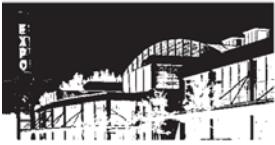

MERC Commission Meeting

August 2, 2017
12:30 pm

Oregon Convention Center
777 NE MLK Jr. Blvd
Rooms A107, A108



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, Aug. 2, 2017
Time: 12:30 – 2:30 p.m.
Place: Oregon Convention Center, A107-108

CALL TO ORDER

- | | | |
|--------------|--|---|
| 12:30 | 1. QUORUM CONFIRMED | |
| 12:35 | 2. OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS | |
| 12:40 | 3. COMMISSION/COUNCIL LIAISON COMMUNICATIONS | Karis Stoudamire-Phillips |
| 12:45 | 4. GM COMMUNICATIONS | Scott Cruickshank |
| 12:50 | 5. FINANCIAL REPORT, pgs 4-24 | Ben Rowe |
| 12:55 | 6. VENUE BUSINESS REPORTS | Robyn Williams, Craig Stroud,
Matthew P. Rotchford |
| 1:05 | 7. ARAMARK FOURTH QUARTER REPORT, pgs 26-44 | David Woodman, Diane Marshall |
| 1:30 | 8. CONSENT AGENDA | |
| | <ul style="list-style-type: none"> • Record of MERC Actions, July 12, 2017, pgs 46-48 | |
| 1:35 | 9.0 ACTION AGENDA | |
| | 9.1 Resolution 17-25: For the purpose of approving the contract with Portland Mechanical Contractors, Inc., for “On-Call Plumbing Maintenance and Repair” at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract; Resolution p. 50, Exhibit A pgs. 51-60, Staff Report pg. 61 | Matt Pizzuti |
| | 9.2 Resolution 17-26: For the Purpose of Adopting New Resident Company User Fee rates effective September 1, 2017; pgs 62-64 | Robyn Williams |
| | 9.3 Resolution 17-27: For the purpose of ratifying the collective bargaining agreement with the American Federation of State, County, and Municipal Employees Local 3580; Resolution p. 65, Exhibit A pgs. 66 -133, Staff Report pgs. 134-135 | Ross Hume, Terry Smith |

ADJOURN

MERC Commission Meeting

August 2, 2017
12:30 pm

5.0 Financial Report

JUNE 2017

FINANCIAL INFORMATION

For Management Purposes only



OREGON

Oregon
Convention
Center



Memo



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Date: August 2, 2017
To: Commissioner Karis Stoudamire-Phillips, Chair
Commissioner Deidra Kryz-Rusoff, Secretary-Treasurer
Commissioner Judie Hammerstad
Commissioner Ray Leary
Commissioner Damien Hall
Commissioner Deanna Palm
Commissioner Danel Malan

From: Ben Rowe – MERC Finance Manager
Re: Preliminary annual financial information and for the month of June Fiscal Year 2016-17

Executive Summary

The annual, fourth quarter, and June numbers presented in this report are preliminary. Accounting is still in the process of closing the fiscal year. Adjustments between now and final fiscal close will affect financials presented in this report.

Readers should note one major financial dynamic that occurred in June affecting the financial picture of OCC and MERC. OCC received a one-time \$4,000,000 allocation from the Visitor Development Fund for the Hotel Project. It was received in June and immediately transferred out (expensed) to the Hotel Bond Fund for the Hotel Project. This allocation skews the total revenue numbers when compared to prior years. However, in FY 2015-16, OCC contributed \$4,000,000 from its fund reserves to the Hotel Project, therefore expenses year over year are equitably comparable.

Fiscal year 2015-16 was the venue's highest grossing year ever. In comparison, FY 2016-17 event based revenues (charges for services & food & beverage) performed 5.6% (\$2.8 million) below the prior year, however 11.5% (\$4.9 million) above the three-year historical average. Annual rent and event charges for services closed 5% (\$1.5 million) below the prior year and food and beverage closed 7% (-\$1.4 million) below the prior year. Excluding the one-time \$4 million allocation from the VDF, total MERC revenues closed 4.7% (\$3.2 million) below the prior year, however, 8.2% above the three-year historical average, and 9% (\$5.4 million) above budget projections. MERC's annual pass-through grant to Travel Portland for enhanced marketing for \$486,000 is one transaction still outstanding. Once this payment is made, Total annual MERC expenses will be even (0.08% above) with prior year and 1% below budget expectations.

Accounting for its reduced revenue performance and both the one-time \$4 million grant from the VDF and the pending payment to Travel Portland for enhanced marketing, the venues managed into its net operations performance of \$6.9 million in parity with the prior year. The venues managed Personnel expenses 3% below budget expectations and only 3% above the prior year. The venues also managed goods and services expenses 4% below budget expectations and 1% below the prior year. This is notable because the Portland-Salem first half (January to June) Consumer Price Index (CPI) increased 4.42%. The venue managers should be commended for managing into a varied economic year on both the revenue and expense side of the equation.

Transient Lodging Tax (TLT) is performing as expected, very similarly to the prior year. Both OCC and Portland's received their maximum increase year over year combined totaling \$728,000. It is expected that another significant amount similar to FY 2015-16 will be deposited into our TLT pooled capital account providing much needed funding for OCC and Expo capital projects.

MERC Venues Events & Attendance

The venues hosted 33 (2%) more events and 66,000 (3%) more attendees this year over the prior year. Fourth quarter event and attendance performed respectively 2% above and 5% below the three-year historical fourth quarter average. Total annual event and attendance performed 4% and 5% respectively above the three-year historical average.

	2016		2017		Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Total MERC Venues						
1 st Quarter	293	329,836	284	342,829	(9), (3%)	12,993, 4%
2 nd Quarter	462	497,534	443	513,411	(19), (4%)	15,877, 3%
3 rd Quarter	438	680,882	469	654,702	(2), (0.5%)	(3,568), (1%)
4 th Quarter	447	451,427	458	445,471	28, 6%	68,978, 15%
April	201	203,765	197	201,881	(4), (2%)	(1,884), (1%)
May	147	143,897	155	137,279	8, 5%	(6,618), (5%)
June	99	103,765	106	106,311	7,7%	2,546, 2%
Annual	1,640	1,959,679	1,654	1,956,413	33, 2%	66,128, 3%

MERC Venues Revenues & Expense

Total MERC event revenues (charges for services and food & beverage) in June closed 5.3% below June 2016. Total venue expenses for June closed 8.5% above the prior year.

Food & Beverage

The total MERC venues food and beverage margin for June is 29% and 22% (\$4.1 million) YTD, 3% above the three-year historical YTD average.

Net Operations

Total MERC YTD net operations is \$7.4 million \$1.7 million (32%) 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	14,052,840	17,383,250	20,258,155	18,907,973	17,231,415	9.7%	-6.7%
Charges for Services	20,873,669	25,334,609	30,213,882	28,720,385	25,474,053	12.7%	-4.9%
Lodging Tax	10,904,188	10,830,714	11,526,677	12,254,704	11,087,193	10.5%	6.3%
Other	6,386,351	5,168,497	5,545,674	8,485,965	5,700,174	48.9%	53.0%
Total Revenues	52,217,048	58,717,071	67,544,387	68,369,027	59,492,836	14.9%	1.2%
Expenses							
Food and Beverage	12,298,206	13,946,162	15,835,228	14,793,259	14,026,532	5.5%	-6.6%
Personnel Services	16,296,492	17,696,716	19,192,250	19,684,072	17,728,486	11.0%	2.6%
Materials and Services	14,255,752	14,240,191	16,880,110	16,647,511	15,125,351	10.1%	-1.4%
Other Operating Expense	5,551,793	5,876,872	9,468,026	9,814,122	6,965,564	40.9%	3.7%
Total Operating Expense	48,402,241	51,759,941	61,375,615	60,938,964	53,845,932	13.2%	-0.7%
Net Operations	3,814,807	6,957,131	6,168,773	7,430,063	5,646,903	31.6%	20.4%
Food & Beverage Margin\$	1,754,635	3,437,088	4,422,926	4,114,715	3,204,883	28.4%	-7.0%
Food & Beverage Margin%	12.5%	19.8%	21.8%	21.8%	18.6%	3.2%	-0.1%

Oregon Convention Center

Excluding the one-time \$4 million allocation from the VDF, June revenues closed 8% (\$393,000) below June 2016, 1% above the three-year historical June average, and 5% below budget projections. OCC hosted 8 (20%) more events and 15,125 (48%) more attendees in June compared to the prior year. June events and attendance are respectively 35% and 89% above the three-year historical monthly average. June expenses closed 8% above the prior year, and closed 15% above June budget projections. OCC's YTD food and beverage margin is 21%, 1% below the prior YTD margin.

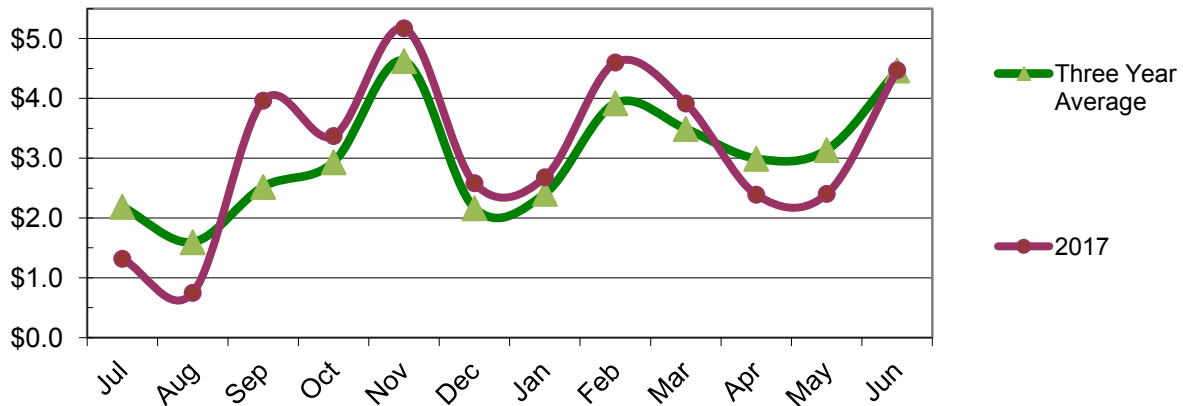
Highest Grossing Events

Event*	Gross Event Revenue	% of June Event Revenue
Association for Professionals in Infection Control & Epidemiology	\$934,897	39%
Evolution Conference 2017	542,271	23%
Oregon Health & Science University Convocation & Hooding	285,385	12%
American Baptist Church	196,697	8%
All other Events	442,562	18%
Total	\$2,401,811	100%

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

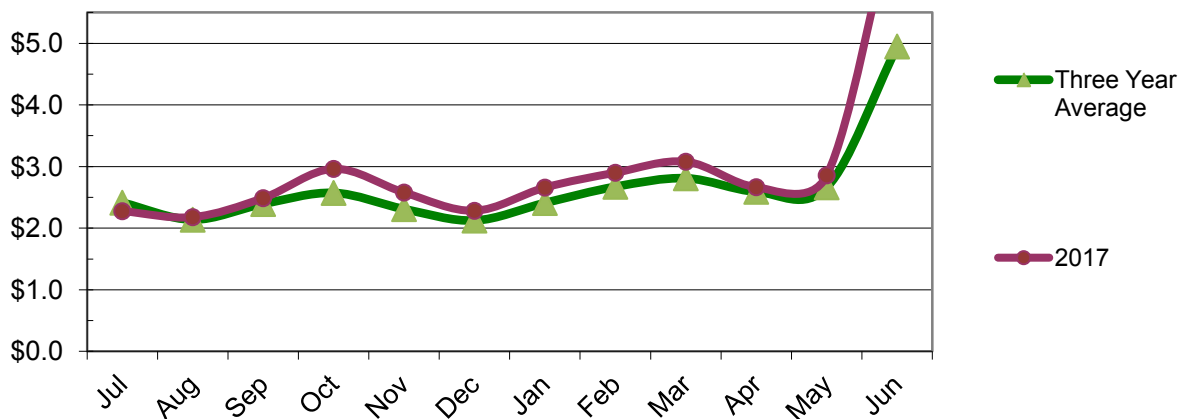
OCC Program Revenues by Month

Shown in Millions



OCC Program Expense by Month

Shown in Millions



Portland's Centers for the Arts

Portland's June closed in parity (\$38,000 above) its three-year historical June average, excluding June 2016. Portland's preliminary annual revenue closed \$26,000 less than the prior year, 21% (\$3.3 million) above its three-year historical average, and 16% above budget expectations. In June, Portland's hosted 3 (6%) more performances and 18,400 (34%) fewer attendees compared to the prior year. June performances and attendance are 4% and 19% respectively below the three-year historical monthly average. June expenses closed 12% below the prior year, 2% above the three-year historical average and 1% below budget projections. Portland's YTD food and beverage margin is 29%, 4% above the prior YTD margin.

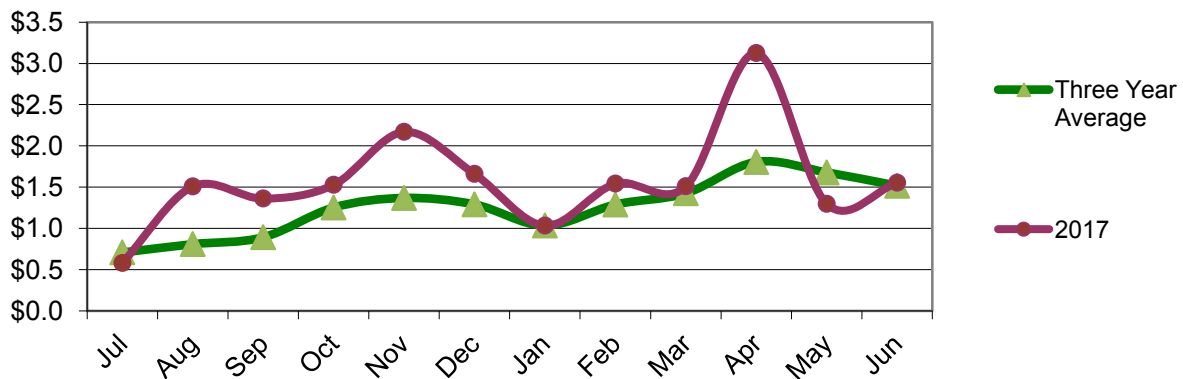
Highest Grossing Events

Event*	Gross Event Revenue	% of June Event Revenue
Cabaret	\$170,589	20%
Man of La Mancha	93,090	11%
Nick Cave	74,735	9%
Westside Dance Academy	44,695	5%
All other Events	453,526	54%
Total	\$836,635	100%

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

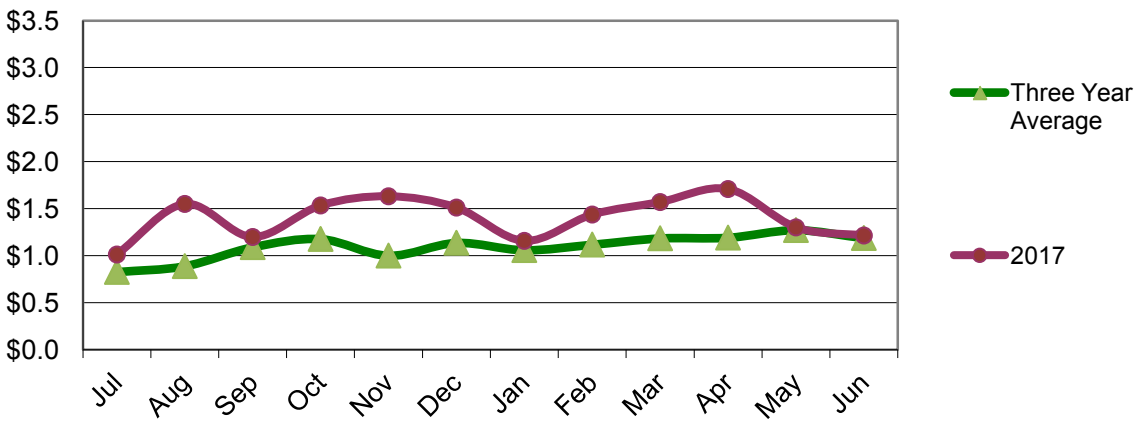
PSCA Program Revenue by Month

Shown in Millions



PSCA Program Expense by Month

Shown in Millions



Portland Expo Center

Expo set a new June and annual gross revenue record in FY 2016-17! June closed 24% above the prior year and 39% above the three-year historical average. Preliminary annual gross revenues closed 4% over the prior year and 7.4% over the three-year historical average. Expo hosted 4 fewer events however 5,800 more attendees in June than the prior year. June events and attendance performed respectively 13% below and 61% above the three-year historical June average. Expo's June expenses closed 53% below the prior year, 9% above the three-year historical monthly average, and 1% above budget projections. Annual expenses closed 3.6% over the prior year and 1.7% over budget expectations. Expo's YTD food & beverage margin is 18%, 3% above the prior YTD margin.

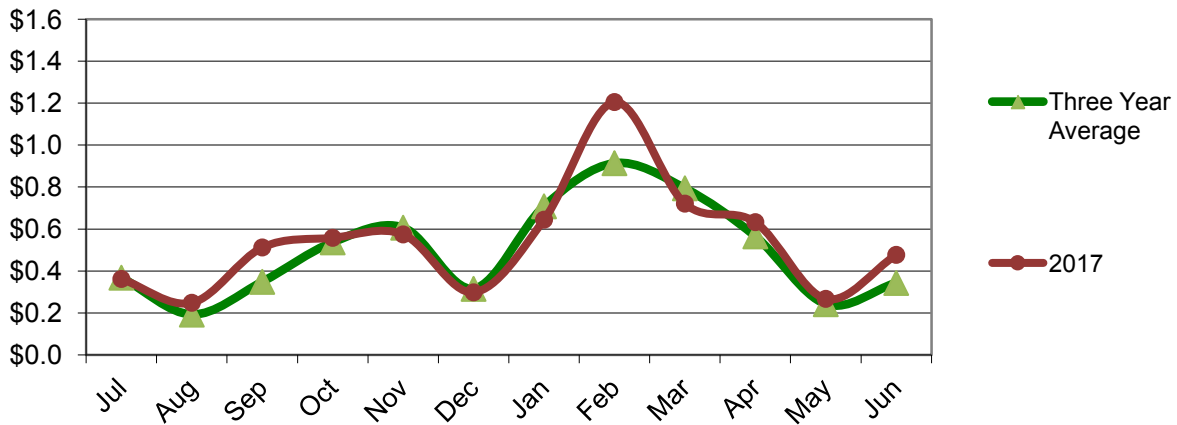
Highest Grossing Events

Event*	Gross Event Revenue	% of June Event Revenue
Mecum Auto Auction	\$190,938	43%
Reebok Crossfit Games	176,340	40%
Paul Evert's RV Country	36,458	8%
Centennial High School Graduation	19,708	4%
All other Events	16,414	4%
Total	\$439,859	100%

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

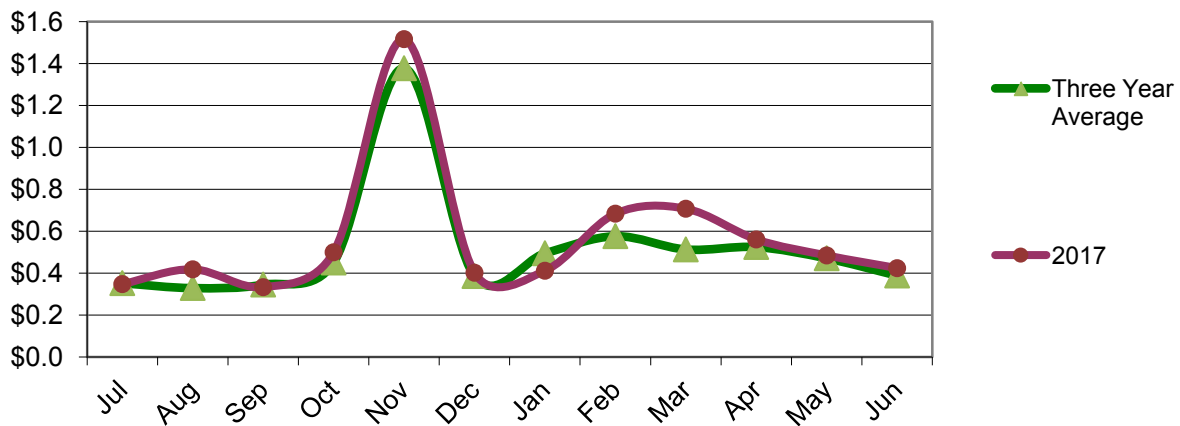
Expo Program Revenue by Month

Shown in Millions



Expo Program Expense by Month

Shown in Millions



MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Departments

June 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
Operations							
Charges for Services	2,161,745	2,502,673	28,720,385	30,213,882	25,283,884	95.06%	113.59%
Contributions from Governments	-	856,873	866,299	856,873	871,029	101.10%	99.46%
Contributions from Private Sources	-	-	-	-	13,000	0.00%	0.00%
Enhanced Marketing VDF	478,453	473,139	478,453	473,139	486,118	101.12%	98.42%
Food and Beverage Revenue	1,702,684	1,576,797	18,907,973	20,258,155	17,248,329	93.34%	109.62%
Grants	-	22,951	8,055	25,152	55,000	32.03%	14.65%
Interest Earnings	64,969	190,172	426,381	443,548	171,000	96.13%	249.35%
Lodging Tax	-	-	12,254,704	11,526,677	11,964,317	106.32%	102.43%
Miscellaneous Revenue	(31,265)	27,651	156,623	323,892	103,440	48.36%	151.41%
Transfers-R	23,337	299,432	330,000	789,432	330,000	41.80%	100.00%
Visitor Development Fund Alloc	6,220,154	2,633,638	6,220,154	2,633,638	6,468,315	236.18%	96.16%
Total Revenues	10,620,077	8,583,325	68,369,027	67,544,387	62,994,432	101.22%	108.53%
Capital Outlay	-	-	-	-	-	0.00%	0.00%
Food & Beverage Services	1,201,717	1,951,880	14,793,259	15,835,228	13,985,429	93.42%	105.78%
Materials and Services	1,785,068	2,088,716	16,647,511	16,880,110	17,350,339	98.62%	95.95%
Personnel Services	1,541,722	1,542,242	19,684,072	19,192,250	20,310,932	102.56%	96.91%
Transfers-E	4,529,472	3,841,684	9,814,122	8,994,887	9,814,830	109.11%	99.99%
Visitor Development Marketing	-	473,139	-	473,139	486,118	0.00%	0.00%
Total Expenditures	9,057,979	9,897,660	60,938,964	61,375,615	61,947,648	99.29%	98.37%
Net Operations	1,562,098	(1,314,335)	7,430,063	6,168,773	1,046,784		
Capital							
Contributions from Private Sources	-	351,167	318,750	544,917	637,501	58.50%	50.00%
Grants	-	-	108,512	30,980	-	350.26%	0.00%
Lodging Tax	1,604,547	5,100,144	3,251,828	6,741,441	-	48.24%	0.00%
Miscellaneous Revenue	-	-	4,317	137,626	-	3.14%	0.00%
Transfers-R	26,663	-	320,000	110,000	320,000	290.91%	100.00%
Total Revenues	1,631,210	5,451,311	4,003,407	7,564,965	957,501	52.92%	418.11%
Capital Outlay	675,113	331,093	3,425,641	2,056,738	14,418,744	166.56%	23.76%
Materials and Services	188,119	51,417	1,780,519	79,632	46,000	2235.94%	3870.69%
Total Expenditures	863,232	382,509	5,206,160	2,136,370	14,464,744	243.69%	35.99%
Net Capital	767,978	5,068,802	(1,202,753)	5,428,594	(13,507,243)		
12 Month Fund Balance Increase	2,330,077	3,754,467	6,227,310	11,597,367	(12,460,459)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Convention Center Operating Fund

