they open and perform with Mike Shinoda, The Eagles, Stevie Nicks, Nas, 50-Cent, T-Pain and at the Billboard Music Awards with Alicia Keys.

**2008-** Black Violin releases their debut self-titled Album. They perform over 200 shows in 9 countries and 45 US shows including shows at US Military bases in Germany, and for families of troops stationed in Iraq. They open for AKON, Fat Joe, Common, Wu-Tang, and Jay-Z all over the world.

**2013-** Black Violin releases *Classically Trained*, their sophomore album featuring their signature mash up of hip-hop and classical music.



### DID YOU KNOW? Musicians are Killin' it!

**Music majors are the most likely group of college grads to be admitted to medical school.** Physician and biologist Lewis Thomas studied the undergraduate majors of medical school applicants. He found that 66 percent of music majors who applied to med school were admitted, the highest percentage of any group. For comparison, (44 percent) of biochemistry majors were admitted. Also, a study of 7,500 university students revealed that music majors scored the highest reading scores among all majors including English, biology, chemistry and math.

Sources: "The Comparative Academic Abilities of Students in Education and in Other Areas of a Multi-focus University," Peter H. Wood, ERIC Document No. ED327480  
"The Case for Music in the Schools," Phi Delta Kappan, February, 1994

**High school music students score higher on SATs in both verbal and math than their peers.** In 2001, SAT takers with coursework/experience in music performance scored 57 points higher on the verbal portion of the test and 41 points higher on the math portion than students with no coursework/experience in the arts.

Source: Profile of SAT and Achievement Test Takers, The College Board, compiled by Music Educators National Conference, 2001.

**College-age musicians are emotionally healthier than their non-musician counterparts.** A study conducted at the University of Texas looked at 362 students who were in their first semester of college. They were given three tests, measuring performance anxiety, emotional concerns and alcohol related problems. In addition to having fewer battles with the bottle, researchers also noted that the college-aged music students seemed to have surer footing when facing tests.

Source: Houston Chronicle, January 11, 1998

**A ten-year study, tracking more than 25,000 students, shows that music-making improves test scores.** Regardless of socioeconomic background, music-making students get higher marks in standardized tests than those who had no music involvement. The test scores studied were not only standardized tests, such as the SAT, but also in reading proficiency exams.

Source: Dr. James Catterall, UCLA, 1997

**The world's top academic countries place a high value on music education.** Hungary, Netherlands and Japan stand atop worldwide science achievement and have strong commitment to music education. All three countries have required music training at the elementary and middle school levels, both instrumental and vocal, for several decades. The centrality of music education to learning in the top-ranked countries seems to contradict the United States' focus on math, science, vocabulary, and technology.

Source: 1988 International Association for the Evaluation of Educational Achievement (IAEEA) Test

**Music training helps under-achievers.** In Rhode Island, researchers studied eight public school first grade classes. Half of the classes became "test arts" groups, receiving ongoing music and visual arts training. In kindergarten, this group had lagged behind in scholastic performance. After seven months, the students were given a standardized test. The "test arts" group had caught up to their fellow students in reading and surpassed their classmates in math by 22 percent. In the second year of the project, the arts students widened this margin even further. Students were also evaluated on attitude and behavior. Classroom teachers noted improvement in these areas also.

Source: Nature May 23, 1996





# Metro DIVERSITY, EQUITY AND INCLUSION

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



**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 are central to our region’s future prosperity. Metro's Diversity, Equity and Inclusion (DEI) program addresses systemic inequities that impact our communities by providing support and tools to Metro staff, Metro Council and community partners to create an equitable region for all.

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 DEI program in September 2014 to better coordinate its efforts to cultivate diversity, advance equity and practice inclusion. The DEI team helps co-develop policy standards with Metro leadership and staff, collaboratively leads the implementation of DEI activities across the agency, serves as resource to all Metro staff on matters related to diversity, equity and inclusion and supports agency culture change.

### 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** - Metro will build upon and strengthen its ongoing equity work by implementing interrelated strategies to create long-term institutional, structural and cultural change and implement the Strategic Plan to Advance Racial Equity, Inclusion and Diversity.

**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.

Learn more visit [oregonmetro.gov/equity](http://oregonmetro.gov/equity)

Learn more visit [oregonmetro.gov/diversity](http://oregonmetro.gov/diversity)



		Tentative calendar for the month of					Tentative calendar for the month of	
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ASCH		OSO Pops #4 Patti Austin 3:00pm						OSO Gala 6:00pm
KA								
NMK		OR Symphonic Band OR Symphonic Band 3:00pm						Rasika Duality: Immigrant Exper. 4:00pm
WIN								OCT Tomas & the Library Lady 2:00pm and 5:00pm
AHH		Stumptown Stages The Toxic Avenger 2:00pm BT						
OCC	EXPO	OnStage New York						House & Outdoor Living PNW Key Clubs
ASCH		OSO Special Gil Shaham 2:00pm	Portland'5 Presents Black Violin 11am Student Performance 7:30pm Performance	Portland'5 Presents Black Violin 10am Student Performance 12pm Student Performance	True West Peppa Pig 6:00pm	WAC Tawakkol Karman 7:00pm		OSO Classical #13 Mozart's Requiem 7:30pm
KA		Live Nation Regina Spektor 8:00pm		OR Falun Dafa Assn Shen Yun 7:30pm	OR Falun Dafa Assn Shen Yun 2:00pm and 7:30pm			POA Big Night Gala 7:30pm
NMK		Portland'5 Presents Lila Downs 7:30pm	Portland'5 Presents Bassem Youssef 7:30pm	OHSU Brain Institute Robert Stickgold 7:00pm		Whitebird Evidence 7:30pm	Whitebird Evidence 7:30pm	Whitebird Evidence 7:30pm
WIN		OCT Tomas & the Library Lady 11:00am and 2:00pm		OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 2:00pm and 5:00pm
AHH						Portland'5 Ctrs for the Arts First Thursday Reception 5:00pm Rotunda Lobby		
OCC	EXPO	House & Outdoor Living		Professional Educators	OR Dental Assn	OR Dental Assn	OR Dental Assn Ptld Auto Swap Meet	OR Dental Assn St. Mary's Auction Ptld Auto Swap Meet
ASCH		OSO Classical #13 Mozart's Requiem 7:30pm	OSO Classical #13 Mozart's Requiem 7:30pm	PAL Sidhartha Mukherjee 7:30pm			Snowman Foundation Ten Grands 9:45am and 11:45am Two shows, one call time	Snowman Foundation Ten Grands 7:00pm
KA								Tedx Portland Tedx 9:00am
NMK					OBT Terra 7:00pm Open Rehearsal	OBT Terra 7:30pm	OBT Terra 7:30pm	OBT Terra 2:00pm and 7:30pm
WIN		OCT Tomas & the Library Lady 11:00am and 2:00pm		OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 2:00pm and 5:00pm
AHH			Portland'5 Ctrs for the Arts Noontime Showcase 12:00pm Rotunda Lobby					
OCC	EXPO				NW Facilities Expo	NW Facilities Expo	Spring Beer & Wine	Spring Beer & Wine Best Expo
ASCH						Live Nation Joe Rogan 7:30pm and 10:00pm Two shows, one call time	Double Tee Solange 8:00pm	OSO Classical #14 Debussy's La Mer 7:30pm
KA				Broadway Across America Jersey Boys 7:30pm	Broadway Across America Jersey Boys 7:30pm	Broadway Across America Jersey Boys 7:30pm	Broadway Across America Jersey Boys 7:30pm	Broadway Across America Jersey Boys 2:00pm and 7:30pm
NMK		OBT Terra 2:00pm		OBT Terra 12pm Student Performance	OBT Terra 12pm Student Performance 7:30pm Performance	OBT Terra 7:30pm	OBT Terra 7:30pm	OBT Terra 1:00pm and 7:30pm
WIN		OCT Tomas & the Library Lady 2:00pm		OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 2:00pm and 5:00pm
AHH								
OCC	EXPO	Best Expo				Gathering of the Guilds Just Between Friends	DoveLewis Just Between Friends	CW Gun & Knife Just Between Friends
ASCH		OSO Classical #14 Debussy's La Mer 2:00pm	OSO Classical #14 Debussy's La Mer 7:30pm	Whitebird Che Malambo 7:30pm	Whitebird Che Malambo 11am Student Performance 7:30pm Performance	PAL Verselandia 7:00pm	Portland'5 Presents Kansas 8:30pm	OSO Pops #4 Patti Austin 7:30pm
KA		Broadway Across America Jersey Boys 1:00pm and 6:30pm		Monqui Bastille 8:00pm				
NMK		OBT Terra 1:00pm				Jefferson Dancers Jefferson Dancers 11am Student Performance 7:30pm Performance	Jefferson Dancers Jefferson Dancers 7:30pm	Jefferson Dancers Jefferson Dancers 2:00pm and 7:30pm
WIN		OCT Tomas & the Library Lady 11:00am and 2:00pm		OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 9:45am and 11:45am Two shows, one call time	OCT Tomas & the Library Lady 2:00pm
AHH			Portland'5 Presents Poetry on Broadway R. Mitchell/E. Warn 7:30pm Rotunda Lobby			Stumptown Stages The Toxic Avenger 7:30pm BT	Stumptown Stages The Toxic Avenger 7:30pm BT	Stumptown Stages The Toxic Avenger 2:00pm & 7:30pm BT
OCC	EXPO	Gathering of the Guilds NW Foodservice JBF/CW Gun/Knife	NW Foodservice	Investigative Dermatology	Investigative Dermatology	Investigative Dermatology OnStage New York	Investigative Dermatology OnStage New York	Investigative Dermatology OnStage New York