June 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
Operations							
Charges for Services	1,150,041	1,122,376	11,867,110	13,573,000	10,764,464	87.4%	110.2%
Enhanced Marketing VDF	478,453	473,139	478,453	473,139	486,118	101.1%	98.4%
Food and Beverage Revenue	1,397,130	1,248,108	13,393,015	14,939,319	12,000,000	89.6%	111.6%
Grants	-	6,151	8,055	8,352	-	96.4%	0.0%
Interest Earnings	28,400	81,459	165,091	180,454	75,000	91.5%	220.1%
Lodging Tax	-	-	10,898,863	10,185,853	10,593,288	107.0%	102.9%
Miscellaneous Revenue	(50,646)	6,030	30,133	50,854	17,000	59.3%	177.3%
Transfers-R	(67,396)	107,612	(758,751)	(331,242)	(758,751)	229.1%	100.0%
Visitor Development Fund Alloc	5,534,371	1,955,473	5,534,371	1,955,473	5,771,546	283.0%	95.9%
Total Revenues	8,470,354	5,000,348	41,616,339	41,035,203	38,948,665	101.4%	106.8%
Food & Beverage Services	938,868	1,529,129	10,631,595	11,648,678	9,762,922	91.3%	108.9%
Materials and Services	1,175,431	1,284,741	8,726,640	9,826,869	10,217,186	88.8%	85.4%
Personnel Services	821,564	846,787	10,084,331	10,184,474	10,892,021	99.0%	92.6%
Transfers-E	4,390,281	3,704,975	6,790,256	6,033,996	6,790,481	112.5%	100.0%
Visitor Development Marketing	-	473,139	-	473,139	486,118	0.0%	0.0%
Total Expenditures	7,326,143	7,838,771	36,232,822	38,167,157	38,148,728	94.9%	95.0%
Net Operations	1,144,210	(2,838,424)	5,383,517	2,868,046	799,937		
Capital							
Contributions from Private Sources	-	278,511	199,219	399,605	398,438	49.9%	50.0%
Grants	-	-	97,548	-	-	0.0%	0.0%
Miscellaneous Revenue	-	-	4,317	2,455	-	175.8%	0.0%
Transfers-R	26,663	-	1,695,000	650,000	1,695,000	260.8%	100.0%
Total Revenues	26,663	278,511	1,996,084	1,052,060	2,093,438	189.7%	95.3%
Capital Outlay	442,527	100,943	1,504,827	695,466	6,913,959	216.4%	21.8%
Materials and Services	178,099	428	1,615,465	28,643	-	5640.0%	0.0%
Total Expenditures	620,625	101,371	3,120,293	724,109	6,913,959	430.9%	45.1%
Net Capital	(593,962)	177,140	(1,124,209)	327,951	(4,820,521)		
12 Month Fund Balance Increase	550,248	(2,661,284)	4,259,308	3,195,997	(4,020,584)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts Fund

June 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
Operations							
Charges for Services	724,083	1,158,713	12,854,749	12,679,505	10,351,965	101.4%	124.2%
Contributions from Governments	-	856,873	866,299	856,873	871,029	101.1%	99.5%
Contributions from Private Sources	-	-	-	-	13,000	0.0%	0.0%
Food and Beverage Revenue	149,549	232,092	3,329,348	3,321,789	3,252,119	100.2%	102.4%
Grants	-	6,000	-	6,000	55,000	0.0%	0.0%
Interest Earnings	18,703	66,255	138,308	169,135	60,000	81.8%	230.5%
Lodging Tax	-	-	1,355,841	1,340,824	1,371,029	101.1%	98.9%
Miscellaneous Revenue	12,734	16,356	88,965	233,102	61,590	38.2%	144.4%
Transfers-R	(36,852)	10,499	(442,226)	(382,213)	(442,226)	115.7%	100.0%
Visitor Development Fund Alloc	685,783	678,165	685,783	678,165	696,769	101.1%	98.4%
Total Revenues	1,553,999	3,024,953	18,877,067	18,903,180	16,290,275	99.9%	115.9%
Food & Beverage Services	142,274	276,196	2,369,423	2,494,426	2,520,826	95.0%	94.0%
Materials and Services	477,046	509,350	6,117,794	5,380,756	5,126,153	113.7%	119.3%
Personnel Services	497,616	500,784	7,081,201	6,448,947	6,786,405	109.8%	104.3%
Transfers-E	96,589	97,371	1,256,191	1,219,558	1,256,191	103.0%	100.0%
Total Expenditures	1,213,525	1,383,701	16,824,609	15,543,687	15,689,575	108.2%	107.2%
Net Operations	340,474	1,641,252	2,052,458	3,359,493	600,700		
Capital							
Contributions from Private Sources	-	43,594	71,719	87,188	95,625	82.3%	75.0%
Grants	-	-	9,964	30,980	-	32.2%	0.0%
Miscellaneous Revenue	-	-	-	135,171	-	0.0%	0.0%
Total Revenues	-	43,594	81,683	253,339	95,625	32.2%	85.4%
Capital Outlay	112,174	128,478	1,574,641	1,056,623	5,229,405	149.0%	30.1%
Materials and Services	-	-	56,672	-	-	0.0%	0.0%
Total Expenditures	112,174	128,478	1,631,313	1,056,623	5,229,405	154.4%	31.2%
Net Capital	(112,174)	(84,884)	(1,549,631)	(803,284)	(5,133,780)		
12 Month Fund Balance Increase	228,300	1,556,368	502,828	2,556,209	(4,533,080)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Expo Fund

June 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
Operations							
Charges for Services	287,622	221,583	3,998,526	3,961,376	4,167,455	100.9%	95.9%
Food and Beverage Revenue	156,005	96,596	2,185,611	1,997,047	1,996,210	109.4%	109.5%
Grants	-	10,800	-	10,800	-	0.0%	0.0%
Interest Earnings	3,675	13,099	19,483	29,457	18,000	66.1%	108.2%
Miscellaneous Revenue	6,647	5,266	37,525	39,935	24,850	94.0%	151.0%
Transfers-R	23,337	37,055	280,000	203,997	280,000	137.3%	100.0%
Total Revenues	477,286	384,400	6,521,145	6,242,613	6,486,515	104.5%	100.5%
Food & Beverage Services	120,576	146,555	1,792,241	1,692,124	1,701,681	105.9%	105.3%
Materials and Services	116,037	235,852	1,477,611	1,389,854	1,468,915	106.3%	100.6%
Personnel Services	144,356	135,373	1,782,378	1,726,549	1,765,261	103.2%	101.0%
Transfers-E	42,427	39,338	1,733,825	1,741,333	1,734,308	99.6%	100.0%
Total Expenditures	423,396	557,118	6,786,055	6,549,860	6,670,165	103.6%	101.7%
Net Operations	53,889	(172,718)	(264,910)	(307,247)	(183,650)		
Capital							
Contributions from Private Sources	-	29,063	47,813	58,125	143,438	82.3%	33.3%
Grants	-	-	1,000	-	-	0.0%	0.0%
Transfers-R	-	-	1,016,740	280,000	1,016,740	363.1%	100.0%
Total Revenues	-	29,063	1,065,553	338,125	1,160,178	315.1%	91.8%
Capital Outlay	120,412	101,672	346,173	304,650	2,025,380	113.6%	17.1%
Materials and Services	10,020	50,989	108,381	50,989	46,000	212.6%	235.6%
Total Expenditures	130,432	152,661	454,554	355,639	2,071,380	127.8%	21.9%
Net Capital	(130,432)	(123,598)	610,998	(17,514)	(911,202)		
12 Month Fund Balance Increase	(76,543)	(296,317)	346,088	(324,760)	(1,094,852)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Admin Sub Fund

June 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
Operations							
Interest Earnings	14,191	29,359	103,498	64,501	18,000	160.5%	575.0%
Transfers-R	104,248	144,266	1,250,977	1,298,890	1,250,977	96.3%	100.0%
Total Revenues	118,439	173,625	1,354,475	1,363,391	1,268,977	99.3%	106.7%
Capital Outlay	-	-	-	-	-	0.0%	0.0%
Materials and Services	16,554	58,772	325,466	282,631	538,085	115.2%	60.5%
Personnel Services	78,185	59,297	736,161	832,280	867,245	88.5%	84.9%
Transfers-E	175	-	33,850	-	33,850	0.0%	100.0%
Total Expenditures	94,914	118,069	1,095,478	1,114,911	1,439,180	98.3%	76.1%
Net Operations	23,525	55,555	258,998	248,480	(170,203)		
Capital							
Lodging Tax	1,604,547	5,100,144	3,251,828	6,741,441	-	48.2%	0.0%
Transfers-R	-	-	(2,391,740)	(820,000)	(2,391,740)	291.7%	100.0%
Total Revenues	1,604,547	5,100,144	860,088	5,921,441	(2,391,740)	14.5%	-36.0%
Capital Outlay	-	-	-	-	250,000	0.0%	0.0%
Total Expenditures	-	-	-	-	250,000	0.0%	0.0%
Net Capital	1,604,547	5,100,144	860,088	5,921,441	(2,641,740)		
12 Month Fund Balance Increase	1,628,072	5,155,699	1,119,086	6,169,921	(2,811,943)		

MERC Food and Beverage Margins

June 2017

	Current Month Actual	Prior Year Month Actual	Current Year to Date	Prior Year to Date Actual	Annual Budget
Convention Center Operating Fund					
Food and Beverage Revenue	1,397,130	1,248,108	13,393,015	14,939,319	12,000,000
Food & Beverage Services	938,868	1,529,129	10,631,595	11,648,678	9,762,922
Food and Beverage Gross Margin	458,263	(281,021)	2,761,420	3,290,640	2,237,078
Food and Beverage Gross Margin %	32.80%	-22.52%	20.62%	22.03%	18.64%
Portland'5 Centers for the Arts Fund					
Food and Beverage Revenue	149,549	232,092	3,329,348	3,321,789	3,252,119
Food & Beverage Services	142,274	276,196	2,369,423	2,494,426	2,520,826
Food and Beverage Gross Margin	7,275	(44,103)	959,925	827,363	731,293
Food and Beverage Gross Margin %	4.86%	-19.00%	28.83%	24.91%	22.49%
Expo Fund					
Food and Beverage Revenue	156,005	96,596	2,185,611	1,997,047	1,996,210
Food & Beverage Services	120,576	146,555	1,792,241	1,692,124	1,701,681
Food and Beverage Gross Margin	35,429	(49,959)	393,370	304,923	294,529
Food and Beverage Gross Margin %	22.71%	-51.72%	18.00%	15.27%	14.75%
MERC Fund Total					
Food and Beverage Revenue	1,702,684	1,576,797	18,907,973	20,258,155	17,248,329
Food & Beverage Services	1,201,717	1,951,880	14,793,259	15,835,228	13,985,429
Food and Beverage Gross Margin	500,966	(375,083)	4,114,715	4,422,926	3,262,900
Food and Beverage Gross Margin %	29.42%	-23.79%	21.76%	21.83%	18.92%

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

OCC	June 2014		June 2015		June 2016		June 2017		Net Change from Prior Year		June 2017	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	7	8,440	5	11,343	7	9,708	4	9,435	(3)	(273)	1,720,404	72%
Consumer Public Shows	1	750	2	1,365	4	8,815	3	19,584	(1)	10,769	198,011	8%
Miscellaneous									-	-		0%
Miscellaneous -In-House	8	126	10	245	13	136	25	730	12	594	14,341	1%
Meetings	13	6,905	15	12,364	11	11,032	10	14,570	(1)	3,538	340,734	14%
Catering	2	351	4	783	5	1,810	6	2,307	1	497	128,321	5%
Totals	31	16,572	36	26,100	40	31,501	48	46,626	8	15,125	\$ 2,401,811	100%

Expo Center	June 2014		June 2015		June 2016		June 2017		Net Change from Prior Year		June 2017	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	3	6,233	2	7,085	5	16,351	6	22,025	1	5,674	421,202	96%
<i>Cirque Du Soleil</i>	-	-	-	-	-	-	-	-	-	-		0%
Miscellaneous	3	13,102	2	26	3	2,504	1	2,715	(2)	211	5,565	1%
Meetings	1	30	2	740	3	86	-	-	(3)	(86)		0%
Catering	-	-	-	-	-	-	-	-	-	-		0%
Tradeshows/Conventions	-	-	-	-	-	-	-	-	-	-	13,092	3%
Totals	7	19,365	6	7,851	11	18,941	7	24,740	(4)	5,799	\$ 439,859	100%
Totals w/Cirque du Soleil	7	19,365	6	7,851	11	18,941	7	24,740	(4)	5,799	\$ 439,859	100%

Portland '5	June 2014		June 2015		June 2016		June 2017		Net Change from Prior Year		June 2017	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	24	13,773	29	22,575	23	19,410	20	11,630	(3)	(7,780)	352,895	42%
Broadway	8	16,437	-	-	8	19,147	4	8,378	(4)	(10,769)	170,583	20%
Resident Company	2	375	4	4,675	4	7,532	9	9,197	5	1,665	171,892	21%
Non-Profit	25	8,339	10	6,811	7	5,000	12	4,356	5	(644)	42,236	5%
Promoted/ Co-Promoted			5	672	3	1,350	3	747	-	(603)	83,315	10%
Student	-	-	-	-	1	499	1	268	-	(231)	15,663	2%
Miscellaneous	2	1,512	2	530	2	385	2	369	-	(16)	51	0%
Totals	61	40,436	50	35,263	48	53,323	51	34,945	3	(18,378)	\$ 836,635	100%
MERC Total	99	76,373	92	69,214	99	103,765	106	106,311	7	2,546		

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

OCC	4th quarter 13-14		4th quarter 14-15		4th quarter 15-16		4th quarter 16-17		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
Tradeshows/Conventions	17	45,153	15	31,941	18	31,544	11	32,934	(2)	(13,212)
Consumer Public Shows	15	59,666	17	88,360	14	62,541	12	71,446	2	28,694
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Miscellaneous -In-House	26	513	36	985	35	724	68	2,446	10	472
Meetings	48	21,009	40	19,817	47	29,186	47	29,629	(8)	(1,192)
Catering	27	12,576	22	11,006	25	9,740	23	11,573	(5)	(1,570)
Totals	133	138,917	130	152,109	139	133,735	161	148,028	(3)	13,192

Expo Center	4th quarter 13-14		4th quarter 14-15		4th quarter 15-16		4th quarter 16-17		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
Consumer Public Shows	14	57,624	14	54,839	14	52,606	15	54,089	-	(2,233)
<i>Cirque Du Soleil</i>	40	82,150	-	-	-	-	-	-	-	-
Miscellaneous	7	15,665	5	1,347	10	5,639	6	4,185	5	4,292
Meetings	4	98	4	810	7	196	5	610	3	(614)
Catering	2	1,210	-	-	-	-	-	-	-	-
Tradeshows/Conventions	2	3,730	2	3,600	4	5,138	6	7,700	2	1,538
Totals	29	78,327	25	60,596	35	63,579	32	66,584	10	2,983
Totals w/Cirque du Soleil	69	160,477	25	60,596	35	63,579	32	66,584	10	2,983

Portland '5	4th quarter 13-14		4th quarter 14-15		4th quarter 15-16		4th quarter 16-17		Net Change from Prior Year	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance
Commercial (Non-Broadway)	47	33,182	43	44,559	36	45,439	33	35,088	(4)	11,377
Broadway	16	32,428	24	60,310	24	57,866	20	38,834	8	27,882
Resident Company	66	67,008	76	69,061	76	71,420	83	75,676	10	2,053
Non-Profit	77	33,786	69	33,958	63	35,729	57	33,577	(8)	172
Promoted/Co-Promoted			9	1,343	11	7,411	13	6,384	9	1,343
Student	51	27,494	60	38,660	61	35,863	56	40,831	9	11,166
Miscellaneous	5	1,720	2	530	2	385	3	469	(3)	(1,190)
Totals	262	195,618	283	248,421	273	254,113	265	230,859	21	52,803
MERC Total	464	495,012	438	461,126	447	451,427			28	68,978

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

OCC	FY 2014 Annual		FY 2015 Annual		FY 2016 Annual		FY 2017 Annual		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
Tradeshows/Conventions	65	116,991	75	135,950	74	162,526	70	145,098	(1)	26,576
Consumer Public Shows	62	320,670	69	389,561	57	352,551	56	325,311	(12)	(37,010)
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Miscellaneous -In-House	117	2,116	153	3,177	193	4,384	195	5,742	40	1,207
Meetings	149	58,689	154	62,596	151	69,706	180	93,949	(3)	7,110
Catering	85	47,035	75	41,763	80	43,656	73	54,438	5	1,893
Totals	478	545,501	526	633,047	555	632,823	574	624,538	29	(224)

Expo Center	FY 2014 Annual		FY 2015 Annual		FY 2016 Annual		FY 2017 Annual		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
Consumer Public Shows	53	324,279	56	350,698	50	330,882	55	333,092	(6)	(19,816)
<i>Cirque Du Soleil</i>	46	96,604	-	-	-	-	-	-	-	-
Miscellaneous	27	27,789	29	14,109	33	25,848	25	23,647	4	11,739
Meetings	17	489	17	1,244	22	1,239	15	1,434	5	(5)
Catering	2	1,210	1	52	2	437	1	411	1	385
Tradeshows/Conventions	9	15,842	9	15,066	14	40,299	13	26,600	5	25,233
Totals	108	369,609	112	381,169	121	398,705	109	385,184	9	17,536
Totals w/Cirque du Soleil	154	466,213	112	381,169	121	398,705	109	385,184	9	17,536

Portland '5	FY 2014 Annual		FY 2015 Annual		FY 2016 Annual		FY 2017 Annual		Net Change from Prior Year	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance
Commercial (Non-Broadway)	141	133,724	129	166,796	105	165,256	157	180,892	(24)	(1,540)
Broadway	53	105,035	81	199,203	102	247,429	94	223,928	21	48,226
Resident Company	223	271,536	247	303,178	249	276,754	272	307,153	2	(26,424)
Non-Profit	286	128,547	303	103,518	280	111,764	207	94,840	(23)	8,246
Promoted/Co-Promoted	4	347	36	6,717	50	23,350	77	35,167	14	16,633
Student	165	94,724	161	96,395	167	102,477	152	103,463	6	6,082
Miscellaneous	33	9,483	12	3,528	11	1,121	12	1,248	(1)	(2,407)
Totals	905	743,396	969	879,335	964	928,151	971	946,691	(5)	48,816
MERC Total	1,537	1,755,110	1,607	1,893,551	1,640	1,959,679	1,654	1,956,413	33	66,128

OCC Capital Project Status Report

Project Phases: **Planning** - Initiating/Planning, **Design** - Design & Engineering,

Contracting - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete**

Category Project Title	Management	Phase	2017 Budget				2018 Budget	
			Adopted	Amended	Actual	Remaining	Adopted	Amended
Food & Beverage								
Cucina Rosa Remodel	CPMO	On Hold-'19	331,779	331,779	-	331,779	-	-
Portable Concession Kiosks	ARAMARK	On Hold	50,000	50,000	-	50,000	-	-
Food & Beverage Point of Sale System (POS) Replacement	ARA / IS	Contracting	-	-	-	-	230,000	230,000
Special & Master Planning								
Facility Master Plan	OCC	Complete	298,560	288,560	18,243	270,317	-	-
Facility Conditions Assessment	OCC	Complete	-	10,000	5,475	4,525	-	-
Renewal & Replacement								
Plaza, Entries, & Major Interior Remodel	CPMO	Design	2,600,000	2,589,965	242,323	2,347,642	6,000,000	6,000,000
Admin & Guest Services Area Carpet Replacement	OCC	Complete	95,000	103,891	103,991	(100)	-	-
Drinking Fountains Replacement	OCC	Complete	175,000	175,000	168,127	6,873	-	-
Engineer Workspace Remodel	OCC	Complete	35,000	36,144	34,000	2,144	-	-
Building Envelop Assessment	CPMO	Planning	-	-	-	-	150,000	150,000
Cooling System Design Consulting (Cooling Towers & Chiller)	CPMO	Planning	-	20,000	4,032	15,968	80,000	80,000
Loading Dock Improvements (Dock Locks, Enclosures, Level)	CPMO	Planning	-	20,000	1,544	18,456	360,000	360,000
Movable Partition Refurbishment	OCC	In Progress	-	-	-	-	180,000	180,000
Break Room Renovation	CPMO	Planning	-	20,000	800	19,200	285,000	285,000
Setup Supervisors' Office Renovation	CPMO	Planning	-	10,000	-	10,000	95,000	95,000
Security & Access								
Security Camera Replacements	CPMO	Design	450,000	450,000	5,831	455,831	450,000	450,000
Alerton Global Controller & Software Upgrade	OCC	In Progress	70,000	70,000	70,000	-	-	70,000
Integrated Door Access Controls	CPMO	Planning	302,712	302,712	982	301,730	300,000	300,000
Life & Safety								
Telecom MDF Fire Suppression Upgrade	OCC	Contracting	55,000	55,000	-	55,000	55,000	55,000
Emergency Notification Upgrade	OCC	In Progress	375,000	375,000	277,812	97,188	375,000	305,000
Fire Sprinkler System Design Consulting	OCC	Planning	-	-	-	-	50,000	50,000
Lighting & Electrical								
Tower Lighting	CPMO	Construction	650,000	650,000	403,437	246,563	-	-

OCC Capital Project Status Report

Project Phases: **Planning** - Initiating/Planning, **Design** - Design & Engineering,

Contracting - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete**

Category Project Title	Management	Phase	2017 Budget				2018 Budget	
			Adopted	Amended	Actual	Remaining	Adopted	Amended
Portland Ballroom Can Lighting	CPMO	Construction	115,000	115,000	94,747	20,253	-	-
Oregon Ballroom Lighting Replacement	CPMO	Construction	220,000	220,000	219,891	109	-	-
Loading Dock & Parking Lot Lighting Replacement	CPMO	Construction	46,000	46,000	34,353	11,647	-	-
Parking Garage Lighting	CPMO	Construction	90,000	90,000	87,524	2,476	-	-
Exhibit Hall Lighting Control Replacement	CPMO	Construction	25,000	50,000	23,030	26,970	275,000	275,000
NFPA 70 E Arc Flash Assessment	OCC		-	35,000	-	35,000	-	-
Technology								
Telephone - Voice Over Internet Protocol (VOIP) Implement	IS	Construction	366,068	366,068	73,230	292,838	352,500	352,500
Xirrus WiFi & Show Network Upgrade	OCC	Complete	170,000	170,000	134,871	35,129	-	-
OM4 Network Upgrade	OCC	Canceled	130,000	130,000	-	130,000	-	-
Equipment								
Parking Management System	CPMO	In progress	1,000,000	1,000,000	934,984	65,016	-	-
AV Equipment	OCC	Complete	150,000	150,000	136,739	13,261	150,000	150,000
Cardboard Baler & Canopy	CPMO	On Hold-'19	130,000	-	-	-	-	-
Utility Cart & Tug	OCC	Complete	15,000	15,000	13,816	1,184	-	-
Performance Stage ADA Ramp	OCC	Complete	16,500	16,500	16,401	99	-	-
Tug Tow Tractor Purchase	OCC	Planning	-	-	-	-	28,000	28,000
480V Show Equipment	OCC	Planning	-	-	-	-	90,000	90,000
Holladay Suites Furniture Purchase	OCC	Planning	-	-	-	-	50,000	50,000
Total:			7,961,619	7,961,619	3,106,183	4,867,098	9,555,500	9,555,500
% of Budget:					39%			

Portland'5 Capital Project Status Report

Project Phases: **Planning** - Initiating/Planning, **Design** - Design & Engineering,
Contracting - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete**