NOTE: ALL LISTED EVENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE

ASCH = Arlene Schnitzer Concert Hall KA = Keller Auditorium NMK = Newmark Theatre WIN = Dolores Winningstad Theatre AHH = Antoinette Hatfield Hall BT = Brunish Theatre

		Tentative calendar for the month of					Tentative calendar for the month of				
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY			
ASCH			1 Live Nation Patton Oswalt 7:30pm	2 Portland'5 Presents Eight Blackbird & Bonnie Prince Billy 7:30pm	3 OSO Link Up 10:30am and 12:00pm WAC Shaun King 7:00pm	4 OSO Special Disney in Concert 7:30pm	5 JS Touring Jerry Seinfeld 7:00pm and 9:30pm Two shows, one call time				
KA					POA La Boheme 7:00pm Open Rehearsal		POA La Boheme 7:30pm				
NMK							OCT Pinkalicious 7:00pm Open Rehearsal	OCT Pinkalicious 2:00pm and 5:00pm			
WIN			Ctr Growing/Becoming Changing Aging 2:30pm and 7:00pm								
AHH						Stumptown Stages The Toxic Avenger 7:30pm BT	Stumptown Stages The Toxic Avenger 7:30pm BT	Stumptown Stages The Toxic Avenger 2:00pm and 7:30pm BT			
OCC	EXPO			Business Alliance Breakfast	Spring Acctng Career				CEVA Volleyball		
ASCH		7 PYP PYP #4 4:00pm	8	9	10 White Bird Martha Graham Dance 7:30pm	11	12	13 OSO Classical #15 Persèphone 7:30pm			
KA		POA La Boheme 2:00pm				POA La Boheme 7:30pm		POA La Boheme 7:30pm			
NMK		OCT Pinkalicious 11:00am and 2:00pm				OCT Pinkalicious 9:45am and 11:45am Two shows, one call time	OCT Pinkalicious 9:45am and 11:45am Two shows, one call time	OCT Pinkalicious 2:00pm and 5:00pm			
WIN				PDX Jazz Eliane Elias 7:30pm							
AHH		Stumptown Stages The Toxic Avenger 2:00pm BT				Stumptown Stages The Toxic Avenger 7:30pm BT	Stumptown Stages The Toxic Avenger 7:30pm BT	Stumptown Stages The Toxic Avenger 2:00pm and 7:30pm BT			
OCC	EXPO	CEVA Volleyball					Oregon Tech Awards		BabyFest Revolution Talent		
ASCH		14 OSO Classical #15 Persèphone 7:30pm	15 OSO Classical #15 Persèphone 7:30pm	16	17	18	19	20 OSO Classical #16 Mahler's Symphony #2 7:30pm			
KA				Broadway Across America An American in Paris 7:30pm	Broadway Across America An American in Paris 7:30pm	Broadway Across America An American in Paris 7:30pm	Broadway Across America An American in Paris 7:30pm	Broadway Across America An American in Paris 2:00pm and 7:30pm			
NMK		OCT Pinkalicious 11:00am and 2:00pm	Portland'5 Presents Emel Mathlouthi 7:30pm			OCT Pinkalicious 9:45am and 11:45am Two shows, one call time	OCT Pinkalicious 9:45am and 11:45am Two shows, one call time	OCT Pinkalicious 2:00pm and 5:00pm			
WIN											
AHH		Stumptown Stages The Toxic Avenger 2:00pm BT									
OCC	EXPO	Revolution Talent	World Wide			PyCon	PyCon	PyCon Crafty Wonderland Rose City Gun Show			
ASCH		21 OSO Classical #16 Mahler's Symphony #2 2:00pm	22 OSO Classical #16 Mahler's Symphony #2 7:30pm	23 OSO Special Jake Shimabukuro 7:30pm	24	25	26	27			
KA		Broadway Across America An American in Paris 1:00pm and 6:30pm									
NMK		OCT Pinkalicious 11:00am and 2:00pm				OCT Pinkalicious 9:45am and 11:45am Two shows, one call time	OCT Pinkalicious 9:45am and 11:45am Two shows, one call time	OCT Pinkalicious 2:00pm and 5:00pm			
WIN				The Northwest Academy The Northwest Academy 7:00pm	The Northwest Academy The Northwest Academy 1:00pm Open Rehearsal 7:00pm Performance		The Northwest Academy The Northwest Academy 1:00pm Open Rehearsal 7:00pm Performance				
AHH			Portland'5 Presents Poetry on Broadway Eliz Woody/Dave Biespiel 7:30pm Rotunda Lobby								
OCC	EXPO	PyCon Rose City Gun Show									
ASCH		28 Monqui Rodríguez 8:00pm	29	30	31						
KA											
NMK		OCT Pinkalicious 11:00am and 2:00pm									
WIN											
AHH											
OCC	EXPO										

NOTE: ALL LISTED EVENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE

ASCH = Arlene Schnitzer Concert Hall KA = Keller Auditorium NMK = Newmark Theatre WIN = Dolores Winningstad Theatre AHH = Antoinette Hatfield Hall BT = Brunish Theatre