Category Project Title	Management	Phase	2017 Budget				2018 Budget	
			Adopted	Amended	Actual	Remaining	Adopted	Amended
Food & Beverage								
Keller - North Concessions Stand Remodel (Aramark)	CPMO	on hold	150,000	150,000	-	150,000	-	-
Keller - 1st Balcony Concessions stand remodel	CPMO	on hold	30,000	30,000	-	30,000	-	-
All Venues - 14 Grab & Go Portables	ARA	Planning	168,000	168,000	-	168,000	-	-
ArtBar Bar Replacement (Aramark)	CPMO	Design	30,000	200,000	-	200,000	200,000	200,000
ArtBarista Remodel (Aramark)	CPMO	on hold	30,000	30,000	-	30,000	-	-
Aramark Point Of Sale System Replacement	ARA / IS	Contracting	-	-	-	-	130,000	130,000
Information Technology								
AHH/ASCH/Keller VOIP Implementation	IS	Construction	214,120	214,120	-	214,120	214,120	214,120
AHH - Stagehand Payroll Upgrade	P5	Complete	-	5,593	5,593	-	-	-
Elevators								
AHH/ASCH/Keller - Elevators Design & Scope	CPMO	Construction	15,767	150,767	738	150,029	-	-
AHH - Backstage Elevator Overhaul (R&R)	CPMO	Planning	235,000	-	-	-	-	-
AHH FOH Elevator Overhaul (R&R)	CPMO	Planning	480,000	580,000	-	580,000	-	-
Keller Backstage Dressing Tower Elevator Overhaul	CPMO	Planning	-	-	-	-	300,000	300,000
Lighting & Electrical								
Newmark Lighting Overhaul Phase II	P5	Contracting	40,000	40,000	6,610	33,390	100,000	275,000
Newmark Lighting Overhaul Phase III	P5	Contracting	130,000	130,000	327	129,673	100,000	275,000
Winningstad - House Lighting Control & Dimmers	P5	Contracting	40,000	120,000	6,450	113,550	100,000	200,000
Keller Auditorium - LED Lighting Conversion	P5	Design	110,635	90,635	-	90,635	-	-
Newmark LED Cyclorama Light Fixtures	P5	Complete	75,000	75,000	-	75,000	-	-
P5 NMK/Winni FOH Lighting System Overhaul (R&R)	P5	Canceled	80,000	-	-	-	-	-
AHH Winni LED Par Theatrical Fixtures (R&R)	P5	Planning	15,000	25,000	13,748	11,252	-	-
AHH Brunish Theater Electrical Improvements	P5	Planning	-	-	-	-	50,000	50,000
ASCH Audience Chamber Lighting	P5	Planning	-	-	-	-	25,000	25,000
CPMO Management								
AHH - Fire Alarm System	CPMO	Complete	175,000	225,000	168,920	56,080	-	-
Keller - Roof & Drains Replacement	CPMO	Construction	1,509,793	1,509,793	963,059	546,734	-	-
ASCH - Portland Sign Assessment & Refurb Scoping	CPMO	Construction	360,000	560,000	11,517	548,483	-	-
ASCH - Cooling Tower & Associated Piping (R & R)	CPMO	Design	50,000	50,000	20,924	29,076	350,000	-
Keller Wall Panels	CPMO	Complete	500,000	35,000	21,723	13,277	-	-
All Buildings Access Controls CCTV Replacement	CPMO	Planning	-	-	-	-	200,000	200,000
AHH Roof, Green Roof	CPMO	Planning	-	-	-	-	50,000	50,000
Venue Management								
Keller Carpet Stairwells (R & R)	P5	Complete	-	11,827	11,827	-	-	-
Keller - Rehearsal Hall Acoustical Treatment	P5	Complete	50,000	50,000	-	50,000	-	-

Portland'5 Capital Project Status Report

Project Phases: **Planning** - Initiating/Planning, **Design** - Design & Engineering,
Contracting - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete**

Category Project Title	Management	Phase	2017 Budget				2018 Budget	
			Adopted	Amended	Actual	Remaining	Adopted	Amended
ASCH - Orchestra Shell Rigging - loft blocks	P5	Planning	150,000	64,701	-	64,701	125,000	25,000
Stage Doors & Box Offices Plan	P5	Planning	241,719	241,719	10,203	231,516	-	-
Marketing & Reception Office Remodel	P5	Planning	-	-	33,902	(33,902)	-	-
AHH/ASCH/Keller Building Re-key & Key Control Software	P5	Complete	94,784	148,933	150,653	(1,720)	-	-
Keller Main Switch Gear (R&R)	P5	Complete	25,000	25,000	-	25,000	-	-
Keller Electrical Panels Replacement (R&R)	P5	Complete	25,000	25,000	-	25,000	-	-
AHH Brunish Deck Replacement (R&R)	P5	Complete	25,000	38,630	38,630	-	-	-
ASCH Backstage Entry Door Replacement (R&R)	P5	Construction	30,000	85,000	9,513	75,487	-	-
Water Fixture Upgrades	P5	Complete	-	-	42,396	(42,396)	-	-
AHH Main Street Rotunda Storefront Doors Replacement	P5	Planning	-	-	-	-	75,000	75,000
AHH, ASCH, Keller Assisted Listening System	P5	Planning	-	-	-	-	70,000	70,000
AHH, ASCH, Keller ADA Signage	P5	Planning	-	-	-	-	50,000	50,000
Equipment			-	-	-	-	-	-
Newmark - Stage Floor Replacement (R&R)	P5	Complete	100,000	100,000	63,650	36,350	-	-
Newmark - Main Speakers Replacement (R&R)	P5	on hold	100,000	100,000	-	100,000	-	-
Keller - Sound Console replacement (R&R)	P5	Complete	-	-	90	(90)	-	-
Keller/ASCH - Soft Goods, Main Curtain, Borders (R&R)	P5	Complete	29,587	29,587	1,457	28,130	-	-
ASCH & Keller Main Curtain, Loft Curtains, Legs & Borders	P5	Planning	-	-	-	-	100,000	100,000
Keller Balcony Front Fill Speakers	P5	Planning	-	-	-	-	50,000	50,000
Aerial Work Platform (Scissor lift)	P5	Planning	-	-	-	-	20,000	20,000
Banquet Chairs Replacement	P5	Planning	-	-	-	-	20,000	20,000
Total:			5,309,405	5,309,305	1,581,930	3,727,375	2,329,120	2,329,120
% of Budget:					30%			

Expo Center Capital Project Status Report

Project Phases: Planning - Initiating/Planning, **Design** - Design & Engineering,

Contracting - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete**

Category	Project Title	Management	Phase	2017 Budget				2018 Budget	
				Adopted	Amended	Actual	Remaining	Adopted	Amended
Food & Beverage									
	Connector Glass Door (ARA)	CPMO	Design	100,000	100,000	11,062	78,938	120,000	120,000
	Concessions Upgrades (ARA)	ARA	Planning	15,000	15,000	-	15,000	50,000	50,000
	Aramark Point of Sale System Replacement	ARA / IS /	Contracting	-	-	-	-	160,000	160,000
Special Projects									
	Marketing & Comm Plan - Advertising	EXPO	Planning	15,000	15,000	-	15,000	-	-
	Hall A, B, C Assessment	EXPO	Planning	33,000	33,000	-	33,000	-	-
Maintenance									
	Capital Maintenance - Truss Repair	EXPO	In Progress	19,800	19,800	8,528	-	-	-
	Capital Maintenance - Truss Repair	EXPO	In Progress	7,500	7,500	-	-	-	-
	Parking Lot Asphalt (R&R)	EXPO	Complete	77,415	77,415	35,000	30,887	-	-
	Parking Lot Asphalt (R&R)	CPMO	In Progress	-	-	-	-	135,000	135,000
	Expo Water Efficiency Upgrades	EXPO	Planning	46,000	46,000	-	46,000	80,000	80,000
Lighting & Electrical									
	Halls ABCDE Lighting Controls study and Replacement	CPMO	Planning	-	-	-	-	20,000	20,000
	New Hall A Shore Power	EXPO	Construction	-	75,000	21,326	(56,644)	150,000	150,000
	Interior & Exterior Lighting Replacements	EXPO	Planning	-	-	-	-	70,000	70,000
Renewal & Replacement									
	Hall D Lobby Carpet/Paint (R & R)	CPMO	Complete	25,065	25,065	2,822	21,820	-	-
	HVAC Rvw & Repair (TLT)	EXPO	Planning	170,000	-	-	(111,000)	-	-
	Halls ABCDE Retrofit Exhaust Fans	EXPO	On Hold	25,000	-	-	-	-	-
	Hall A Carpet & Paint & Sign	EXPO	On Hold	125,000	25,000	-	-	-	-
	Hall C HVAC Study	EXPO	Planning	-	-	-	-	35,000	35,000
	Halls ABCDE HVAC Controls Replacement	EXPO	Planning	-	-	-	-	60,000	60,000
Roofing									
	ABC Roof Repairs (R&R)	EXPO	In Progress	10,000	10,000	10,438	(438)	80,000	80,000
	Halls D & E Roof Replacement (R&R)	CPMO	Construction	779,500	924,500	3,809	44,263	1,898,750	1,898,750
	Halls D&E Solar Project	CPMO	Planning	100,000	72,123	-	72,123	-	-
Equipment									
	Audio Visual Equipment (Pooled TLT Capital)	EXPO	Planning	50,000	85,000	68,917	16,083	-	-

Expo Center Capital Project Status Report

Project Phases: **Planning** - Initiating/Planning, **Design** - Design & Engineering,

Contracting - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete**

Category	Project Title	Management	Phase	2017 Budget				2018 Budget	
				Adopted	Amended	Actual	Remaining	Adopted	Amended
	Plastic Folding Stacking Chairs (1 of 3)	EXPO	Complete	25,000	52,877	52,877	-	-	-
	Radio Replacements (1 of 5)	EXPO	In Progress	10,000	10,000	10,342	(342)	20,000	20,000
	Scaffolding	EXPO	On Hold	10,000	-	-	-	-	-
Information Technology				-	-	-	-	-	-
	Security Camera Access Control System (Phase 1	CPMO	In Progress	98,000	98,000	15,862	82,138	-	-
	Electronic Signage (TLT Pooled) & Landscaping	CPMO	In Progress	265,000	265,000	162,991	102,009	-	80,000
	Voice Over IP (VoIP) Infrastructure	IS	In Progress	107,940	107,940	42,794	65,146	107,940	107,940
	Ticketing Hardware	EXPO	Complete	8,000	8,000	1,531	2,619	-	-
	WiFi Upgrade (TLT)	CPMO	In Progress	25,000	75,000	1,788	73,212	80,000	-
Total:				2,161,680	2,161,680	466,867	527,494	3,066,690	3,066,690
% of Budget						22%			

MERC Commission Meeting

August 2, 2017
12:30 pm

7.0 Aramark
Fourth Quarter Report

4th Quarter Review - 2017

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

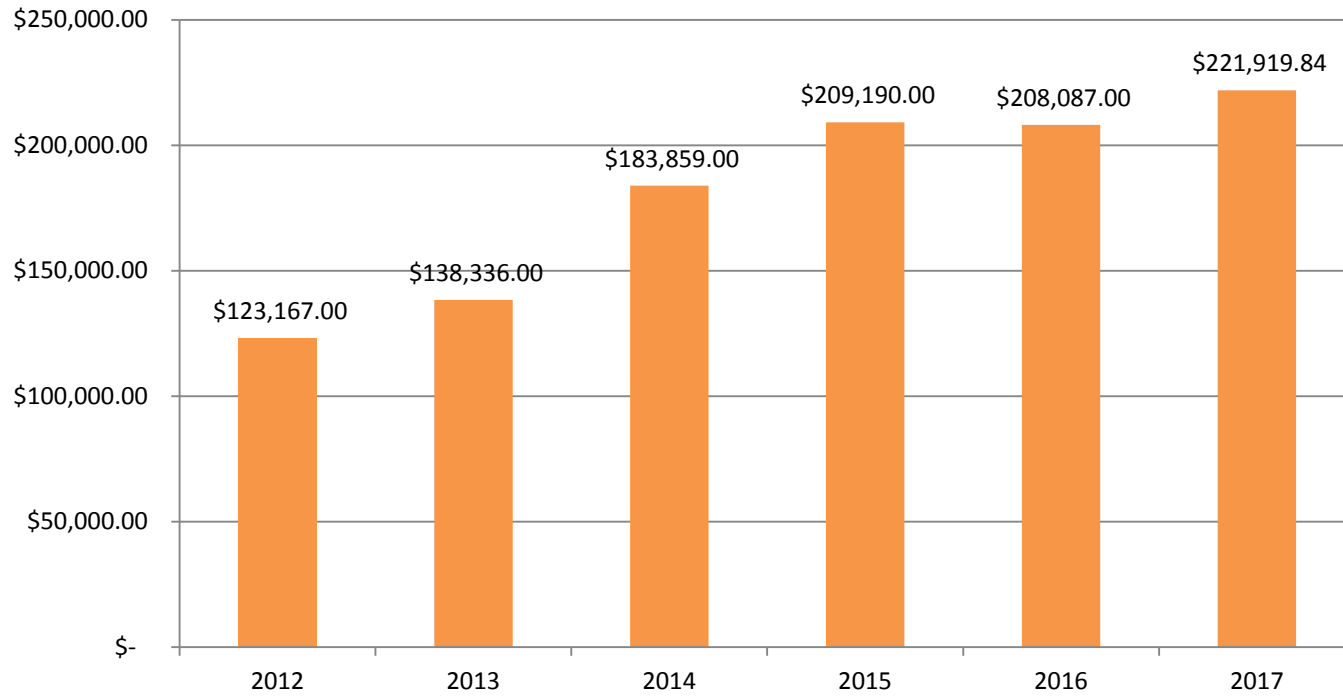
August 2, 2017

[Financials](#) | [4th Quarter Highlights](#) | [Hiring](#) | [Purchasing](#) | [Aramark](#)

Portland Expo Center

	2017		2016		2017 Budget				
Net Gross Receipts	\$	2,185,611	\$	1,997,047	\$	1,966,210			
Cost of Sales	\$	428,498	19.6%	\$	394,318	19.7%	\$	402,145	20.5%
Labor	\$	825,800	37.8%	\$	703,682	35.2%	\$	774,000	39.4%
Margin	\$	393,370	18.0%	\$	304,923	15.3%	\$	294,529	14.75%

West Delta – 2017



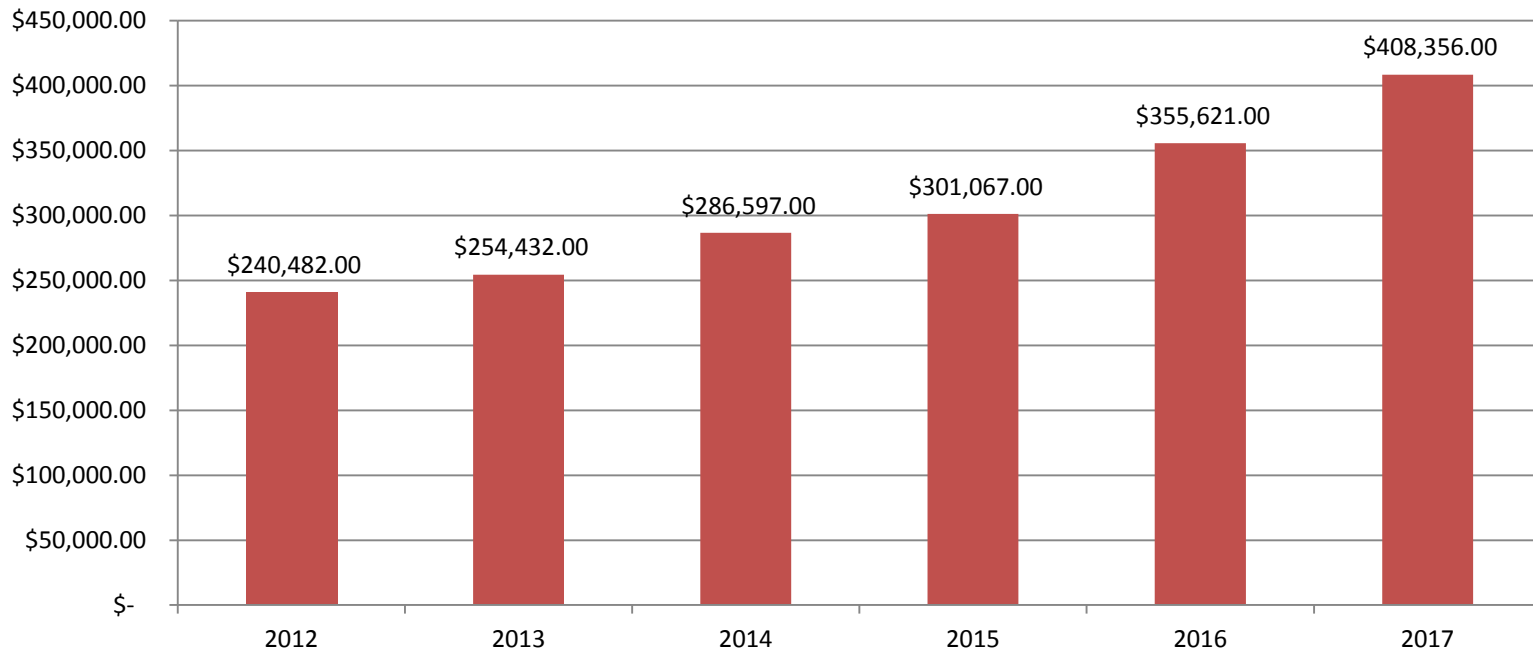
2017 Expo 4th Quarter Highlights

- Top 5 Events
 - Auto Swap Meet \$161K
 - Reebok \$ 83K
 - MECUM \$ 74K
 - PGE \$ 32K
 - Jobber \$ 27K

Portland'5 Centers for the Arts

	2017		2016		2017 Budget				
Net Gross Receipts	\$	3,329,348	\$	3,321,789	\$	3,252,119			
Cost of Sales	\$	575,076	17.3%	\$	606,597	18.3%	\$	651,767	20.0%
Labor	\$	1,170,245	35.1%	\$	1,156,701	34.8%	\$	1,277,276	39.3%
Margin	\$	959,925	28.8%	\$	827,363	25.0%	\$	731,293	22.5%

ArtBar Bistro – 2017



ArtBar
& BISTRO

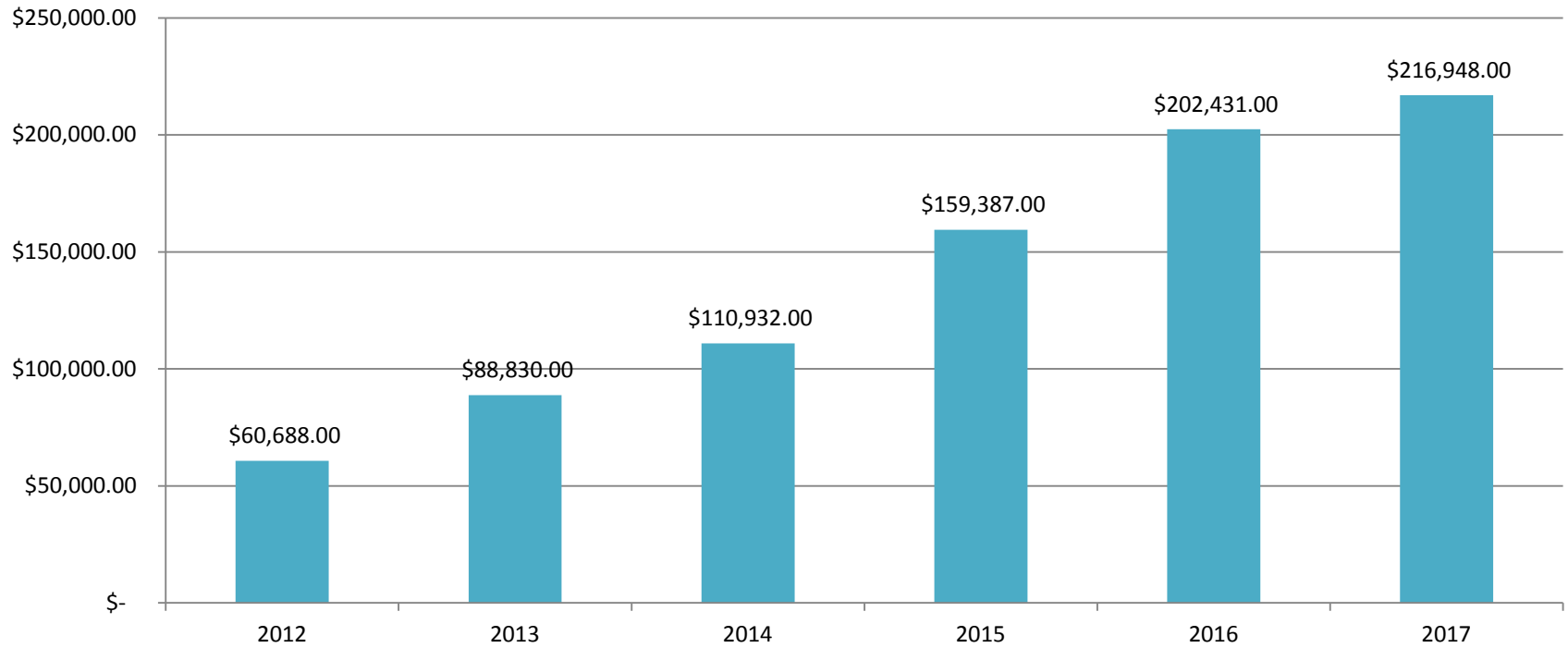
2017 P5 4th Quarter Highlights

- Top 5 Events
 - American in Paris \$76K
 - Cabaret \$74K
 - Jersey Boys \$68K
 - La Boheme \$45K
 - Joe Rogan \$31K

Oregon Convention Center

	2017		2016		2017 Budget				
Net Gross Receipts	\$	13,393,015	\$	14,939,319	\$	11,750,000			
Cost of Sales	\$	2,317,720	17.3%	\$	2,610,005	17.5%	\$	2,227,363	19.0%
Labor	\$	6,193,555	46.2%	\$	6,347,608	42.5%	\$	5,492,642	46.7%
Margin	\$	2,761,420	20.6%	\$	3,290,640	22.0%	\$	1,934,133	16.5%

Stir Bistro – 2017



2017 OCC 4th Quarter Highlights

- Top 5 Events
 - Pycon \$740K
 - APIC \$554K
 - Evolution \$373K
 - Baptist \$173K
 - Dermatology \$173K

Community Employment Partners

FOTA:

Giacometti Partners LTD
 PCC Worksource NE Campus
 Dress for Success
 New City Initiatives
 Human Solutions
 Unite Cerebral Palsy Employment Solutions
 Community Works Project
 Central City Concern
 Albertina Kerr
 Goodwill Industries/Halsey
 Roosevelt High School "I am Academy"

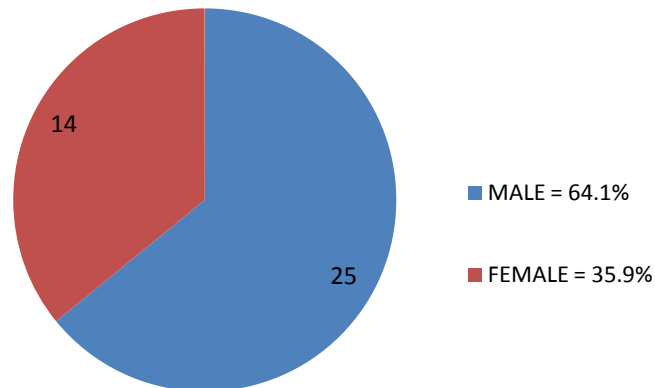
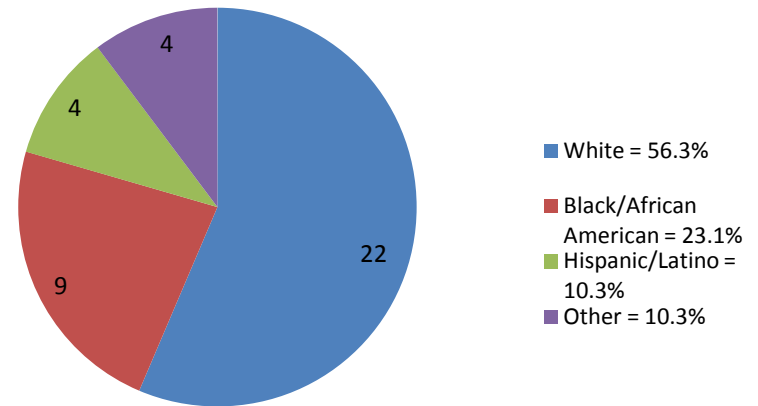
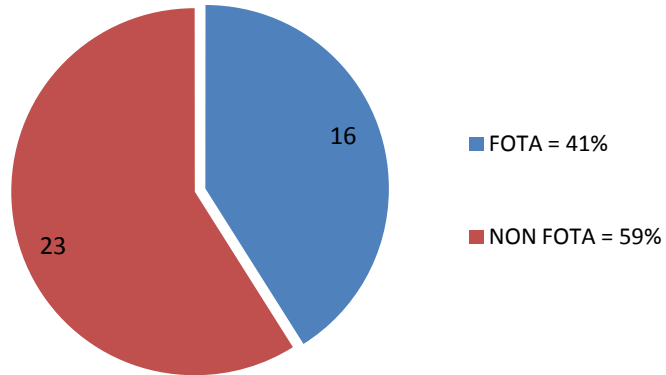
Portland Metro Area:

Transition Projects
 Goodwill Industries
 Catholic Charities
 US Department of Veteran Affairs
 Pivot/JobCorps
 IRCO Immigrant and Refugee Community Organization
 Trellis Inc
 Dirkse
 Community Visions Inc
 Cascadia
 Franklin High School 'I am Academy'
 Exceed Enterprises
 Lifesource Group
 Clackamas County/Community solutions
 Native American Rehabilitation Association of Northwest
 (NARA)
 Northwest Family Services
 New Avenues for Youth
 Worksource Portland Metro
 SE Worksource
 REAP inc

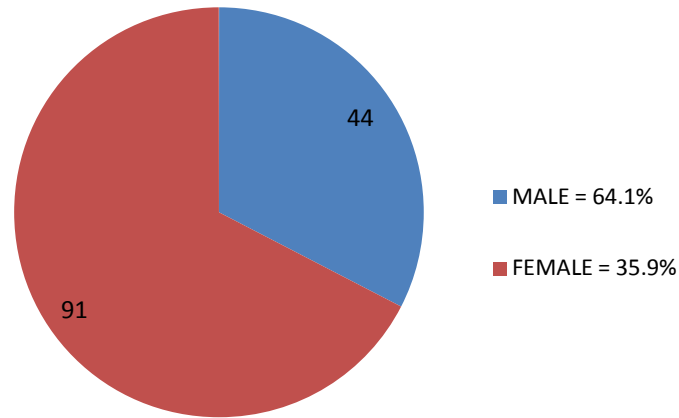
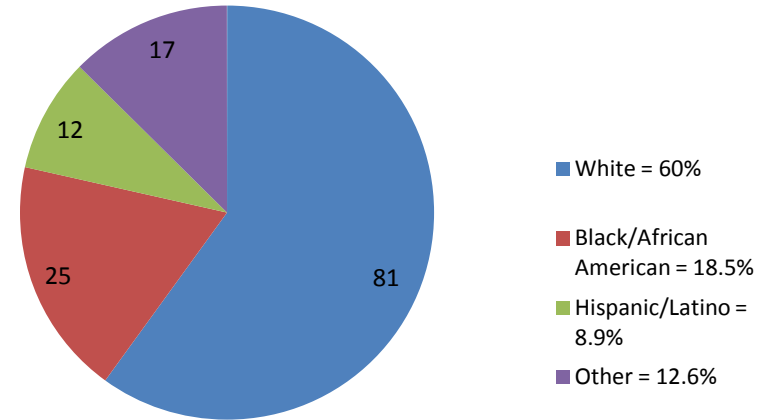
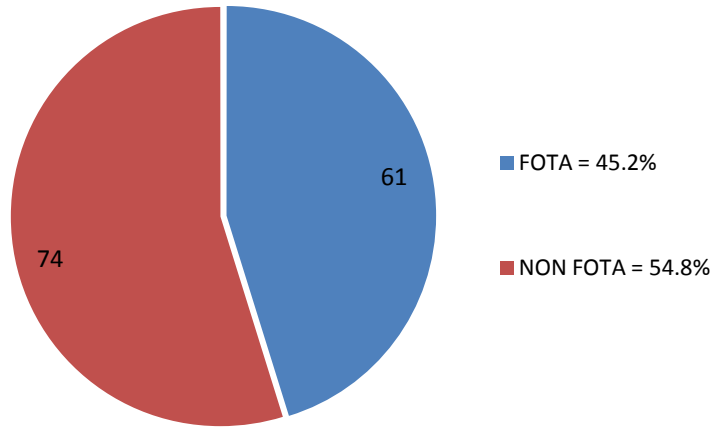
Community Outreach

- 4/4 Urban League Job Fair
- 4/6 Goodwill Industries SE Job Fair
- 4/14 PCC Worksource Employer Marketplace
- 4/20 Mt Hood Community College Job Fair
- 5/17 Warner Pacific College Job Fair
- 6/20 Goodwill Job Connection/PCC SW Job Fair
- 6/21 Goodwill Industries SE Job Fair
- 6/29 Dress for Success Employer Presentation

39 PT Employees Hired – 4th Quarter

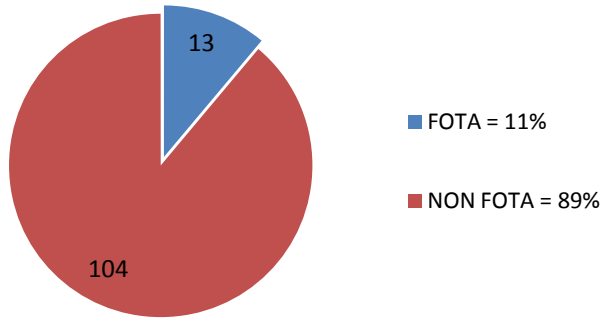


2017 YTD FOTA & Diversity

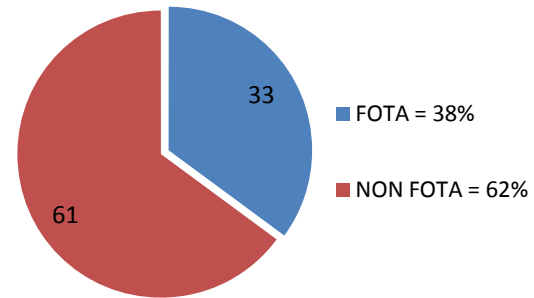


2017 FOTA GOAL

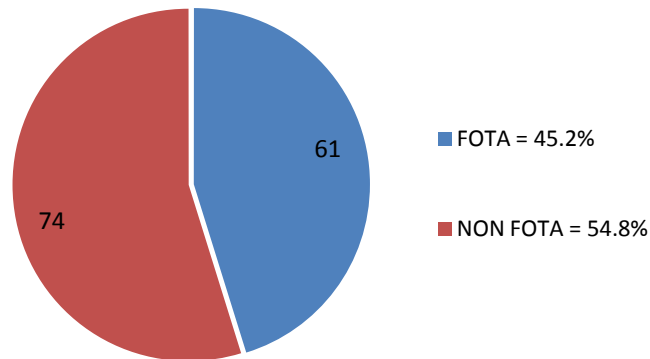
2015



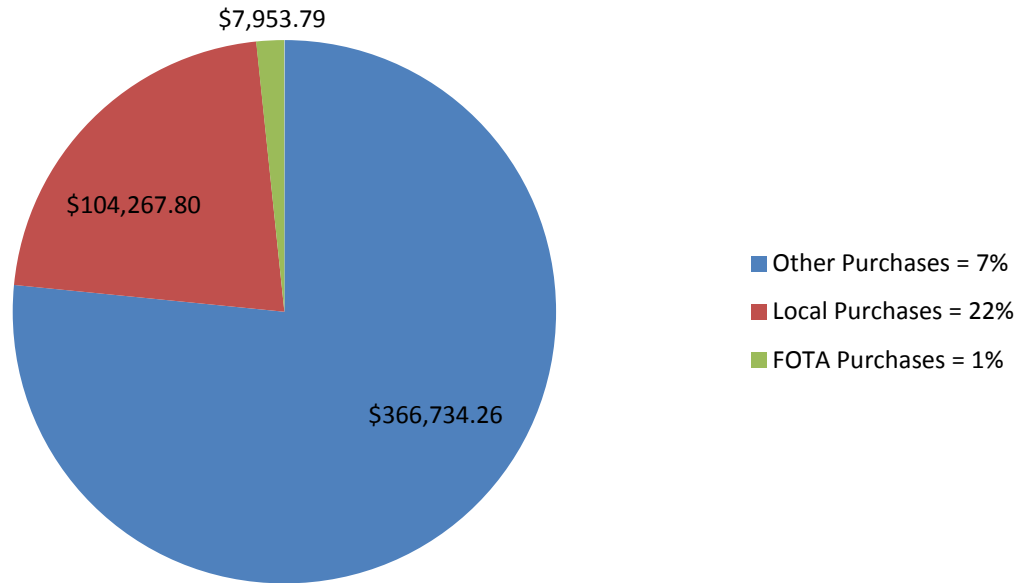
2016



2017

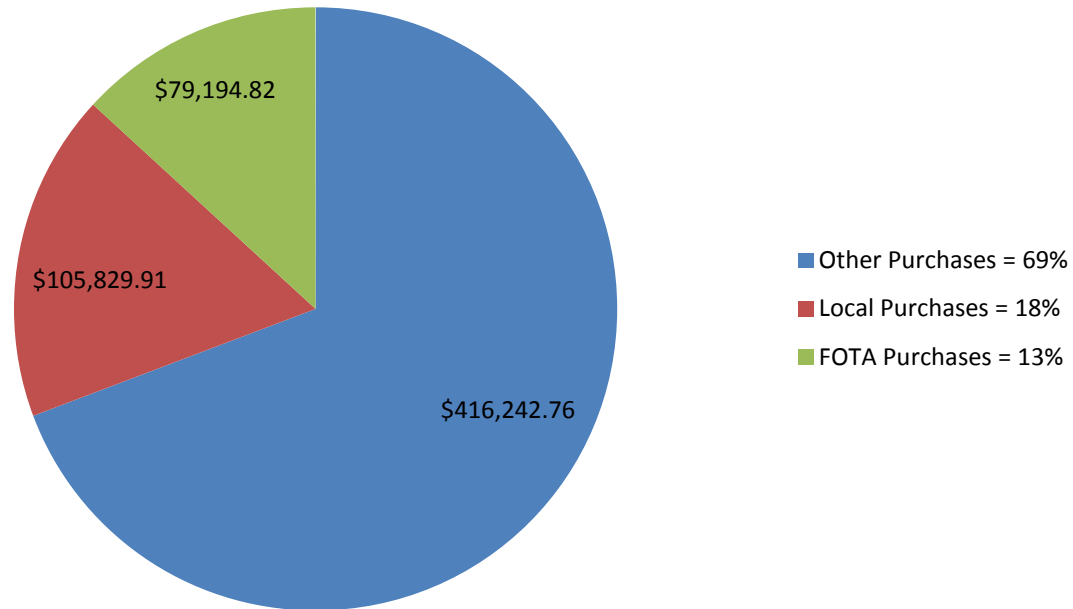


2017 Expo Purchasing



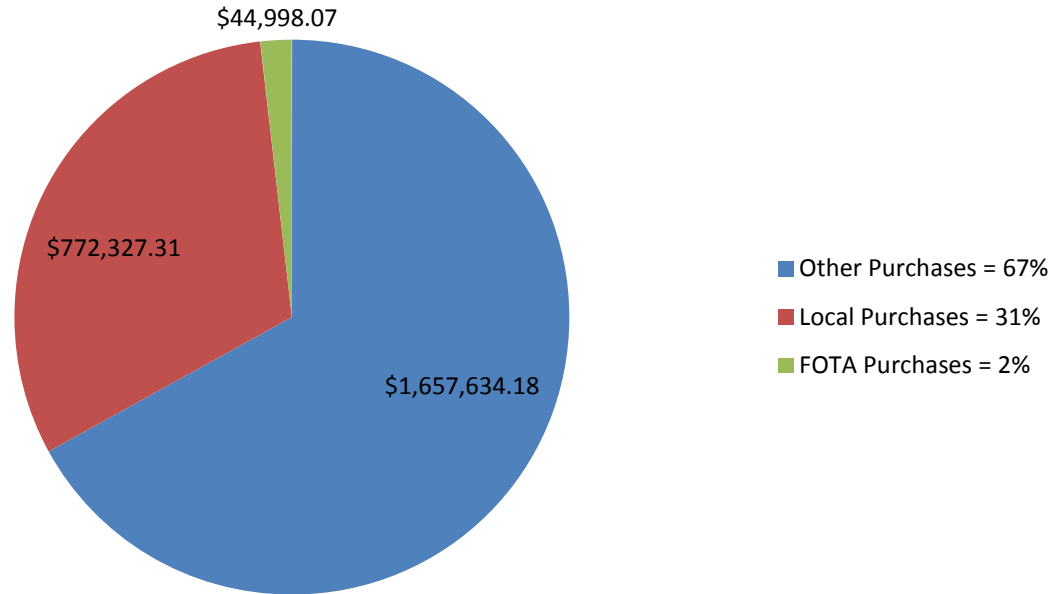
EXPO Total Purchases = \$478,955.85

2017 P5 Purchasing



P5 Total Purchases = \$601,267.49

2017 OCC Purchasing



OCC Total Purchases = \$2,474,959.56

Aramark

Promotions (3rd and 4th Quarter)

- Dave Woodman - P5 General Manager > MERC General Manager
- JanCarlos Caballero - OCC Catering Runner > OCC Culinary Operations Supervisor
- Byron Rivas - Expo Warehouse Runner > OCC Executive Steward

External Hires (3rd and 4th Quarter)

- Peggy Richards - OCC Catering Sales Manager
- Kyle Nachtigall - OCC Catering Services Coordinator

MERC Commission Meeting

August 2, 2017
12:30 pm

8.0 Consent Agenda

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions
July 12, 2017
Oregon Convention Center, F150

Present:	Karis Stoudamire-Phillips, Deidra Krys-Rusoff, Ray Leary, Deanna Palm, Judie Hammerstad, Dañel Malán, Sam Chase (Metro Council Liaison)
Absent:	Damien Hall (excused)
	A regular meeting of the Metropolitan Exposition-Recreation Commission was called to order by Chair Karis Stoudamire-Phillips at 12:40 p.m.
1.0	<p>QUORUM CONFIRMED</p> <p>A quorum of Commissioners was present.</p> <ul style="list-style-type: none"> • Before beginning the agenda, Chair Stoudamire-Phillips welcomed new commissioner, Dañel Malán.
2.0	<p>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</p> <p>None</p>
3.0	<p>COMMISSION AND COUNCIL COMMUNICATIONS</p> <ul style="list-style-type: none"> • Council Liaison Chase reported that funding has been received for the low income fare program for transit riders. • Chair Stoudamire-Phillips noted that the MERC Liaison assignments for FY18 have been designated.
4.0	<p>GM COMMUNICATIONS</p> <ul style="list-style-type: none"> • Hotel Ground breaking celebration has been postponed until all documents are in place and the bond sale can occur. New celebration date is August 4. • Ben Rowe has moved to a temporary two-year position as Strategic Director for the venues. The position was created in response to a request from the Commission to deal with and make progress on issues at the venues such as continuation of the Expo Project and financial sustainability of Portland’5. Rowe, along with Karol Collymore, is beginning work to address the issues. After meetings with the directors, more information will be provided to the commission. • Portland is making a bid to the NAACP for its 2020 convention. Commissioner Leary has agreed to join Travel Portland at the sales mission. • Bids have been received for the Construction Manager General Contractor for the OCC renovation project and are being evaluated. • Cruickshank introduced Craig Stroud, new Executive Director of the Convention Center and invited him to say a few words about his background.
5.0	<p>FINANCIAL REPORT</p> <ul style="list-style-type: none"> • Rachael Lembo, a financial analyst in Metro’s Finance and Regulatory Services Dept., presented the report since Ben Rowe is on vacation. • Commissioner Krys-Rusoff stated that she appreciated the level of detail offered in the capital projects report included in the financial report.
6.0	<p>VENUE BUSINESS REPORTS</p> <p>Robyn Williams of Portland’5, Matthew P. Rotchford of Expo and Matt Pizzuti of the Oregon Convention Center updated the commission on venue business.</p> <ul style="list-style-type: none"> • Matt Pizzuti, interim Executive Director of OCC, offered his thanks for the opportunity to fill in at the position until a new Executive Director was hired. The Commission thanked Pizzuti for his leadership over the last 10 months. • Commissioner Leary thanked Rotchford for his leadership on the Expo Roof project.

<p>7.0</p>	<p>MERC/TRAVEL PORTLAND WORK ON WELCOMING COMMUNITIES</p> <p>Jeff Miller of Travel Portland presented a plan to counteract the negative publicity Portland has received following recent violence and protests. Included in the plan:</p> <ul style="list-style-type: none"> • Portland will bid for the NAACP Annual Conference. • A video will be produced to spread the message that Portland is both safe and inclusive. It is planned to be ready for presentation to MERC at the September meeting. • Increase outreach to multicultural meeting planners. • Increase social media posts with the message that Portland is safe and inclusive. • Continue to feature people of color in digital content and publications. <p>Collymore added that she clearly heard the commission’s request last month and will continue to work with Travel Portland to make certain their message reflects to the world that all communities, both outside and within Portland, can feel welcome and safe here. She added that the video should be vetted with the local community first and that she felt it was important to find a way to bridge the gap between now and the video debut.</p> <ul style="list-style-type: none"> • Commissioner Malán inquired whether there was a long term plan to increase participation of people of color as writers increasing their participation percentages. Miller responded that Travel Portland is working with Su Público to pull in those writers as well as increasing work with SagaCity to find other such contributors adding that he would gladly accept any suggested names of local professionals, whether writers or consultants, to increase those numbers. • Commissioner Kryz-Rusoff asked that focus on this not be lost as we move past the incidents that sparked the angst originally and added that it may be necessary to double-down on the message in order to make sure all feel welcome. • Council Liaison Chase noted that the message should include that Portland is not only a place committed to diversity, equity and inclusion but that people give their lives for it and added that the fact that equity work continues to go on in many different ways in the Portland area should be part of the story. • Commissioner Leary stated that it is important to be realistic about the messaging – it will take more than just one effort. He stressed that it is necessary to spread the message to multicultural groups that Portland not only wants you, but needs you and that the message must be a unified one.
<p>8.0</p>	<p>CONSENT AGENDA</p> <ul style="list-style-type: none"> • Record of MERC Actions, June 7, 2017 • Record of MERC Actions, Special Meeting, June 26, 2017 • Ethics approval for Commissioner Leary to attend Travel Portland sales mission to Baltimore, MD on July 24-26, 2017 • Ethics approval for CAB event Oct. 4-6, 2017 • Ethics approval for FAM event Nov. 30 - Dec. 3, 2017 <p>A motion was made by Commissioner Hammerstad and seconded by Commissioner Kryz-Rusoff to approve the Consent Agenda.</p> <p>VOTING: AYE: 6 (Hammerstad, Kryz-Rusoff, Leary, Malán, Palm, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
<p>9.0 9.1</p>	<p>ACTION AGENDA</p> <p>Resolution 17-24: For the purpose of authorizing the General Manager of Visitor Venues to execute a contract with Inici Group. Inc. for owner’s representative/project management services for the Oregon Convention Center plaza, entries and interior renovations project.</p>

	<p>Brent Shelby of Metro’s Construction Project Management Office presented the resolution.</p> <p>A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Leary to approve Resolution 17-24.</p> <p>VOTING: AYE: 6 (Hammerstad, Krys-Rusoff, Leary, Malán, Palm, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 1:50 p.m.</p>

MERC Commission Meeting

August 2, 2017
12:30 pm

9.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION
Resolution No. 17-25

For the purpose of approving the contract with Portland Mechanical Contractors, Inc., for “On-Call Plumbing Maintenance and Repair” at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract.

WHEREAS, OCC is over 25 years old and continues to host over 400 meetings, events and conventions each year; and

WHEREAS, OCC relies on a properly functioning plumbing system to meet all staff and client needs; and

WHEREAS, OCC has no licensed plumbers on staff; and

WHEREAS, as the building continues to age, staff need to plan preventative maintenance, as well as set a foundation to address unexpected occurrences; and

WHEREAS, OCC’s 2017-2018 approved budget includes funding for ongoing maintenance of the referenced systems; and

WHEREAS, staff issued an invitation to bid in accordance with Metro’s Procurement Administrative Rules and Oregon law and received two bids;

WHEREAS, staff selected Portland Mechanical Contractors, Inc., as the lowest, responsive bidder and recommend approval of a contract with this contractor in an amount not to exceed \$250,000 for a term of five years.

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

1. Approves the contract of in an amount not to exceed \$250,000 to Portland Mechanical Contractors, Inc., for “On-Call Plumbing Maintenance and Repair” at OCC in a form substantially similar to the attached Exhibit A.
2. Delegates authority to the General Manager of Visitor Venues to execute the contract.

Passed by the Commission on August 2, 2017.

Chair

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

Secretary/Treasurer

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

Standard Public Contract



METRO CONTRACT NO. 208006

For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Portland Mechanical Contractors, Inc.**, whose address is **2000 SE Hanna Harvester Drive, Milwaukie, OR 97222**, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing **August 15, 2017** through and including **August 14, 2022**.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall pay the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work, in the maximum amount of **Two Hundred Fifty Thousand AND 00/100th DOLLARS (\$250,000.00)** (the "Maximum Price"). METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. The Maximum Price includes all fees, costs and expenses of whatever nature. Each of METRO's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the METRO contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month.

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

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, 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 METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not

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be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. 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;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to Metro 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide Metro with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to Metro. CONTRACTOR shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. Certificate of Insurance shall identify the Metro 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.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C 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. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. METRO shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the

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public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

Metro 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 Metro, 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 IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest 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 METRO, 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 METRO.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of METRO, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon METRO request, CONTRACTOR shall promptly provide METRO with an electronic version of all Work Products that have been produced or recorded in electronic media. METRO and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

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.

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- 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 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO 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. In addition for public improvement work, if a CONTRACTOR is required to file certified

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statements under ORS 279C.845, METRO shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with METRO.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed 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.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, 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 by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV 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 XVI: 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 XVII INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services

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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 Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro 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 or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVIII 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 XIX ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

ARTICLE XX 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 METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO of this right to do so.

ARTICLE XXI COUNTERPARTS

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

ARTICLE XXII 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: Nick Odle
Portland Mechanical Contractors, Inc
2000 SE Hanna Harvester Drive
Milwaukie, OR 97222
503-656-6367 fax

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

With Copy to: Josh Lipscomb
777 NE Martin Luther King Jr. Blvd
Portland, OR 97232
503-731-7806 Fax

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Metro

600 NE Grand Ave.
Portland, OR 97232-2736

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CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

1. Purpose and Goal of Work

Contractor shall provide on-call plumbing maintenance and repair services such as but not limited to; drain and pipe cleaning services, pipe camera services, and plumbing maintenance services. Services shall be provided to the Oregon Convention Center. Services will be provided on an emergency and scheduled basis.

2. Description of the Scope of Work

Contractor shall provide commercial roofing, plumbing, and repair services listed below. Services ("Services") are to be provided on an emergency and scheduled basis as described below. Contractor shall supply all labor, materials, equipment, permits, supervision, tools, transportation and all other items necessary to complete the services. Contractor shall protect the interior and exterior of buildings, their contents, and the people therein during the course of providing services. Contractor shall perform work activities in such a manner that they do not interfere with the normal activities of the building or its occupants. Contractor shall clean the work site after each visit and upon completion of providing service, and remove all debris from the premises. Contractor shall employ only the best commercial practices and first quality materials and workmanship when performing the services. All services performed on a system shall be provided only by a Contractor technician who is licensed, skilled and trained to provide the services.

Types of Service, Authorization of Work and Manner of Work

The work hours for each project will be estimated in advance and placed on a work order for that project. Work will be specified in the written work order, including what portions of the work will be assigned to subcontractors. Materials needed for the project will either be purchased by Metro or by the Contractor, as agreed upon for each project. If any project requires building permit(s), the decision whether Metro or the Contractor shall obtain such permit(s) shall be agreed to in advance and stated on the work order. The Contractor will invoice Metro, and reference the original work order number on the invoice.

Contractor shall provide a full one (1) year warranty on all labor and materials for new work provided under the resulting contract. Materials and equipment provided by Metro directly will be warranted for labor only. Contractor shall provide a 90 day labor warranty on all repair work. Plumbing permits will be reimbursed for their actual fee amount plus two (2) hours of Journeyman labor rates for regular time. Hourly rates shall be fully loaded and include all incidental costs, including mileage, equipment, etc. The cost of parts and supplies shall be reimbursed by Metro at cost plus a small markup.

Emergency Services

Contractor shall provide continuous, emergency response service ("Emergency Service") on a 24 hours/day, 365 days/year basis to repair all reported plumbing system ("System") failures at the Metro facilities. Given the critical nature of the Systems, the Contractor shall:

- Respond within one (1) hour to a call for an emergency service and be on site within two (2) hours, and
- Begin services immediately upon arriving on site and continuously and aggressively pursue a solution to the failure until the System is operating properly to the satisfaction of the Contract Administrator.
- Complete services within twenty-four (24) hours, unless required unless parts and supplies availability will cause a delay.

The Contractor shall maintain at all times a 24-hour answering service to dispatch the Certified Technicians to repair all reported System failures with respect to a failure associated or related to this scope of the work.

Scheduled Work

From time-to-time during the term of the resulting Contract, Metro shall have the right to request, and the Contractor shall provide additional services to the Systems ("Scheduled Work") which are associated or related to

the scope of the work to be performed by the Contractor under the resulting Contract. Any Scheduled Work will be scheduled in advance with not less than five days prior notice to Contractor and shall be performed during regular work hours. Contractor shall:

- Provide weekday service availability (Mon-Fri) during regular hours of 8 am to 5 pm.
- Guarantee scheduled arrival, no later than five days after initial call unless parts and supplies availability will cause a delay.

Services requested include, but are not limited to:

Commercial Services

- Drain Clearing (ex., floor drain, sink drain, bathroom/shower drain, toilet/urinal, beverage/cooler)
- Hydro-Jetting (ex., main sewer line / hydro-jetter on water main lines up to 10")
- Rooting (ex., sewer line / continuous rod machine)
- Video Camera Inspection (ex., video camera drain, lateral lines)
- Gas Pipe Install/Repair (ex., gas piping to equipment, up to 3")
- Water/Sewer Pipe and Fixture Installation/Repair (ex., plumbing fixture repair and installation for items such as toilets, urinals, bathroom, kitchen and bar sinks, showers and washing machine supply and drains, pipe repair for waste & water up to 10", commercial dishwashers, icemakers)
- Electronic Leak Detection
- Plumbing associated with Heating Hot Water, Chilled Water, Condenser Water Loops
- Subcontracted services required due to plumbing services (Pipe insulation, Concrete Cutting, etc)
Subcontractor mark up limited to 25%

Attachment A – Scope of Work



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Schedule A: Commercial Plumbing Services		
Item No.	Description of Item	Unit Price (figures)
Journeyman Plumber		
1	Regular Time (Mon – Fri 8 am – 5 pm)	\$99.00 /hr
2	Overtime (Mon – Fri before 8 am, after 5 pm, weekends, holidays)	\$165.00 /hr
3	Emergency (Response time within two hours)	\$137.00 /hr
Apprentice Plumber		
4	Regular Time (Mon – Fri 8 am – 5 pm)	\$39.44 /hr
5	Overtime (Mon – Fri before 8 am, after 5 pm, weekends, holidays)	\$59.14 /hr
6	Emergency (Response time within two hours)	\$39.44 /hr
Material and Parts Markup		
7	Limited to 25%	25%

3. Deliverables/Outcomes

On-call , scheduled and Emergency Services for plumbing maintenance, repair and rooting needs at the Oregon Convention Center.

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving the contract for Portland Mechanical Contractors, Inc., for the “On-Call Plumbing Maintenance and Repair” at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No: 17-25

Date: August 2, 2017

Presented by: Matt Pizzuti, Deputy Director

BACKGROUND & ANALYSIS: The Oregon Convention Center (OCC) is over 25 years old and continues to host over 400 events, conventions and meetings each year. A crucial component of the OCC’s overall success is a complete, properly functioning plumbing system. The OCC does not have licensed plumbers on staff, leaving any complex issues for contractors to address. As the building continues to age, staff need to plan preventative maintenance, as well as set a foundation to address unexpected occurrences. An on-call contract puts a mechanism in place to allow the OCC to proactively address issues above staff’s abilities while building a relationship with a contractor for emergency actions as well.

MERC staff issued the invitation to bid in accordance with MERC’s purchasing and contracting rules, in compliance with Metro policy and all statutory requirements. The invitation to bid was published in the Daily Journal of Commerce, the Portland Observer, ORPIN and on the Metro website. The OCC received two responses, and Portland Mechanical Contractors, Inc., (PMC) was deemed the lowest, most responsive bidder. Additionally, PMC has worked under previous contracts in the OCC facility, addressing unforeseen issues with piping, heating and water heaters. They have proven to provide a high quality of work and started a base of ongoing knowledge, specific to the facility. Services the contract will cover includes such items as drain clearing, hydro-jetting, rooting, gas pipe installs and repairs, electronic leak detection, water and sewer pipe and fixture installation and general plumbing associated with heating hot water, chilled water and condenser water loops.

FISCAL IMPACT: The OCC’s 2017-2018 approved budget includes funding for maintenance and repair of items within the facility. OCC anticipates that any expense stemming from this contract will be funded through the operations budget.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition and Recreation Commission, by Resolution 17-25, approve the contract with Portland Mechanical Contractors, Inc., for an amount not to exceed two-hundred fifty thousand & 00/100 dollars (\$250,000.00) for “On-Call Plumbing Maintenance and Repair” and authorize the General Manager of Visitor Venues to execute the contract.

METROPOLITAN EXPOSITION RECREATION COMMISSION
Resolution No. 17-26

For the Purpose of Adopting New Resident Company and other User Fee rates effective September 1, 2017.

WHEREAS, the Metropolitan Exposition Recreation Commission (MERC) approves the User Fee rates for the Portland 5 Centers for the Arts (Portland’5); and

WHEREAS, the User Fees for Resident Companies has remained at \$2.00 since 2013; and

WHEREAS, Portland’5 has experienced rising personnel and operating costs such that the gap between revenues and expenses continues to grow; and

WHEREAS, Portland’5 recommends that MERC raise certain User Fee rates for Resident Companies;

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission approves the following effective September 1, 2017:

1. New Resident Company User Fee Rates will be:
 - a. FY 17-18 \$2.00 (no change);
 - b. FY 18-19 \$2.50;
 - c. FY19-20 \$2.50;
 - d. FY 20-21 \$3.00;
 - e. The User Fee for Oregon’s Children’s Theater and Portland Youth Philharmonic shall increase to \$1.00 in FY 18-19 and remain at this amount.
2. The User Fee for all School shows shall remain at 4% of ticket price for Resident Companies.
3. Arts for All tickets will have no User Fee.
4. Deeply discounted lottery tickets and rush tickets will have no User Fee with the approval of the Executive Director of Portland’5.
5. Commercial and non-profit User Fees will remain at 6% of the ticket price with a \$2.25 minimum per paid ticket.

Passed by the Commission on August 2, 2017.

Chair

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

Secretary/Treasurer

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

MERC Staff Report

Agenda Item/Issue: For the Purpose of Adopting New Resident Company User Fee rates effective September 1, 2017

Resolution No.: 17-26

Presented By: Robyn Williams

Date: August 2nd, 2017

Background and Analysis:

History:

In 1995, the Commission established criteria that would allow 9 performing arts organizations resident company status at Portland's (P5) facilities. These organizations would have priority booking capabilities as well as a rent and rate structure providing deeply discounted rates and fees. (Today, only 5 remain as resident companies of P5.) It was stated that the intent of the four (now 5) halls of P5 were to serve as the primary performance spaces for a group of local performing arts organizations who produce and develop their art form locally and contribute to the following objectives:

1. Provide Portland's with regular, predictable programs of events with an array of performance arts-music, dance, theater.
2. Enhance the financial stability of these resident companies.
3. Provide financial support that would allow the resident companies to continue to offer low or no cost events.
4. Maintain educational efforts and children's performances

Resident companies must be a 501(C)3, have a subscription season at P5, and book a minimum of 3 events and 20 performances. (Presentation of events other than the company's regular art form or one that involves a non-local production are not eligible for resident company rates/fees.)

A user fee of \$0.50 was established for resident companies in 1997 and was intended as a fee for wear and tear on the venue and to be paid by the ticket holder. It remained at that level until 2003.

At that time the Commission determined that due to Portland's frequently increasing financial challenges and due to the deeply discounted rates the resident companies' paid, long-term financial stability was best achieved in an equitable manner and with the least impact on its arts tenants by increasing the user fee paid by ticket holders. The user fee was increased to \$1.00 through 2004, then to \$1.50 through 2009.

In 2009, due to the economic challenges the resident companies were facing as a result of the economic downturn, the companies sought assistance from P5. The Commission dropped the user fee in FY10 to its 1997 original rate of \$0.50. This rate then increased yearly by \$0.50 until it hit \$2.00 in FY13 and has remained there since.

Current situation:

Portland's has experienced rising personnel and operating costs over the years to the extent it is predicted that a widening gap between revenues and expenses will continue to grow. Its ability to fund operations, maintenance and its capital needs will continue to worsen unless steps to recuperate costs is undertaken. In order to continue the heavily subsidized use of the theaters by its resident companies, P5 must consider options to insure these public assets are protected and well maintained.

Recommended Changes:

Portland's recommends the following user fee schedule for resident companies:

FY18	\$2.00 (no change to the FY13 rate)
FY19	\$2.50
FY20	\$2.50
FY21	\$3.00

The user fee for Oregon Children's Theater and Portland Youth Philharmonic has remained at \$0.50 for public shows since 1997. Portland's recommends this fee be increased to \$1.00 in FY18 and hold.

School shows will remain at 4% of the ticket price for resident companies.

Arts for All tickets will have no user fee. Arts for All is a program through the Regional Arts and Culture Council. Participating arts organizations offer \$5 tickets for anyone who gets food stamps through the Supplemental Nutrition Assistance Program (SNAP) and has the Oregon Trail Card.

Deeply discounted lottery tickets and rush tickets for shows will have no user fee but must have the approval of the Portland's Executive Director.

Commercial and non-profit user fees remain unchanged at 6% of the ticket price with a minimum of \$2.25 per paid ticket.

Fiscal Impact: The increase over the next 4 years will generate approximately \$227,000 depending on attendance.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution 17-26, For the Purpose of Adopting New Resident Company User Fee rates effective September 1, 2017.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 17-27

For the purpose of ratifying the collective bargaining agreement between Metro and the American Federation of State, County, and Municipal Employees Local 3580

WHEREAS, AFSCME Local 3580-1 represented certain employees at the Oregon Convention Center (OCC) and Portland Expo Center (Expo); and

WHEREAS, the Metropolitan Exposition Recreation Commission’s (MERC) has previously approved the collective bargaining agreements between MERC and Local 3580-1; and

WHEREAS, AFSCME Local 3580-1 has merged with AFSCME Local 3580, one of the two unions that represent Metro employees; and

WHEREAS, Metro’s bargaining team negotiated in good faith with AFSCME Local 3580 on behalf of MERC and such negotiations included terms and conditions for OCC and Expo employees ; and

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

WHEREAS, Metro staff believe 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 as it relates to Oregon Convention Center and Portland Expo employees.
- 2) Authorizes and directs the General Manager of Visitor Venues or his designees to execute the collective bargaining agreement upon approval of the Metro Council and ratification by union membership.

Adopted by the Commission on August 2, 2017.

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

Chair

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**Collective Bargaining
Agreement**

Metro and the
American Federation
of State, County and
Municipal Employees
Local 3580

July 1, 2017 – June 30, 2020



Draft

Article 1: Preamble

This Agreement is between Metro, (Employer) and the American Federation of State, County and Municipal Employees Local 3580, AFL-CIO, (Union).

The purpose of this Agreement is to establish the complete Agreement between Metro and the Union on rates of pay, hours of work, fringe benefits and conditions of employment, and to promote efficiency in employee work performance.

This agreement also provides an equitable and peaceful process procedure to resolve disputes in interpreting and applying the terms herein consistent with Metro and the Union's mutual goal of-providing ever-improved public services.

This Agreement shall apply equally to all employees in the bargaining unit without regard to race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability or any other status protected by law, or union activity.

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

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Article 2: Recognition

Section 2.1 Metro recognizes the Union as the exclusive bargaining representative of all regular and limited duration status employees of Metro, and temporary employees of Metro, including:

- Temporary employees that are Program Assistant[s] 1 at the Zoo, Hazardous Waste Technicians, Safety/Security Officers and Scalehouse Technicians, that work more than an average of four hours per week per calendar quarter;
- All full-time or part-time utility personnel at the Oregon Convention Center, Operations Department;
- All regular Utility Maintenance Specialist and Lead Utility Workers at the Portland Expo Center,

But excluding:

- Other temporary employees, supervisors, confidential employees as defined under ORS 243.650(6) and (23),
- Employees represented by other unions,
- Employees assigned to the Office of the Chief Operating Officer and Council Office,
- and employees in security, office, audio visual, clerical and professional employees at the Oregon Convention Center,
- And all other employees at the Expo Center and the Oregon Convention Center.

For the purposes of this contract a regular or limited duration status employee is defined as follows:

Regular Status Employee: An employee who is in a budgeted FTE position which is not designated limited duration and has passed the initial probationary period in effect at the time of his/her appointment or hire, and has been employed by Metro in such status continuously since passing the probationary period.

Limited Duration Status Employee: An employee who is in a budgeted FTE position and has passed the initial probationary period; and is serving in a limited duration position for a duration not less than three months. Employees hired into a limited duration position serve a probationary period and are governed under the same terms of the contract as regular status employees unless otherwise specified in this agreement.

Section 2.2 Temporary employees are not included in the bargaining unit except as stated in Section 2.1. Temporary employees shall be defined as those employees working less than one thousand forty (1040) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees represented by the union as stated in section 2.1 shall be limited to working less than one thousand forty (1,040) hours per fiscal year. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees, or in a manner that circumvents the appropriate establishment of regular or limited duration status positions but may be used during bona fide recruitment of regular or limited duration status employees, leaves, or short-term non-recurring work operations. Metro agrees to provide the Union a monthly listing of temporary employees and hours worked from hire date.

Article 3: Management Rights

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

- (1) Determining the employer's mission, policies, and all standards of service offered to the public and other local governments;
- (2) Planning, directing, controlling and determining the operations or services to be conducted by employees;
- (3) Determining the methods, means, number of personnel needed to carry out any department's mission;
- (4) Directing the work force and issuing or changing work orders and rules.
- (5) Hiring and assigning or transferring employees within or between departments;
- (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, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement; and
- (9) Introducing new or improved methods, equipment or facilities.
- (10) Completing performance evaluations of employees as required.
- (11) Classifying, reclassifying or merging positions as required.

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

Article 4: Union Security

Section 4.1 Membership

- a.) All employees covered by this Agreement shall within (30) days of employment either become and remain a member of the Union or tender to the Union their fair share of the cost of negotiating and administering the labor agreement. If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employees from being a member of or contributing to a labor organization, such employee shall pay an amount equivalent to regular Union dues, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done on an annual basis.
- b.) Except for reasons stated in section a, employees who are current members of the Union at the time of signing this agreement or who sign a Union membership card subsequent to the signing of this agreement shall remain members of the union for the duration of the contract term as long as they are current employees of the employer.

Section 4.2 Fairshare

The employer agrees to deduct the fairshare amount in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (18) with the understanding that the fairshare amount for non-union employees shall be equivalent to the dues of the Union membership in the American Federation of State, County and Municipal Employees Local 3580, AFL-CIO.

Section 4.3 Effective Date

The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

Section 4.4 Dues Checkoff

Upon receipt of a signed authorization from the employee, the employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union and the amount of fairshare determined by application of Article 4.2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Council 75 offices on behalf of all employees involved. The performance of this service is at no cost to the Union. Metro will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 4.5 Indemnification

The Union agrees that it will indemnify, defend and hold the employer harmless from all suits, actions, proceedings, and claims against the employer, or person acting on behalf of the employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the employer's implementation of Sections 4.1 – 4.4 of this Article. In the event any decision is rendered by a court of competent jurisdiction or by enacted law that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

Section 4.6 Bulletin Boards

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting. Each bulletin board will have a sign designating a specific AFSCME posting area.

Metro Regional Center:

Employee Lounge/Lunchroom, Planning and Development Department, Communications Department, Property and Environmental Services Department, Finance and Regulatory Department, Parks and Nature Department.

South and Central Scalehouses

South and Central Hazardous Waste Facilities

Metro Paint

St. Johns Landfill

Zoo (Two separate bulletin boards)

Oregon Convention Center

Portland Expo Center

Section 4.7 Union Representatives

The Union shall appoint and certify the names of shop stewards to Metro.

Shop stewards shall be allowed to investigate and process grievances during working hours. In the event such activities would interfere with either the steward's or employee's work the employer agrees to arrange a mutually agreeable time within seventy-two (72) hours. The steward must notify his/her supervisor prior to engaging in Union activity.

Union Representatives Site Visits at the Oregon Convention Center and Portland Expo Center:

Union representatives shall be subject to normal building security requirements unless special arrangements are made in advance. Such visits shall not interfere with employees' duties or interfere with building activities or events in progress.

Section 4.8 Email Communication

Employees elected/appointed to official positions, stewards and/or other representatives may use Metro's email system to conduct Union business for the purposes of:

1. Notifying AFSCME represented employees of meetings and scheduling meetings (date, time, place and agenda); and
2. Scheduling meetings among Union officers, stewards other representatives and/or members (date, time, place, and agenda).

The employer shall provide one Metro email account for the sole purpose of the Union President, Vice President, Secretary or designee to create and manage such calendar appointments.

Section 4.9 Notification

Via once a month report(s) the employer will:

- a. Notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, home mailing address, position for which they were hired, home phone number and date of birth.
- b. Provide the Union notice of any changes to name, home mailing address or position of current employees.
- c. Provide the Union notice of those individuals whom have retired during the previous month. This report will include the retiree's last known home address and effective date of retirement.

- d. Provide the Union notice of non-retiree terminations of employment effective date by: resignations, layoffs, or termination

Section 4.10 New Employee Union Orientation

With prior supervisor approval regarding when the employees can take time from work duties, a designated union representative shall receive 30 minutes on paid time to conduct a new member orientation, provided the time does not unreasonably detract from their work performance. The purpose of this orientation shall be to inform the member about the collective bargaining agreement and to discuss their options for membership status as outlined in section 4.1 of this article.

Section 4.11 Negotiations

For successor contract negotiations, management will pay a combined total of up to 360 hours of bargaining time in regular wages, on a scheduled work days, for those current AFSCME 3580 non-exempt employees who serve on the Union bargaining team. No overtime, shift differential, travel time, per diem, or any other premium pay shall apply to time spent bargaining.

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Article 5: No Strike or Lockout

Section 5.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement neither Metro nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 5.2 If any work stoppage, slowdown, picketing (excluding informational picketing), or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing (excluding informational picketing), or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 5.1 above to return to work.

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Article 6: Hours and Shifts

Section 6.1 Workweek

Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the week before the week in which the change becomes effective, and such change will be effective for not less than one (1) week. Provided, however, that this Section shall not govern the payment of overtime, which shall be strictly governed by Article 7. For accounting purposes the work week will begin at 12:01 a.m. on Sunday and end at 12:00 a.m. (midnight) the following Saturday.

Workweek at Oregon Convention Center

For accounting purposes the workweek at the Oregon Convention Center will begin at 12:01 a.m. on Thursday and end at 12:00 a.m. (midnight) the following Wednesday. Hours of work for part-time Event Custodians shall be determined by event requirements.

Workweek at Portland Expo Center

In order to accommodate event needs the typical work schedule for Utility Maintenance Specialists at Portland Expo Center shall be seven (7) consecutive days on with two (2) days off, followed by three (3) consecutive days on with two (2) days off, rotating every other weekend off. The typical schedule during non-event periods will be five (5) consecutive days on with two (2) days off.

Section 6.2 Work Schedules at Oregon Convention Center and Portland Expo Center

Work schedules shall be posted at least two (2) weeks in advance of the effective date of the schedule. An employee's work schedule may be changed to meet building or events needs with no less than twenty-four (24) hours prior notice. While business needs are unpredictable, management shall endeavor to provide at least forty-eight (48) hours advance notice of a schedule change. Work hours assigned to employees shall not constitute a guarantee of hours or work per day or per week.

Section 6.3 Rest Periods

Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (1/2) shift whenever feasible.

Section 6.4 Exceptions to Workweek Definition

Notwithstanding the workweek set forth in 6.1 and 6.2 above, the Union may request and Metro may initiate an alternate workweek schedule, upon mutual agreement of the Union and Metro.

Section 6.5 Shifts Definition

Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes is any shift which begins between 6:00 a.m. and 9:59 a.m. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.

Section 6.6 Schedule Trade

When employees agree to trade shifts in a workweek, and it is approved by the Employer in advance, such change will not result in any overtime liability to the Employer and the employee shall waive the right to two consecutive days off.

Section 6.7 Change of Shift

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

Section 6.8 Report Pay

Employees who report to work when their shift has been cancelled and were not notified of their shift cancellation shall be paid a minimum of four (4) hours. Where the scheduled shift is less than four (4) hours in duration the employee shall be paid the hours scheduled.

Section 6.9 Overtime in Cases of Shift Transfers

Employees transferred from one shift to another, unless relieved from work at least a full eight (8) hours before starting their new shift, shall be paid the overtime rates for the first such new shift worked.

Section 6.10 Swing Shift

The second or swing shift for pay purposes shall be defined as any shift which begins after 9:59 a.m. and ends after 6:00 p.m. Employees scheduled on the shift shall receive a shift premium of \$1.60 in addition to the regular hourly rate (as set forth in Exhibit A).

For Oregon Convention Center and Portland Expo Center Employees: The swing shift for pay purposes shall be defined as any shift that begins between the hours of 2:00 pm and 9:59 pm. Employees scheduled on the shift shall receive a shift premium of \$1.60 addition to the regular hourly rate (as set forth in Exhibit B).

Section 6.11 Graveyard Shift

The third or graveyard shift for pay purposes shall be defined as any shift which begins after 6:59 p.m. or prior to 6:00 a.m. Employees scheduled on the third shift shall receive a shift premium of \$1.70 in addition to the regular hourly rate (as set forth in Exhibit A).

For Oregon Convention Center and Portland Expo Center Employees: The graveyard shift for pay purposes shall be defined as any shift that begins between the hours of 10:00 pm and 4:59 am. Employees scheduled on the shift shall receive a shift premium of \$1.70, in addition to the regular hourly rate (as set forth in Exhibit B).

Section 6.12 Differential Payment Across Shifts

The shift differential shall apply to all hours worked during that shift. If an employee works one-half or more of the second or third shift, the employee shall receive the higher differential for all hours worked in that shift.

Section 6.13 Weekend Differential

Employees in the below-listed classifications who work weekends shall be paid a differential of \$1.50 for all hours worked between the hours of 12:00 a.m. Saturday to 11:59 p.m. Sunday. The weekend differential is in addition to the shift differentials in Section 6.10 and 6.11.

Household Hazardous Waste Technician, PES
Household Hazardous Waste Specialist, PES
Landfill and Environmental Technician, PES
Landfill and Environmental Specialist, PES
Latex Operations Technician, PES
Latex Operations Specialist, PES
Latex Retail Technician, PES

Program Assistant II in the Recycling Information Center of the Sustainability Center
Scalehouse Technician, PES
Lead Scalehouse Technician, PES

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Article 7: Overtime, Compensatory Time, and Bonus Time

Section 7.1 Overtime

Overtime worked by employees non-exempt from the Fair Labor Standards Act (FLSA) shall be paid at one and one half (1-1/2) the employee's regular rate including any regular rate premiums. Overtime is time worked over eight (8) hours per day or over forty (40) hours in one (1) workweek. For employees working four day workweeks overtime is time worked over ten (10) hours per day or over forty (40) hours in one (1) workweek. The "workweek" for purposes of calculating overtime for non-exempt employees is defined as seven (7) consecutive calendar days. The employer may establish other, alternative workweeks for individual employees or classes of employees, consistent with the requirements of the FLSA, by so notifying the employees in writing. The "workday" for purposes of calculating overtime for non-exempt employees is defined as the 24-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Overtime shall be paid whenever required by this subsection or the FLSA.

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

Section 7.2 Compensatory Time for Non-Exempt Employees

Upon agreement with a non-exempt employee that overtime not be paid, non-exempt employees shall receive one and one-half (1-1/2) hours of compensatory time off for every hour worked in excess of eight (8) hours (ten (10) hours per day for four day workweek employees) or forty (40) hours per workweek. Compensatory time must be requested in the payroll period in which the excess hours were worked, and the employee may via written request default future excess hours to be received as Compensatory time rather than paid as overtime.

Section 7.3 Bonus Time for Exempt Employees

Exempt employees under FLSA, shall not be paid overtime. Additionally, the employer may, at its sole discretion, award exempt employees "bonus time" off as determined appropriate by the Department Director or designee. The decision to grant or disallow bonus time, including the promulgation of any standards or procedures for awarding bonus time, shall be considered as the exercise of a Management Right allowed by Article 3 of this Agreement.

- 7.3.1 Bonus time must be used within the fiscal year in which it is awarded, and if unused will be forfeited at the end of the fiscal year unless it is awarded during the month of June. If Bonus time is awarded in the month of June, the employee may have until June 30th of the following year to use the bonus time.
- 7.3.2 An employee being awarded bonus time shall receive notice in writing, to include the number of hours awarded and the reason for the award.
- 7.3.3 Bonus time shall be provided in the electronic time-keeping system as a separate leave bank for employee's use, shall be pre-approved, and scheduled as time off.

Article 8: Holidays

Section 8.1 Recognized Paid Holidays

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) President's Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day;
- (9) Day after Thanksgiving; For those employees whose worksite is Metro Regional Center. For employees, with the exception of the Oregon Convention Center and Portland Expo Center employees, whose worksite remains open for business on the day after Thanksgiving, upon mutual agreement with their supervisor, they may take that day if business operations allow, or choose another day to take this holiday prior to the end of the fiscal year.
- (10) Christmas Eve; for those employees whose worksite is the Oregon Convention Center or Portland Expo Center.
- (11) Christmas Day;
- (12) Two (2) Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one (1) such holiday in that fiscal year. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday. The personal holidays must be taken by the employee within the fiscal year in which they accrue.

Section 8.2 Holiday Pay

Eligible employees shall receive the amount of hours regular pay equal to that of their regularly scheduled work day for each of the holidays set forth above on which they perform no work. Holiday pay is provided for the day in which the shift began.

Section 8.3 Part-time Proration

Holiday pay for part-time employees will be prorated based on average hours paid per week during a six (6) month period of time (semi-annual). This semi-annual calculation shall be from October 1st through the end of March and April 1st through the end of September of each year, and shall hereinafter be referred to as the calculation period.

Personal holidays will be calculated once a year based on the previous two qualifying six-month calculation periods (annual calculation) and shall be placed in the employees personal holiday bank once a year.

The following table shows the months worked on the left to calculate the hours of holiday pay for the holiday on the right, including personal holidays:

Qualifying Six-Month Average Hours Paid	Holidays
April 1st through the end of September	New Year's Day Dr. Martin Luther King Jr. Day President's Day <hr/> Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day
Oct 1st through the end of March	Memorial Day Independence Day Labor Day

1. Average hours paid per week shall be calculated as follows:
 - a. Employees with average hours paid of 20-26.69 per week shall receive a prorated holiday of 50% of their regular shift, such that if their regular shift was eight (8) hours they would receive four (4) hours of pay; or if their regular shift was ten (10) hours they would receive five (5) hours of pay.
 - b. Employees with average hours paid of 26.7-31.99 per week shall receive 75% of their regular shift as holiday pay, such that if their regular shift was eight (8) hours they would receive six (6) hours of pay; or if their regular shift was ten (10) hours they would receive seven-and-a-half (7.5) hours of pay.
 - c. Employees with average hours paid of 32 hours per week or more shall receive the equivalent of their full shift, either 8 or 10 hours, respectively.
2. Exempt employees shall receive holiday pay pro-rated equal to their FTE status.
3. Newly Hired regular status employees (including probationary employees) who have not yet worked a complete qualifying period (six months for holidays and twelve months for personal holidays) and employees not in paid status for half or more of the qualifying period (per the table above) will be paid pro-rated holidays based on their FTE status.
4. Part-time employees shall not be required but may be allowed to use their (non-sick-leave) accruals to "back fill" any holiday where pro-rated holiday pay is provided.

5. Within 30 days of the close of each six-month period outlined in number one (1) above, employees and the Local shall be notified of their amount of holiday hours for that period.

Section 8.4 Alternate Holiday Scheduling

Whenever a holiday shall fall on the first day not included in the employee's regularly scheduled work week, the preceding day in an employee's regular workweek shall be observed as a holiday. Whenever a holiday shall fall on the second day not included in the employee's regularly scheduled workweek, the following day in an employee's regular workweek shall be observed as a holiday.

Section 8.5 Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 8.6 Holiday Worked/Deferred

In addition to holiday pay, any non-exempt employee shall be paid the overtime rate for any holiday actually worked, with the exception of the day after Thanksgiving. However, if an employee is scheduled to work on a holiday, that employee will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five deferred holidays.

Section 8.7 Holiday Scheduling

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

If an employee volunteers to work on a holiday, the following shall apply, in accordance with Article 6: Hours and Shifts and Article 7: Overtime, Compensatory and Bonus Time:

- a. The employee shall waive the right to two consecutive days off as outlined in Article 6.
- b. If the holiday shift begins prior to the employee being relieved from work for eight (8) hours, the employee shall not receive additional overtime pay as outlined in Article 7.

Article 9: Vacation

Section 9.1 Vacation Accrual for Employees Hired on or Before June 30, 2012

Subject to department approval and the provision on initial probationary period, employees shall be granted annual vacation leave with pay based on hours worked, accruing at the following rates:

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour Full-Time Employees
Date of hire through completion of 3 yrs	.0385 hours	80 hours
4 years through completion of 7 yrs.	.0577 hours	120 hours
8 years through completion of 11 yrs.	.0770 hours	160 hours
12 years plus	.0862 hours	180 hours

Oregon Convention Center and Portland Expo Center employees that were accruing two-hundred (200) vacation hours per year (per full-time employee) at the time of ratification of this agreement shall continue to accrue vacation hours at a rate of two-hundred (200) vacation hours per year (per full-time employee).

Section 9.2 Vacation Accrual for Employees Hired On or After July 1, 2012

Subject to department approval and the provision on initial probationary period, all bargaining unit employees hired on or after July 1, 2012 shall be granted annual vacation leave with pay based on hours worked, accruing at the following rates:

Total Years of Continuous Service	Accrual Rate Per Hours	Equivalent Annual Hour Full-Time Employees
Date of hire through completion of 3 yrs	.0577 hours	120 hours
4 years through completion of 7 yrs.	.0692 hours	144 hours
8 years through completion of 11 yrs.	.0808 hours	168 hours
12 years plus	.0923 hours	192 hours

Section 9.3 Vacation Leave Approval

Regular and limited duration status employees who have been employed by Metro for more than six (6)

consecutive months may be granted accrued vacation leave by approval of the department director or his/her designee.

Department directors or their designees shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation schedules may be amended to allow the department to meet emergency situations. Vacation requests more than thirty (30) working days in advance shall not be arbitrarily denied or amended without demonstration of conflict with a prior request or a bona fide work emergency. All employees are generally required to submit vacation requests through the electronic timekeeping system. In the instances where vacation has yet to accrue in employee's leave balance, employees may request vacation in writing to their department director or his/her designee. Approval of vacation leave shall be provided in a timely manner.

Section 9.4 Vacation Accrual Maximum

Employees shall not accumulate more than two hundred seventy-five (275) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited unless a denial of a vacation request prevents an employee from avoiding the 275 hours maximum. If denial of a vacation request prevents an employee from avoiding the 275 hour maximum, the employee shall be paid at regular rate for those hours accrued over 275 hours. This article is subject to the provision that Metro shall have the option to "buy back" any vacation hours over 250 that an employee has accrued at the end of each fiscal year, at the employee's regular straight time rate.

Section 9.5 Vacation Payout at Separation

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

Article 10: Sick Leave

Section 10.1 Sick Leave Accrual

Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after working one (1) day of service with the employer. Sick leave cannot be used until the beginning of the pay period after which it is accrued.

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

Section 10.2 Use of Sick Leave

Employees may use sick leave for illness, disability or medical appointments for themselves or their immediate family which includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild and grandparent; and any other person for which the employee is a legal guardian; or as otherwise required by law.

All employees, for schedule use of sick leave, are generally required to submit request through the electronic timekeeping system. In the instances when the sick leave has yet to accrue in employee's leave balance, employees may request leave through email to their department director or his/her designee. Approval of sick leave shall be provided in a timely manner.

Section 10.3 Sick Leave Notification

Employees unable to report to work shall report the reason for absence to their supervisor within (1/2) hour before the scheduled beginning of their shift. At locations where multiple shifts are worked, employees unable to report to work due to illness shall report the reason for the absence to their supervisor one (1) hour prior to the scheduled beginning of their shift.

Section 10.4 Sick Leave Use in Conjunction with Workers' Compensation

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

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

Section 10.5 Excessive Sick Leave Use

Notwithstanding the foregoing, employees who excessively use sick leave may be subject to discipline pursuant to Article 17 Discipline and Discharge.

An employee who meets any one of the following criteria may be deemed a high sick leave user:

- a) use of ten (10) days of unprotected sick leave, paid or unpaid in the preceding twelve (12) months; or

- b) patterns of sick leave usage; such as use of sick leave in conjunction with regular days off, vacation, personal holidays, or holidays on four occasions within the preceding 1 year.

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be included as information leading to the determination that an employee is excessively using sick leave.

An employee's absences that are covered by FMLA/OFLA, Workers' Compensation, or the American's with Disabilities Act shall not be included in determining that an employee is a high sick leave user.

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

The employer shall not conclude that any employee has misused sick leave without first notifying the employee in writing that he/she appears to be misusing sick leave, and giving the employee an opportunity to respond.

Section 10.6 Unused Sick Leave

The employer shall participate in the PERS unused sick leave program as provided in ORS 238.350. The employer shall report the number of unused sick leave hours to PERS for use in the calculation of the employee's final average salary.

Section 10.7 Infrequent Absences of Exempt Employees

When an exempt employee has an absence of four hours or more, such absences will be tracked in the leave management system and covered through the use of available leave accruals as appropriate for the situation.

Infrequent absences of less than four hours by an exempt employee that does not negatively impact expected work performance or productivity will not be covered through the use of leave accruals. In addition, this section would not apply if an employee has received prior approval from their manager to flex their schedule in a given workweek.

Section 10.8 Physical Examination

Where the Employer has reason to believe the employee is not physically capable of performing the duties of the position, the Employer may require the employee to submit to a physical examination by a physician selected by the Employer. The employee shall be notified in writing of Employer's intent to require a physical examination. The notification shall include information regarding the employee's right to Union representation. In all discussions with Employer's officials or representatives, the employee shall be entitled to union representation. Costs for such examination shall be at no cost to the employee and performed on duty time at no charge to leave accruals.

Article 11: Other Leaves

Section 11.1 Bereavement Leave

An employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sister, brother, grandparent, grandchildren, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law, or relatives of domestic partners that are the equivalent of in-laws as stated in this section, or other household member shall be allowed time off duty, not to exceed three (3) days, without deduction of pay on account of such absence. If travel is required, up to four (4) additional days (chargeable to sick leave) may be allowed upon request to the employee's Department Director.

The employer shall comply with the Oregon Family Leave Act.

Under special circumstances and upon the death of a person other than the employee's immediate family member, sick leave as described in section (a) above to attend a funeral may be granted at the sole discretion of a Department Director at the request of the employee.

Employees may attend a funeral ceremony for a fellow employee with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation. When an employee participates in a funeral service, he/she will be granted four (4) hours time off with pay and chargeable to any accrued leave balance, or leave without pay if the employee has no accrued leave balances, to attend such funeral service subject to the approval of the Department Director.

Section 11.2 Military Leave

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

Section 11.3 Jury Duty/Court Appearances

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.

- 11.3.1 Employees shall not be eligible for leave with pay under Section 11.3 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.

Section 11.4 ADA and Family Medical Leave

- 11.4.1 Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees shall be allowed to use accrued leave balances in the following order: (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave. Once an employee reaches a leave balance of 40 hours vacation leave, employee may elect to take leave without pay and retain accrued vacation leave.
- 11.4.2 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 shall elect

COBRA if he/she wishes to continue health benefits. An employee shall be notified of eligibility for COBRA benefits as required by law. In the event a leave of absence extends beyond the authorized FMLA or OFLA leave, the employee will not be eligible to retain a leave bank of any accrued hours as stated in section 11.4.1 of this Article.

Section 11.5 Leave Without Pay

All regular and limited duration status employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of Metro. Such leave may be extended once by the Chief Operating Officer for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department director and shall contain reasonable justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Director. Both the request and the Chief Operating Officer's approval of the request shall be in writing and shall be filed in the Human Resources Department Office. The employee may elect to continue employee coverages and benefits under COBRA. Any and all such extensions of coverages and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Article 12: Health and Welfare

Section 12.1 Joint Labor Management Committee

A 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 Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for the employer. The Union is entitled to select one voting member, who is a current Metro employee, to serve 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.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the Parties do not agree, the Union has the right to utilize the remedies available under ORS 243.698 – 243.722 including mediation and fact finding.

Section 12.2 Benefit Eligibility

Regular and limited duration status employees as defined below are eligible to participate in the Metro health insurance programs. Non prorated insurance will be available to employees who work thirty-two (32) hours a week or more.

Health benefits will be prorated for part time employees except for employees at the Oregon Convention Center and Portland Expo Center. 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 multiplied by Metro's full-time employee premium portion for that plan.

Example: using a health insurance premium of \$1,000 and Metro's portion for a full-time employee of \$940.

- An employee working .5 FTE would pay $\$1,000 - (.5 \times \$920) = \$540.00$
- An employee working .75 FTE would pay $\$1,000 - (.75 \times \$920) = \$310.00$

An employee's FTE status, for the purpose of benefits, shall be based on average paid hours per week during a six (6) month period of time (semi-annual). This semi-annual calculation shall be from October 1st through the end of March, and April 1st through the end of September of each year, and shall hereinafter be referred to as the calculation period.

- Employees with hours paid of 20-26.69 per week (according to the calculation period) shall receive benefits prorated on a .5 FTE basis.
- Employees with hours paid of 26.7-31.99 per week (according to the calculation period) shall receive benefits prorated on a .75 FTE basis.

Newly hired employees who have not yet worked a complete qualifying six-month calculation period (as outlined above) and employees not in paid status for half or more of the qualifying period shall have prorated benefits based on their budgeted FTE status.

No modifications will be made to the calculation period unless an employee has a change in position FTE status (i.e. through the budget) or they experience a federal qualifying event.

When a manager becomes aware that a newly hired employee will be working over their hired FTE within their first six (6) months, the employee's benefits will be based on their anticipated hours.

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.

All employees (.5 - 1.0 FTE) (except for employees at the Oregon Convention Center and Portland Expo Center) who have worked for the Agency prior to July 1, 1999, and who are working less than full time at the time of ratification of this contract, are eligible for full health and welfare benefits. Employees hired prior to July 1, 1999 who experience an involuntary reduction in FTE status (e.g. lay-off, seniority bidding) shall retain eligibility for full health and welfare benefits.

Section 12.3 Premium Sharing

Effective upon ratification, the employer 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.

The premium cost used in these calculations shall be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments shall be made.

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

The employer agrees to pay an amount of \$150 per month to full-time benefit eligible employees and a prorated amount equivalent to their FTE status for those in less than full-time benefit eligible positions, 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.

12.3.1 Excise Tax Reopener

Effective January 1, 2019, and for the duration of this agreement, should the employer be subject to a health insurance related excise tax, the employer may reopen Article 12 (Health and Welfare) for further negotiations under the expedited bargaining rules. Other articles may be reopened only by mutual agreement of the parties.

Section 12.4 Long Term Disability and Accidental Death Dismemberment Insurance

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

Section 12.5 Child Care

The employer shall establish under the terms of Section 129 of the IRS Code, as a pre-tax benefit, a voluntary deduction by the employee to a flexible spending account for childcare.

Section 12.6 Employee Assistance Program

The employer shall provide at no cost to the employee an employee assistance program, subject to approval of funding by the Metro Council.

Section 12.7 Voluntary Short-Term Disability

The employer shall make available voluntary short-term disability insurance to all employees who are health insurance benefits eligible. Employees may voluntarily elect short-term disability insurance and shall pay their insurance premiums through voluntary payroll deductions. Voluntary short-term disability is subject to participation requirements of the insurance carrier. While Metro will make every effort to meet these participation requirements, should participation not be met, the employer shall attempt to offer short-term disability again in the following year.

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Article 13: Retirement Benefits

Section 13.1 Participation

During the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes and by applicable court decisions. The extent of PERS membership shall include prior eligibility service, but shall not include prior benefit service.

Section 13.2 Employee Contribution for Employees, Excluding Oregon Convention Center and Portland Expo Center

Metro shall continue 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 for current employees active on the payroll as of June 30, 2012. Any employee hired July 1, 2012 or thereafter will pay the six (6) percent of base salary employee contribution through payroll deductions.

Section 13.3 Employee Contribution for Oregon Convention Center and Portland Expo Center employees

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

After ratification of this agreement, should Metro resume contributing the employee contribution to PERS for non-represented employees hired July 1, 2011 or thereafter, all AFSCME represented employees hired July 1, 2012 or thereafter will receive the same benefit in addition to the employer required contributions.

Section 13.4 Unused Sick Leave

The employer shall participate in the PERS unused sick leave program as provided in ORS 238.350. Metro shall report the number of unused sick leave hours to PERS for use in the calculation of the employee's final average salary.

Section 13.5 Change to PERS

The employer shall "pick-up" the 6% employee contribution consistent with Section 13.2 and 13.3. The parties acknowledge the 6% payment is inapplicable to employees who are not PERS or OPSRP members due to insufficient service. For the duration of this agreement, if for any reason the entire 6% payment becomes no longer legally available for deposit into the Individual Account Program (IAP), the employer shall on the first payroll period following the effective date of the change increase the wages of any affected employee by 6%. Bargaining unit members who are paying their own employee PERS contribution shall not be eligible for this adjustment.

In the event that there are other changes to PERS that impacts a mandatory subject of bargaining that result in a reduction to the contribution to the Individual Account Program (IAP), and a cost savings for Metro, the Union may demand to bargain the impacts of such a decision in accordance with the expedited bargaining process (ORS 243.698).

Article 14: Salary Administration

Section 14.1 New and Revised Classifications

The employer shall notify the Union when creating a new classification or substantially revising an existing classification. The Union shall have fourteen (14) calendar days to request wage negotiations for a new or substantially revised classification.

Section 14.2 The employer will implement a salary rate for a new or revised classification. This rate shall remain in effect subject to negotiations between the employer and the Union. If negotiations result in an increase in salary rate, the increase shall be effective back to the date the new or revised classification was implemented.

Section 14.3 Working Out of Classification Assignments

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than three (3) consecutive days, the employee shall be compensated for all hours worked at the higher level classification. The employee shall be compensated at the next higher step in his/her classification range or the first step in the higher classification whichever is greater.

The period for working out of an employee's current classification in a higher classification shall be limited to no more than 18 months.

PES employees at Metro Central and South:

HHW employees who are assigned to work in a higher classification (non-supervisory) shall only receive out-of-class pay when they are assigned and work out-of-classification for 1 hour or more.

If a Scalehouse or HHW employee is assigned to be the acting supervisor for more than three (3) consecutive days he/she shall be eligible for overtime based upon the hours worked as an acting supervisor. If a holiday occurs during the acting supervisory period, and the employee works the holiday, he/she shall be eligible for holiday pay as determined by this agreement. The rate of pay for holiday overtime shall be at the rate of the acting supervisor position.

For periods of less than three (3) consecutive days the employee shall not receive out-of-class pay when filling in for a supervisor, but shall be eligible for overtime. Such employees shall not be required to hold a cell phone; however, if the supervisor determines it necessary for the employee to hold a cell phone he/she shall be paid at two-hour minimum for the time worked if he/she is called. Such assignment will be made on a rotational basis by volunteers in order of seniority. In the event, there are no volunteers, such duty will be assigned in reverse seniority order.

Section 14.4 Anniversary Date and Step Advancement

Employees shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One (1) year after the employee's anniversary and each anniversary date thereafter the employee shall advance one (1) step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit the employer from placing employees above step one or advancing employees to higher levels of the salary range.

Section 14.5 Promotion

Employees promoted through a recruitment process into a higher classification at Metro shall be placed at the next higher step in the new salary range. The next higher step in the new salary range means the next rate that would provide for a five percent (5%) increase for the promoted employee. Upon completion of promotional probation, employees shall advance to the next step in the new range. The date of completion of promotional probation shall constitute a new "anniversary date" and employees shall advance one (1) step on each anniversary date until the employee reaches the top step. Nothing in this section shall be construed to prohibit Metro from starting promoted employees higher or advancing employees upon the steps faster.

Section 14.6 Probationary Period

Initial Probation: For the purposes of this section, initial probation shall be six (6) calendar months from the first day of hire or promotion. At any time during the initial probationary period Metro may remove the probationary employee from service. Initial probationary employees may be terminated without recourse to the grievance procedure. The initial probationary period shall be extended by the number of days an employee is on leave provided such leave exceeds ten (10) consecutive work days.

For part-time employees at the Oregon Convention Center and Portland Expo Center the initial probationary period shall be 900 hours but in no case more than nine (9) months unless extended in accordance with this agreement.

Promotion: For employees promoted through a recruitment process into a higher classification, promotional probation shall be six (6) calendar months from the first day of promotion. Promotional probationary employees shall return to their former classifications and rate of pay if they fail to complete their probation without recourse to the grievance procedure. Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure. The probationary period may be extended by the number of days an employee is on leave provided such leave exceeds ten (10) consecutive work days.

Demotion:

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

Reclassification:

- a. Employees who are being reclassified to a higher classification as a result of a reorganization or other business need and who have not previously performed those duties shall serve a three (3) calendar month probationary period. These employees shall not be discharged without just cause and shall have recourse to the grievance procedure. The date of reclassification shall become the new "anniversary date" and employees shall advance one step on each anniversary date until the employee reaches top step.
- b. Employees who are reclassified laterally or lower as a result of reorganization shall not serve an additional probationary period.
- c. Employees who are reclassified as a result of recognition and they have previously been performing those duties will not serve a new probationary period.

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

Section 14.7 Downward Reclassification

If an employee is moved to a classification with a lower salary range, for reasons unrelated to discipline, the employee's rate of pay shall remain the same and he/she shall not receive cost of living adjustments, until such time the top of the salary range in the new classification exceeds the employee's rate of pay. At such time the employee's rate of pay shall be placed on the step of the salary range closest to his/her rate of pay without decreasing his/her rate of pay. The employee's anniversary date shall remain the same for downward reclassification.

Section 14.8 Voluntary Demotion

If an employee voluntarily moves to a classification with a lower salary range and the employee's current rate of pay exceeds the salary range for the new classification, the employee's rate of pay will be placed at the top step of the range for the new classification. If the employee voluntarily moves to a classification with a lower salary range and the employee's current rate of pay falls within the salary range for the new classification, the employee's rate of pay will remain the same. The employee's anniversary date shall remain the same for voluntary demotion.

Section 14.9 Lateral Transfer

When an employee is appointed to a different classification having the same salary range, the employee's rate of pay and anniversary date shall remain the same. If the essential duties and minimum requirements of the new position are distinctively different, the employee may be required to serve a six (6) month probationary period. If the employee is unable to successfully complete the probationary period, the employee shall return to his/her former classification without recourse to the grievance procedure. If the prior position has been filled, provisions on seniority and bumping rights found in Article 16 of the contract will apply. The employee's anniversary date shall remain the same for lateral transfer.

Section 14.10 Reclassification Procedure

An employee may submit a written request for reclassification through their department supervisor to be reviewed by Human Resources. The department supervisor will submit the request to Human Resources within one (1) month of receipt. The requesting employee shall receive a response on the decision from Human Resources no later than four (4) months from the initial submission date.

If a reclassification request is approved by Human Resources, for an employee moving to a higher classification, the employee shall be placed at the next higher step in the new salary range. The next higher step in the new salary range means the next rate that would provide for a five percent (5%) increase for the employee. Any new rate of pay will be effective the first of the month in which the request was received in Human Resources. Employees sharing the same or substantially similar position descriptions or employees Metro agrees to treat as a group may file an appeal as a group.

Article 15: Wages

Section 15.1 Effective upon ratification by both parties, employees shall be paid in accordance with the classifications and rates of pay contained in Exhibit A (attached), Exhibit B Oregon Convention Center and Portland Expo Center (attached), and Exhibit C Temporary Employees (attached). Employees will keep their current salary eligibility date.

Exhibit A: Effective August 1, 2017, employees will receive a wage increase 2.00%. Effective upon ratification, but no earlier than July 1, 2018, employees will receive a wage increase of 2.50%. Effective upon ratification, but no earlier than July 1, 2019, employees will receive a wage increase of 2.50%.

Each year the negotiated wage increase will be added to Step 1 of Pay Range 01N; from there the remainder of the schedule will be developed with 5% differences between ranges and steps. Pay schedule adjustments shall be applied to the hourly rates in each classification. Annual rates shall be generated by multiplying the hourly rates by 2080. All pay adjustments shall be performed using standard rounding principles (i.e. 5 or higher rounds up and lower than 5 rounds down) to the nearest one hundredth decimal place (e.g. the decimal 0.846 rounded to the nearest hundredth is 0.85).

Exhibit B Oregon Convention Center and Portland Expo Center: Effective the pay period following the ratification of this agreement, employees will be placed on the salary schedule at a rate equal to their current rate of pay (step 5 for regular status employees). The date of ratification shall become the anniversary date for the purpose of step advancement for all active employees on payroll at the time of ratification. Probationary employees upon ratification of this contract will be placed at Step 4 of the new salary schedule and advance to Step 5 upon completion of the probationary period outlined in Article 15 Salary Administration.

Effective upon ratification, but no earlier than July 1, 2019, employees will receive a wage increase of 2.50%.

Effective the payroll period following ratification of this agreement employees at the Oregon Convention Center and Portland Expo Center shall receive a one-time payment based on years of services as follows:

Date of hire through completion of 3 years	\$300
4 years through completion of 7 years	\$550
8 years through completion of 11 years	\$800
12 years plus	\$1,050

Exhibit C: Effective the pay period following the ratification of this agreement, employees will receive a wage increase of 2.00%. Effective upon ratification, but no earlier than July 1, 2018, employees will receive a wage increase of 2.50%. Effective upon ratification, but no earlier than July 1, 2019, employees will receive a wage increase of 2.50%.

Section 15.2 Call Back Pay

Any non-exempt employee required to return to work before the employee's next work shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any non-exempt employee is required to work in excess of their regularly scheduled work day; eight (8) or ten (10) hours in any workday, and the excess time is adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of their regular work day; eight (8) or ten (10) hours.

For Oregon Convention Center and Portland Expo Center employees: Employees whose work shift is changed from one shift to another shift, unless relieved from work at least for eight (8) hours before starting their new shift shall be paid the overtime rate for the first such new shift worked.

Section 15.3 Household Hazardous Waste Response

1. Any regular, full-time or part-time Household Hazardous Waste (HHW) Technician and/or Household Hazardous Waste (HHW) Specialist (hereinafter referred to as “employee”), who is required to report to either HHW facility outside of their normal work schedule to respond to a radiation alarm, acid spill, asbestos response call, or response of a similar nature, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate.
2. In the event the four (4) hour response time overlaps with the start of the employee’s next scheduled shift, the employee shall continue to receive pay at the rate of one and one-half times the regular rate for the remainder of the four (4) hour period. The employee shall receive their regular rate of pay beginning with the fifth hour directly following the four (4) hour radiation response time period.
3. In the event the employee is responding during their regularly scheduled shift and the employee is required to work beyond the end of their shift, the employee shall be paid time and one-half (1-1/2) only for actual time worked in excess of their regular shift. The call back pay minimum of (4) four hours will not apply.
4. When an employee having a regular 4-day/10 hours work schedule is required to work in excess of ten (10) hours in any workday, outside of the above circumstance, the employee shall be paid time and one-half (1-1/2) only for the time worked in excess of ten (10) hours.
5. Shift differential will not apply when an employee is required to report to either HHW facility outside of their normal work schedule, to respond.

Section 15.4 Landfill and Facilities Maintenance Call Back Pay

Any regular or limited duration status Facilities Maintenance Worker, Facilities Maintenance Technician, Landfill and Environmental Technician or Landfill and Environmental Specialist, Facilities Coordinator who is required to report to work outside of their normal work schedule to respond to an emergency, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate of pay. In such instances, shift differential will not apply.

Article 16: Seniority

Section 16.1

Seniority shall be computed from date of hire or entry into an AFSCME classification. Seniority shall be calculated based on continuous service in any AFSCME classification. Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service and employees shall continue to accrue seniority during these leaves. Metro shall publish and distribute to the union semi-annually and thirty (30) days prior to any layoff a seniority list for all employees.

For full-time Utility Maintenance Specialists at the Portland Expo Center, the above definitions and applications of seniority shall apply, except that continuous service shall include employment with Multnomah County accomplished in accordance with the law.

Seniority shall be applied for layoff, shift bidding and elsewhere as specified in this Agreement. In cases in which an employee in a represented class applies for, accepts, and serves time in another represented AFSCME classification, and then voluntarily returns to the originally held class, seniority for the purposes of shift bidding shall be calculated as the total time from the original appointment to the date of the shift bid, less the time served in the second class.

Section 16.2 Multiple Shifts

Where the employer employs multiple shift operations, such employees shall have the right to choose appropriate shifts twice annually, with the duration of such bids set upon the initial posting for both bid periods. Employees shall indicate their shift preference in writing to their immediate supervisor prior to the filling of a vacancy. The supervisors shall assign employees based on written seniority preference. Employees may not be denied seniority preference for arbitrary and capricious reasons. The parties hereby agree that the shift bidding process specified in this Section 16.2 will be implemented in the following manner:

Section 16.2.1 Shift Bidding at Oregon Zoo

For Zoo security, part-time shifts are not eligible for bidding.

Section 16.2.2 Shift Bidding at Oregon Convention Center and Portland Expo Center

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

- a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1st and January 1st.
- b) When shifts and days off are bid, the employee shall identify in writing to their immediate supervisor the established designated shift the employee wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 21 (Seniority), except as stated in subsection (a) above.
- c) A newly hired employee on initial probation shall be placed on shifts according to operational and training requirements. Following three (3) months of continuous service the employee will be allowed to shift bid at the next shift bid opportunity.
- d) Shifts will be posted for bidding by October 15 or April 15, as appropriate. Shift bids will be completed by December 1 or June 1 as appropriate. An employee who does not

sign up for a shift within a reasonable amount of time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. The Chief Steward or designee, and the Director of Operations/Operations Manager, or designee, will agree what constitutes a “reasonable amount of time,” after consultation with the employee. If the Chief Steward, or designee, and the Director of Operations/Operations Manager, or designee, do not agree, the Director of Operations/Operations Manager, or designee, will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift bidding cycle will be restored to their appropriate seniority level for the next shift bidding cycle. If any employee refuses to sign up for a shift by December 1 or June 1, the Director of Operations/Operations Manager or designee has authority to assign them to an available shift.

Section 16.3 Assignment of Overtime at Oregon Convention Center and Portland Expo Center

It shall be the responsibility of Management to determine in each instance if overtime work is required, and if so, how many employees will be required to perform work.

All overtime work shall normally be distributed to the employees who work in the job classifications in the areas which normally engage in the work based upon seniority, under the following guidelines:

- a. Scheduled overtime shall first be offered to the most senior employee when overtime is required, and shall proceed in an order of descending seniority until the shifts are filled.
- b. Unscheduled overtime shall be offered to on-shift employees based upon seniority and shall proceed in an order of descending seniority until the shifts are filled.
- c. Mandatory overtime shall be assigned to the least senior, on-shift employees until the required shifts are filled. The employer will make every effort to give the employee as much notice as reasonably possible of the mandatory overtime. Additionally, no employee will be required to work involuntarily more than fourteen (14) consecutive days.

Section 16.4 Layoff

Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees or an involuntary reduction of full time equivalent (FTE) status of .5 or greater from the last voluntary FTE status change. The Chief Operating Officer shall determine the number and classifications to be laid off. All temporary, seasonal and probationary employees within the classification selected for layoff shall be laid off prior to any layoff of regular status employees. When the employer determines a layoff will be necessary, the employer will notify the Union prior to notifying the employee.

Section 16.5 Seniority in Layoff

Employees will be laid off by classification within the department with the least senior employees laid off first.

- a. If two (2) or more employees have equal seniority, per Section 16.1, the tie shall be broken as follows, with most credit given to:
 1. Length of continuous service with Metro
 2. Length of continuous service in the job classification
 3. Coin toss
- a) All impacted employees, at least one union representative and one Human Resources representative shall be present at the time of the coin toss.

- b) A union officer or business representative shall toss the coin unless another person is designated by mutual consent of the parties.
- c) The coin shall be tossed in as many rounds as needed to narrow the selection of employees.
 - i) Heads shall indicate more seniority, tails shall indicate less.
 - ii) The coin shall be tossed for each employee individually to determine the level of seniority.
- b. Part-time Employee: Seniority shall be calculated the same as a full-time employee.
- c. Job-Share: Seniority shall be calculated respective of each job share participant. Should the least senior employee in a job share position be laid off, the remaining job share partner shall be treated as a part-time employee.
- d. Limited Duration: Employees newly hired into limited duration AFSCME positions shall not be entitled to any layoff or seniority rights under this agreement until they have been employed continuously for three (3) years in the limited duration position. At that time they will receive seniority back to their hire date into the limited duration position they currently hold. If a regular AFSCME employee transitions to a limited duration position without a break in service from the regular status AFSCME position, he/she shall have layoff and seniority rights to his/her former regular status AFSCME classification based on his/her seniority in that classification.

Section 16.6 Notice of Layoff and Potential Bumping

Employees shall be given thirty (30) days notice of layoff. Employees given notice of layoff shall within ten (10) working days:

- a. Bump the least senior employee in the same classification, provided that the receiving manager determines that, on the basis of relevant job skills, the employee can perform all of the duties of the specific position adequately within three weeks. The three-week time period is for the purposes of orienting the employee to the position, not training the employee to perform the work. Therefore, it is necessary for the employee to possess the knowledge, skills and abilities to perform all of the essential duties and responsibilities of the position prior to bumping into the position, as determined by the receiving manager. The employee will receive performance coaching during this three-week period as assistance for successfully performing the duties of the position.
- b. Accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within three weeks. The three-week time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary for the employee to possess the knowledge, skills and abilities to perform all of the essential duties and responsibilities of the position prior to bumping into the position, as determined by the receiving manager. The employee will receive performance coaching during this three-week period as assistance for successfully performing the duties of the position.

- c. Apply for appointment to a vacant Metro position at the same or lower salary range for which the employee meets the minimum qualifications. The best qualified employee given notice of layoff shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications, provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within three weeks.
- d. Accept layoff.
- e. Disputes concerning layoffs shall be handled through the grievance procedure, beginning at step 3.

16.7 Recall List

All employees on the layoff list shall have the right to be recalled to a vacant position, in order of seniority, in the same classification they were in when laid off for a period of three (3) years. The recalled employee will be considered to be qualified and offered the vacant position unless there is a distinct difference in the essential functions and required knowledge, skills and abilities of the vacant position. In those situations, the employee will be provided an interview and given an opportunity to demonstrate their qualifications and knowledge/skills/abilities to successfully perform the job. Should the supervisor determine that the employee does not possess the qualifications and knowledge/skills/abilities for the vacant position, the supervisor may elect to conduct a recruitment for the position and not recall the laid off employee to the vacant position. Should an employee be offered a recall to the same classification from which they were laid off and the employee declines the offer, the employee shall be removed from the recall list. An employee impacted by an involuntary reduction of full time equivalent (FTE) status of .25 or greater from their last voluntary FTE status change can elect to be placed on the recall list in order of seniority for a period not to exceed two years.

If recalled to the former position, the employee will return to the same range and step as when laid off and will have a new anniversary date for purposes of step increases. The employee will have his/her seniority in classification restored to the level it was at time of layoff. If an employee is recalled to a different position in the same or lower classification and is successful in demonstrating their qualifications in the above mentioned interview, the employee will serve a three month probation period. If an employee is unsuccessful during this probation period they will be returned to the recall list for the remainder of their original duration and placement on the list.

The employee may also elect to be placed on a recall list for a vacant position in a lower salary range classification in which they have previously worked. If the employee declines an offer for a position from this lower level classification list, the employee's name will be removed from the lower level list but will remain on the list for the position at the same classification he/she was laid off from should the employee choose to remain active on that list.

Upon recall to any position in Metro, the employee will be immediately reinstated to the rate of vacation and other leave accruals as what they were at time of layoff.

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

16.8 Rights of Return

Employees who move to another position after being notified of the elimination of their previous position shall have the right to return to their previous position if the position is either 1) not eliminated or 2) restored for any reason within the three (3) years immediately following the employee's move to the new position.

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

16.9 Temporary assignment to a supervisor or management position

An employee who accepts a temporary assignment to a supervisory or management position will have seniority suspended while serving in that role as of date of last day worked in a represented position. For purpose of this article only, temporary assignment is defined a period not to exceed six (6) months, and may be extended once by an additional six (6) months. During this time, the employee will not pay union dues or be considered eligible for union representation.

Draft

Article 17: Discipline and Discharge

Section 17.1 Just Cause

No regular or limited duration status employee may be disciplined or discharged without just cause.

Section 17.2 Union Representation

No employee shall be denied Union representation in any investigation. Employees shall receive all rights and safeguards provided by the State and Federal Constitutions.

Section 17.3 Discharge Appeal Process

Any regular or limited duration status employee who is discharged may appeal such action in writing within fourteen (14) calendar days directly to step 3 of the grievance procedure, provided that all other requirements of Article 19 shall apply. In the case of discharge of a regular or limited duration status employee the union shall be copied on the discharge notice. All other disciplinary actions shall be processed through the grievance procedure from the first step.

Section 17.4 Respectful Treatment

If the employer has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

Section 17.5 Union Notification of Disciplinary Action

When a regular status or limited duration employee exercises their representation rights and involves a Union Steward in the due process meeting, the Union shall be sent a copy of any disciplinary action issued to the employee including written reprimand, suspension, demotion, reduction in pay or termination.

Article 18: Safety and Health

Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee. (See Article 31)

Metro and the Union will establish joint labor-management safety committees in compliance with current Oregon law and administrative rules. Joint safety committees will be established to represent the following primary places of employment:

1. Metro Regional Center
2. Oregon Zoo
3. All facilities under Property and Environmental Services Department control.
4. All facilities under Parks and Nature Department control.
5. Oregon Convention Center
6. Portland Expo Center

The employer and the Union will each elect or **appoint** an **appropriate number** of representatives and alternates to the committees specified above **in accordance with the statute**. Metro and the Union agree to establish new committees as required by **expansion** or **reorganization**.

Each safety committee shall **inquire into and make recommendations** to the employer on all safety issues in the work area. Any employee who **observes an unsafe condition** in the workplace shall promptly report the same to his/her supervisor and safety committee **representative** for their respective workgroup.

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

Article 19: Grievance Procedure

Section 19.1 Notice of Investigation

In the event the Employer provides advance written notice of an investigatory or due process meeting to an employee represented by AFSCME Local 3580, the Union Council Representative, Chief Steward or Union President shall also be notified of such meeting.

Section 19.2 Grievance Defined

A grievance for the purpose of this Agreement is any dispute regarding the meaning, application or interpretation of any provision of this Agreement. Grievances except as noted elsewhere in this Agreement shall be processed as follows:

Section 19.3 Level I – Supervisor

Within twenty-one (21) calendar days of the alleged dispute, or the employee's first knowledge of such dispute, the employee alone or accompanied by the Union shall file the written grievance with the employee's immediate supervisor. Within fourteen (14) calendar days of receipt of the grievance, the supervisor shall respond in writing to the employee and Union. Failure of the supervisor to respond, or failure of the grievance to be resolved at this level, shall permit the employee and Union to advance it to Level II.

The Union may choose to skip Level I and submit a grievance directly to the Department Director in matters where the Department Director made the decision that resulted in the grievance.

Section 19.4 Level II – Director

Within fourteen (14) calendar days of the receipt of the supervisor's response, or absent a response fourteen (14) calendar days from the deadline for the supervisor's response at Level I, the Union and employee shall submit the advanced written grievance to the Director of the employee's particular Department. The Director or designee may respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Director or designee to respond, or failure of the grievance to be resolved at this level, shall permit the employee and Union to advance the grievance to Level III.

The Union may choose to skip Level I and II and submit a grievance directly to the COO in matters where the COO made the decision that resulted in the grievance.

Section 19.5 Level III – Chief Operating Officer (COO)

Within fourteen (14) calendar days of the receipt of the Department Director's response, or absent a response fourteen (14) calendar days from the deadline for the Department Director's response at Level II, the Union and employee may submit the grievance to the Chief Operating Officer of Metro. The Chief Operating Officer or his/her designee shall respond within fourteen (14) calendar days of receipt of the written grievance. Failure of the Chief Operating Officer or his/her designee to respond, or failure of the grievance to be resolved at this level, shall permit the employee and the Union to advance the grievance to arbitration within fourteen (14) calendar days of the response, or of the deadline for the Chief Operating Officer's response.

Section 19.6 Arbitration

In order to advance the grievance the Union shall request a list of five (5) arbitrators from the State of Oregon Mediation and Conciliation Service within 30 days of stating their intent to advance the grievance. Upon receipt of the list of arbitrators, the parties will strike names within fourteen (14) calendar days. The parties will make best efforts to schedule arbitration within three (3) months of selecting an arbitrator. Such request shall not prohibit the parties also requesting grievance mediation at the same time. Any mediation shall be mutually agreeable to the parties. Upon receipt of the list, the

parties shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The Arbitrator thus selected shall be contacted by the parties to set a hearing.

Section 19.7 Arbitrator's Decision

The Arbitrator's decision in the grievance shall be final and binding upon the parties. The Arbitrator's decision shall be within the scope of the Agreement. The Arbitrator shall have no authority to alter, amend, modify, add to or detract from the Agreement, The losing party shall pay the cost of the Arbitrator's award. All other expenses shall be borne by the party incurring them.

Section 19.8 Deadline Extension

If mutually agreed upon by both Metro and the Union, and the request is made prior to the response due date, deadlines for all of the above sections may be extended.

Draft

Article 20: Equal Opportunity

Section 20.1 Metro and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, political affiliation, Union activity or any other status protected by law.

Section 20.2 Any complaint alleging unlawful discrimination based on race, color, religion, creed, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, political affiliation or any other status protected by law which is brought to the Union for processing will be submitted directly to the Chief Operating Officer or designee. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Section 20.3 If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be first pursued through the grievance procedure at the Chief Operating Officer's level, however, the parties may mutually agree, in writing, to waive arbitration on any such grievance allowing the matter to be resolved through the Employment Relations Board.

Draft

Article 21: Complete Agreement, Letters of Agreement, Demand to Bargain

Section 21.1 Complete Agreement

This agreement constitutes the parties' complete agreement regarding the subject matter herein and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter as contained herein.

Section 21.2 Letters of Agreement and Notice Thereof

This agreement may be amended only by mutual written agreement executed by the parties. The employer shall provide duly executed letters of agreement that affect the entire membership to all AFSCME represented employees within twenty one (21) calendar days of the signature of such modifications.

Section 21.3 Demand to Bargain

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

Article 22: Personnel File

Section 22.1 Metro shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.

Section 22.2 All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee unless entered in the official Metro file as described in subsection 22.1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 22.3 At the request of the employee or a union representative, disciplinary material, except discrimination and harassment policy violations, shall be expunged from the personnel file two (2) years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. Discrimination and harassment policy violations shall be expunged from the personnel file four (4) years from the date the material was entered, and provided that the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the 2-year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with subsection 22.2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

Section 22.4 A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in 22.3. Such a written record will consist only of the date of the reprimand and a brief explanation of the reason for the reprimand.

Article 23: Outside Employment

Employees may engage in outside employment, provided that such outside employment does not:

1. Create a conflict of interest with the employee's duties; and
2. Create an inability to perform employee's job duties.

Employees who engage in outside employment found to violate the above restrictions may be disciplined, as set forth in Article 17: Discipline and Discharge, including due process and just cause standards.

Draft

Article 24: Inclement Weather

Section 24.1 Upon determination of the Chief Operating Officer or the Chief Operating Officer's designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close any Metro site to send the staff home before the end of their normal shift, those employees shall receive pay for a regular shift. Employees who are absent or are scheduled to be absent on an approved leave when their worksite has been closed or opens later than regularly scheduled hours due to inclement weather will be subject to the use of such applicable leave.

Section 24.2 If an employee reasonably decides that weather conditions make it unsafe to report to their worksite, the employee may use accrued vacation, personal holidays, or unpaid leave for that shift.

Section 24.3 The employer may authorize teleworking in the event of an inclement weather event that does not require a closure of the employee's worksite at management's discretion.

Section 24.4 Employees who are designated as essential personnel, and are required to report to work when their worksite has been closed due to inclement weather, shall be compensated for hours worked at the overtime rate for a minimum of four (4) hours per incident, in addition to their regular pay.

Draft

Article 25: Recoupment of Wage and Benefit Overpayments and Underpayments

Section 25.1 Overpayments

- (1) In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall notify the employee and the Union in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 - (A) The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
 - (B) Where this process is utilized, the employee and the Employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - (C) If there is no mutual agreement at the end of the thirty (30) calendar day period, the Employer shall implement the repayment schedule stated in subsection (D) below.
 - (D) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee ends employment before the Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- (2) An employee who disagrees with the Employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- (3) This Article does not waive the Employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 25.2 Underpayments

- (1) In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Employer shall notify the employee and the Union in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Employer shall correct any such underpayment made within a maximum period of two years before the notification.
- (2) This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification payor reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

Article 26: Contracting Out

In the event that a decision to contract out work normally performed by bargaining unit members would result in a reduction of hours for, or the layoff of bargaining unit members, the employer shall provide the Union with notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision in accordance with the expedited bargaining process (ORS 243.698).

Draft

Article 27: Education and Training

Section 27.1 The employer and AFSCME Local 3580 share a desire to retain a skilled workforce. To the extent possible, the employer will make available to regular employees, including support and technical staff, current information about available training opportunities.

Section 27.2 Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the employer, she/he shall be notified in writing and shall be paid for the time as time worked. When a regular status employee requests job related training/education, the request shall be made in writing to his/her Department Director. Department Directors have the discretion to approve or deny the request. Department Directors may agree to provide financial assistance and/or paid leave to employees who request to participate in job-related training/educational programs. Department Directors may deny requests based on, but not limited to, operating requirements, priorities or budget limitations.

Section 27.3 The employer may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job.

Draft

Article 28: Job Sharing

Section 28.1 "Job Sharing Position" means a full-time position that may be held by more than one individual on a shared-time basis where each of the individuals holding the position works less than full time.

Section 28.2 Job sharing is voluntary. An employee who wishes to participate in job sharing shall submit a written request to his/her supervisor and the Human Resources Director. The Human Resources Director shall register the requesting employee by name, department, classification and date of request. When a hiring manager requests to fill a vacant position by "job share," the internal recruitment will include that the position is a job share opportunity.

Section 28.3 An employee working in a job share position shall be treated as a part-time employee for purposes of calculating leave accruals and health and welfare benefits.

Section 28.4 If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from employment, the hiring supervisor has the right to determine if job sharing is still appropriate for the position. If it is determined that job sharing is not appropriate or the employer is unable to recruit qualified employees for the job share position, the employer shall have the right to terminate the job sharing arrangement. In such event, the remaining job share partner shall have the following options: (1) assume the position on a full-time basis; (2) request a lateral transfer to a vacant part-time position for which he/she is qualified; or (3) voluntarily demote to a vacant part-time position for which he/she is qualified.

Article 29: Flexible Schedules and Teleworking

Section 29.1 Individual Flexible Schedule Requests

A Flexible Schedule is defined as an alternate work schedule for regular full-time employees which accommodates Metro's operating requirements. A flexible schedule shall be mutually agreed to in writing between the supervisor and the employee(s). A flexible schedule will not impair Metro's need to meet operating requirements through assigned overtime or other similar scheduling. A flexible schedule may be canceled with twenty one (21) calendar days notice to the employee(s). A manager shall not unreasonably deny or change a flexible schedule arrangement.

Section 29.2 Work Group Flexible Schedule Request

An employee or a group of employees in the same work unit desiring a flexible work schedule or a change in work schedule may request such a change in writing from his/her/their supervisor. Where an employee's request for an alternative schedule is denied, such denials shall be in writing with an explanation for the denial. The request shall include benefits to Metro of the requested schedule. If the supervisor approves the flexible work schedule, the employee(s) waives all rights to reporting pay, overtime compensation or other forms of penalty pay during the transition from one schedule to another to the maximum extent permitted by the FLSA.

Section 29.3 Special Flex Time Allowance

An exempt employee that is required by their supervisor to attend an after hours (before 7A or after 6P) meeting or an event on a weekend to represent Metro shall be allowed to take an equal amount time off at a later date.

Property and Environmental Services: An exempt employee assigned to complete a facility inspection or audit; investigation of an illegal dump site; or investigation of potential violators after hours (before 7A or after 6P) shall be allowed to take an equal amount time off at a later date.

Time must be used within thirty (30) days of the assignment. Managers and employees will mutually keep track of this time and mutually schedule time off. Employees may not count work time that is required beyond normal business hours to complete regularly assigned work.

Section 29.4 Teleworking

Teleworking is defined as a working arrangement in which the workplace is located at an alternate location than the employee's regular office. A department may permit teleworking on a routine, temporary/ or ad hoc basis in accordance with the Metro Policy.

Article 30: CDL Policy

In the event that any AFSCME-represented employees are assigned duties which require a Commercial Drivers License (CDL), those employees shall be subject to the CDL Drug and Alcohol Policies required by the Federal Department of Transportation.

Draft

Article 31: Clothing Allowances

Employees working in the classifications identified in this article shall receive clothing allowance or reimbursement, as stated herein. All reimbursements listed will only be provided upon the employee submitting an original receipt to their supervisor. Where a dollar amount is not listed, the item will either be provided by Metro or must be preapproved by the employee's supervisor prior to purchase.

A. Parks and Environmental Services Department (PES)

Scalehouse Technician
Lead Scalehouse Technician
Hazardous Waste Technician
Hazardous Waste Specialist
Landfill and Environmental Technician
Landfill and Environmental Specialist
Facilities Maintenance Technician
Latex Operations Technician
Latex Operations Specialist
Building Service Technician
Building Service Worker
Building Custodian MRC
Lead Building Custodian MRC
Facility Coordinator MRC

For the above-listed classifications Metro will, in each year of the Collective Bargaining Agreement, provide the following uniform:

Five (5) pairs of pants/shorts (reimbursed up to \$175.00 per 12-month period)
Five (5) shirts
Two (2) sweatshirts
One (1) belt
One (1) winter jacket (reimbursed up to \$80 per 12-month period, with the option to combine and spend up to \$160 in a 24-month period).

1. Scalehouse Technician
Lead Scalehouse Technician
Building Service Technician
Building Service Worker

The above-listed classifications shall receive one (1) pair of enclosed shoes (reimbursed up to \$150 per 12-month period)

2. Hazardous Waste Technician
Hazardous Waste Specialist
Landfill and Environmental Technician
Landfill and Environmental Specialist
Facilities Maintenance Technician
Latex Operations Technician
Latex Operations Specialist
Metro Paint Sales Technician

The above-listed classifications shall receive one (1) pair of safety shoes (reimbursed up to \$175 per 12-month period).

B. PES Waste Transfer Station Operations Staff

Waste transfer station operations staff who regularly visit the waste transfer stations shall receive the following uniform:

Two (2) shirts with the Metro logo, each 12-month period
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

C. PES Construction Project Management and Engineering Staff

The property management technician and property management specialist, as well as those employees working in the PES Construction Project Management Office and Engineering Staff who periodically visit construction sites shall be provided with:

Two (2) pair pants (reimbursed up to \$70 per 12-month period)
One (1) coat with Metro logo every 24 months
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

D. Parks and Nature Property Management Staff

The property management technician and property management specialist who periodically visit property and construction sites shall be provided with:

Two (2) pair pants (reimbursed up to \$70 per 12-month period)
One (1) coat with Metro logo every 24 months
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, etc.)

E. PES Inspection Staff

Those employees who regularly conduct regulatory field inspections shall be provided with the following uniform:

Two (2) shirts with Metro logo, each 12-month period
Two (2) pair pants each year (reimbursed up to \$70 per pair)
One (1) coat with Metro logo every 24 months
One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)
Personal protective equipment, as needed (e.g., safety vest, hard hat, safety glasses, etc.)

F. Parks and Nature Science and Stewardship Staff

All science and stewardship field positions who regularly perform duties in the field shall be provided with the following uniform:

Two (2) shirts with Metro logo each 12-month period
One (1) winter coat with Metro logo every 24-month period

- One (1) rain hat
- One (1) raincoat
- One (1) pair rain pants or rainproof coveralls
- One (1) pair of safety shoes (reimbursed up to \$300 per 24-month period)

G. Education Naturalists

Education naturalist staff who regularly perform field work requiring a ranger uniform shall receive the following uniform:

- Two (2) long-sleeved shirts with Metro logo
- Two (2) short-sleeved shirts with Metro logo
- Two (2) pair pants in a color determined by Metro
- One (1) winter-weight hat with Metro logo
- One (1) summer hat with Metro logo
- One (1) heavy-duty ranger parka with Metro logo
- Nametag
- One (1) pair enclosed shoes (reimbursed up to \$150 per 12-month period)

H. Oregon Zoo Family Farm and Wildlife Live Show Staff

To be replaced by Metro every twelve (12) months unless otherwise specified:

- Two (2) pairs of pants (reimbursed up to \$50 per 12-month period)
- Five (5) shirts (employee's choice of long or short sleeve)
- One (1) belt
- One (1) pair enclosed shoes (reimbursed up to \$125 per 12-month period)
- One (1) winter cap (washable and rainproof)
- One (1) summer windbreaker jacket to be replaced every 24 months
- One (1) winter coat

I. Safety and Security

Safety and Security Officers at the Oregon Zoo and Metro Regional Center, shall receive the following clothing and uniform items. These items will constitute the uniform to be worn while on duty.

To be replaced by Metro every twelve (12) months unless otherwise specified:

- Four (4) pairs of trousers (employee's choice of winter or summer weight)
- Black shoes (reimbursed up to \$150 per 12-month period with the option to combine and spend up to \$250 in a 24-month period).

To be replaced by Metro every twenty-four (24) months:

- Six (6) shirts (employee's choice of long or short sleeve)
- One (1) hat (baseball hat)
- One (1) Black waterproof brimmed hat (reimbursed up to \$50 every two years)
- One (1) jacket multi-season (replaced as needed due to wear and tear)
- One (1) waterproof rain jacket (replaced as needed due to wear and tear)

The items listed above will be of such quality as to remain serviceable for the applicable twelve (12) or twenty-four (24) month period, under normal conditions. Items damaged in the line of duty will be repaired or replaced by Metro. Upon ratification, there will be an annual dry-cleaning

allowance of \$18.00 to clean the jacket. There will be a monthly allowance upon ratification of \$19.00 for laundering and maintenance of the other uniform pieces.

Both uniform allowances will be paid to each security officer by Metro. It will be the responsibility of each security officer to care for the equipment, to keep uniforms neat, clean, relatively wrinkle-free, and maintain good personal hygiene; all in keeping with the portrayal of a positive Metro representative. Security Officers will be responsible for purchasing the shoes and Metro will reimburse them after being presented with an original receipt of purchase.

The following uniform equipment will be provided to each security officer by Metro:

- One (1) officer notebook and case
- One (1) nylon duty belt
- One (1) badge
- One (1) nameplate
- One (1) mini-maglite flashlight and holster
- One (1) glove pac (for minor first aid)
- One (1) CPR mask
- One (1) security office access key
- Ten (10) shoulder patches
- One (1) flashlight holder
- One (1) key ring holder with protector

Each employee who receives a uniform will be granted upon ratification \$19.00 per month to clean and care for the uniform to be paid to each employee once per month.

J. Oregon Convention Center and Portland Expo Staff

Full-time employees:

- Shall receive five (5) sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter full-time employees shall receive up to six (6) items, shirts or pants, as needed.
- Upon presentation of an original receipt of purchase, full-time employees will be reimbursed up to one-hundred dollars (\$100) per fiscal year for one (1) pair of quality work shoes.
- All employees shall receive one coat per contract.

Part-time employees:

- Shall receive two (2) sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter part-time employees shall receive up to three (3) items, shirts or pants, as needed.
- Employees who perform outside custodial duties shall be provided an outside coat to be used at work and stored on site; washed on-site, as needed.
- Employees who work outside will be provided safety and rain gear to be used at work and stored on site.

- All employees shall receive one coat per contract.

Metro will determine the style and color of the uniform; any changes to the style and color of the uniform and reasonable rules concerning the maintenance and wearing of the uniform shall be made at the discretion and direction of the site supervisor. Changes in the uniform rules will be posted with due notice. Metro retains the right to alter, amend or discontinue this practice of providing uniforms at its sole discretion.

Normal wear and tear is expected and any uniforms that are damaged or suffer unusual wear due to the performance of on-the-job duties will, at the discretion and direction of the site supervisor, be replaced by Metro. Uniforms are to be provided for wear during work hours, including travel to and from the job site, and may not be worn at any other time.

Employees who have special needs may with the approval of their supervisor select different fabric types or sizes to accommodate those needs.

Employees shall promptly return all Metro uniform items issued to them in the preceding 12-month period upon termination. Failure to return any uniform items shall result in the replacement cost being assessed against the employee.

Nothing in this article shall prevent Metro management from providing additional clothing, equipment or other items of higher value or utilizing a uniform services provider to meet the clothing requirements for a given role.

Article 32: Joint Labor Management Committee

To improve communications and further each party's commitment to solving problems and improve relations (including but not limited to employee/management relations), the parties agree to create, a joint labor/management committee within Metro, as further agreed between the parties.

The committee will consist of four (4) employee members appointed by the Union and four (4) members of management. The parties may increase the number of appointed members by mutual agreement. Employees appointed by the Union will be in pay status during the time spent in committee meetings. Time spent in committee meetings shall neither be charged to leave credits nor considered as overtime worked. The committee shall meet as mutually agreed.

The committee may use the interest-based problem solving method to reach consensus. The parties will share the costs of training of the committee members in interest-based problem solving.

Other labor/management committees may be mutually created as required by this agreement, or as deemed necessary by the parties (e.g., JLMC on Health Care).

It is understood by the parties that the committee shall be on a "meet and confer" basis only and shall not have the authority to negotiate amendments to this Agreement or other mandatory or permissive subjects of bargaining.

Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. The committee shall not discuss disciplinary actions.

Article 33: Savings Clause

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

Draft

Article 34: Parking and Transportation Demand Management (TDM) Program

All employees who are eligible and voluntarily elects to participate in the parking program will pay the full cost of the parking program via pre-tax payroll deduction. As parking fees increase, all employees in the parking program will cover the increases through the pre-tax payroll deduction program. Such increase shall be limited to increasing the monthly fee by no more than \$5 in a fiscal year.

Section 2.

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

Section 3.

Oregon Convention Center part-time and event-driven employees may purchase passes for parking lots designated by management on a first come first served basis.

Section 4.

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

Part-time employees at the Oregon Convention Center and Full-Time employees at the Portland Expo Center will be eligible to receive a 2.5 hour transit pass upon showing proof (used ticket) that public transportation was used to travel to work for a scheduled shift until the program terminates or MERC opts out of the program.

Section 5.

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

Section 6.

Tri-Met Pass: Based on the availability and Metro's participation in the plan, a Tri-Met pass may be made available to employees on a first come, first serve basis.

Bicycle/Walk Certificate: \$22.00 certificate for merchandise at selected vendors for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute for 80% of the month.

Carpooling: If and when an off-site facility charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) that are employees and park at a Metro facility, will be eligible for a parking reduction of \$11.00 per month per each eligible employee in the carpool; according to Metro policy.

Guaranteed Ride Home: For eligible employees participating in the TDM program who carpool, use transit, walk or bike to work the employer will pay for a ride home if the need arises to leave work unexpectedly or stay late due to job demands or emergency.

Article 35: Temporary Employees

For the purpose of this contract, Metro recognizes the Union as the exclusive bargaining representative of all temporary employees that are in the job classification of Program Assistants 1 at the ZOO, Hazardous Waste Technicians, Safety/Security Officers, and Scale House Technicians, who average more than four hours per week per calendar quarter. The following represents the terms and conditions for temporary employees:

All provisions of the collective bargaining agreement apply to Temporary employees except Article 6 Hours and Shifts, Article 8 Holidays, Article 9 Vacation, Article 12 Health and Welfare, Article 16 Seniority, Article 28 Job Sharing, Article 29 Flexible Schedules and Teleworking, Article 31 Clothing Allowance.

1. Temporary employees with less than one thousand forty (1040) continuous service hours are at-will. The employer reserves the right to terminate temporary employees at any time and for any reason, including lack of work, with or without cause. Temporary employees with more than one thousand forty (1040) continuous service hours will not receive disciplinary action without just cause and may process their grievance in accordance to Article 19.
2. Hours and Shifts: Work scheduled for temporary employees will be made based on availability. Notwithstanding needs that arise due to unforeseen circumstances, the employer shall endeavor to make weekly work schedules available at a minimum of ten (10) days in advance.

A temporary employee scheduled to work on a shift which begins after 1:59 p.m. shall receive \$1.35 per hour in addition to their regular hourly rate.

A temporary employee scheduled to work on a shift that begins after 9:59 p.m. shall receive \$1.45 per hour in addition to their regular hourly rate.

A temporary employee who reports to work when their shift has been cancelled and were not notified of their shift cancellation shall be paid a minimum of four (4) hours. Where the scheduled shift is less than four (4) hours in duration, however, the employee shall be paid for the hours scheduled.

3. Holidays: Temporary employees that work on a holiday will be compensated for hours worked at one and half (1.5) times their regular hourly rate. The observed holidays shall include:
 - a. New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
4. Health and Welfare: In order to comply with the Affordable Care Act, Prorated insurance will be available to temporary employees who work thirty (30) hours a week or more during a twelve (12) month measurement period. The premium share will be calculated based on the total cost of 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 Metro's portion for a full-time employee of \$900.

- An employee working 32 hours weekly average would pay $\$1,000 - (.8 \times \$900) = \$280.00$

- An employee working 30 hour weekly average would pay $(\$1,000 - (.75 \times \$900)) = \$375.00$
5. Recruitment: Temporary employees will be hired through the general Metro recruitment process, except for the community college program interns who may be appointed as Temporary employees following their internship. Temporary employees will be considered internal applicants for Metro recruitments.
 6. Clothing Allowance: The following items shall be made available to temporary employees for use during their working hours:
 - a. Hazardous Waste Technicians:
 - i. Personal protective equipment as need (e.g. OSHA Toes, respirator), two (2) t-shirts, one (1) sweatshirt and following five hundred and twenty (520) hours of employment one pair of safety shoes (reimbursed up to \$125) and prescription safety glasses as required.
 - b. Scale House Technicians:
 - i. Three (3) t-shirts, one (1) sweatshirt, one hat, and personal protective equipment as needed (e.g., safety vest)
 - c. Safety/Security Officers:
 - i. Two (2) pairs of pants, two (2) polo shirts, pepper spray, handcuffs, ASP baton, and one (1) multi-season jacket.
 - d. Program Assistant 1 – Zoo:
 - i. Those working in husbandry: three (3) tops (short or long sleeve), two (2) pairs of pants, one (1) hat and one (1) jacket.
Those working in a show capacity: two (2) polo shirts, a fleece vest, a jacket, and one (1) pair of pants. Program Assistant 1's working in husbandry shall have boots made available to them during their work shift.

Article 36: Term of Agreement

This Agreement shall remain in full force and effect from July 1, 2017 to June 30, 2020. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than sixty (60) days prior to the expiration of the subsequent anniversary date that it wishes to modify this Agreement for any reason.

Draft

Exhibit A: AFSCME Pay Schedule

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
01	6012*	Office Assistant	13.33	13.99	14.70	15.43	16.21	17.02	17.87	Hourly
	6003*	Visitor Services Worker III	27,729.31	29,108.35	30,572.26	32,099.81	33,712.22	35,409.50	37,170.43	Annual
02	0032*	Building Custodian – MRC	13.99	14.70	15.43	16.21	17.02	17.87	18.77	Hourly
			29,108.35	30,572.26	32,099.81	33,712.22	35,409.50	37,170.43	39,041.60	Annual
03	0050*	Printing/Mail Services Clerk	14.70	15.43	16.21	17.02	17.87	18.76	19.70	Hourly
			30,572.26	32,099.81	33,712.22	35,409.50	37,170.43	39,016.22	40,976.00	Annual
04	0037*	Accounting Technician I	15.43	16.21	17.02	17.87	18.76	19.71	20.69	Hourly
	0033*	Lead Building Custodian – MRC	32,099.81	33,712.22	35,409.50	37,170.43	39,016.22	40,989.31	43,035.20	Annual
05	6005*	Administrative Specialist I	16.21	17.02	17.87	18.76	19.71	20.69	21.72	Hourly
			33,712.22	35,409.50	37,170.43	39,016.22	40,989.31	43,026.05	45,177.60	Annual
06	0040*	Program Assistant I	17.02	17.87	18.76	19.71	20.69	21.72	22.81	Hourly
	6026*	Safety and Security Officer	35,409.50	37,170.43	39,016.22	40,989.31	43,026.05	45,168.86	47,444.80	Annual
	0013*	Scalehouse Technician								
07	0038*	Accounting Technician II	17.87	18.76	19.71	20.69	21.72	22.81	23.94	Hourly
	0006*	Food Service/Retail Specialist	37,170.43	39,016.22	40,989.31	43,026.05	45,168.86	47,438.98	49,795.20	Annual
	6020*	Payroll Technician								
	0330*	Planning Technician								
08	6006*	Administrative Specialist II	18.76	19.71	20.69	21.72	22.81	23.95	25.14	Hourly
	0015*	Facilities Maintenance Worker	39,016.22	40,989.31	43,026.05	45,168.86	47,438.98	49,815.17	52,291.20	Annual
	0051*	Printing/Mail Services Lead								
09	6007*	Administrative Specialist III	19.71	20.69	21.72	22.81	23.95	25.14	26.40	Hourly
	0014*	Lead Scalehouse Technician	40,989.31	43,026.05	45,168.86	47,438.98	49,815.17	52,297.44	54,912.00	Annual
	0042*	Program Assistant II								
10	0036*	Accounting Specialist	20.69	21.72	22.81	23.95	25.14	26.40	27.72	Hourly
	0005*	Storekeeper	43,026.05	45,168.86	47,438.98	49,815.17	52,297.44	54,907.01	57,657.60	Annual
11	6034*	Property Management Technician	21.72	22.81	23.95	25.14	26.40	27.72	29.11	Hourly
	6036*	Education Specialist I	45,168.86	47,438.98	49,815.17	52,297.44	54,907.01	57,665.09	60,548.80	Annual
	6030	Zoo Registrar								
12	6001*	Accountant I	22.81	23.95	25.14	26.40	27.72	29.11	30.57	Hourly
	6031*	Assistant Visual Communication Designer	47,438.98	49,815.17	52,297.44	54,907.01	57,665.09	60,550.46	63,585.60	Annual
	6016*	GIS Technician								
	0053*	Facilities Maintenance Technician								
	0055*	Landfill & Environmental Technician								
0052*	Metro Paint Operations Technician									
13	6008*	Administrative Specialist IV	23.95	25.14	26.40	27.72	29.11	30.57	32.10	Hourly
	0331*	Hazardous Waste Technician	49,815.17	52,297.44	54,907.01	57,665.09	60,550.46	63,584.35	66,768.00	Annual
	6018*	Payroll Specialist								
	6024*	Program Assistant III								
	0057*	Technical Specialist I								
14	0016*	Building Service Technician	25.14	26.40	27.72	29.11	30.57	32.11	33.71	Hourly

	6037*	Education Specialist II	52,297.44	54,907.01	57,665.09	60,550.46	63,584.35	66,787.97	70,116.80	Annual
	0059*	Technical Specialist II								
	0058*	Volunteer Coordinator I								
	0333*	Assistant Management Analyst								
	0338*	Assistant Public Affairs Specialist								
	6032	Associate Visual Communication Designer								
	0639	Video and Photography Technician								
15	0063*	Metro Paint Operations Specialist	26.40	27.72	29.11	30.57	32.11	33.71	35.39	Hourly
	0043*	Facilities Coordinator	54,907.01	57,665.09	60,550.46	63,584.35	66,787.97	70,118.88	73,611.20	Annual
	6002	Accountant II								
	0062	Systems Administrator I								
	0061	Systems Analyst I								
16	0332*	Hazardous Waste Specialist	27.72	29.11	30.57	32.11	33.71	35.39	37.17	Hourly
	0064*	Landfill & Environmental Specialist	57,665.09	60,550.46	63,584.35	66,787.97	70,118.88	73,619.52	77,313.60	Annual
	0306	Assistant Engineer								
	6009	Assistant GIS Specialist								
	0354	Assistant Regional Planner								
	0343	Assistant Solid Waste Planner								
	6011	Assistant Researcher & Modeler								
	0348	Assistant Transportation Planner								
	0334	Associate Management Analyst								
	0339	Associate Public Affairs Specialist								
	6038	Education Specialist III								
	0056	Records & Information Analyst								
	6033	Senior Visual Communication Designer								
	0065	Volunteer Coordinator II								
17	0067	Systems Administrator II	29.11	30.57	32.11	33.71	35.39	37.17	39.03	Hourly
	0066	Systems Analyst II	60,550.46	63,584.35	66,787.97	70,118.88	73,619.52	77,311.10	81,182.40	Annual
18	6004	Accountant III	30.57	32.11	33.71	35.39	37.17	39.04	40.99	Hourly
	0307	Associate Engineer	63,584.35	66,787.97	70,118.88	73,619.52	77,311.10	81,193.63	85,259.20	Annual
	6013	Associate GIS Specialist								
	6014	Associate Natural Resource Scientist								
	6015	Associate Transportation Modeler								
	0355	Associate Regional Planner								
	0344	Associate Solid Waste Planner								
	6015	Associate Researcher & Modeler								
	0349	Associate Transportation Planner								
	6025	Property Management Specialist								
	0335	Senior Management Analyst								
19	6040	Endocrinology Research Technician	32.11	33.71	35.39	37.17	39.04	40.98	43.04	Hourly
	6017	Investment Coordinator	66,787.97	70,118.88	73,619.52	77,311.10	81,193.63	85,245.89	89,523.20	Annual
	0340	Senior Public Affairs Specialist								
20	0476	Construction Coordinator	33.71	35.39	37.17	39.04	40.98	43.03	45.19	Hourly
	0068	Digital Media Specialist	70,118.88	73,619.52	77,311.10	81,193.63	85,245.89	89,510.30	93,995.20	Annual
	0365	Real Estate Negotiator								
	0070	Systems Administrator III								
	0069	Systems Analyst III								
21	6035	Lead Real Estate Negotiator	35.39	37.17	39.04	40.98	43.03	45.19	47.45	Hourly
	0308	Senior Engineer	73,619.52	77,311.10	81,193.63	85,245.89	89,510.30	93,986.88	98,696.00	Annual

	6027	Senior GIS Specialist									
	6028	Senior Natural Resource Scientist									
	0356	Senior Regional Planner									
	0345	Senior Solid Waste Planner									
	6029	Senior Researcher & Modeler									
	0350	Senior Transportation Planner									
	6039	Senior Real Estate Analyst									
22	6021	Principal GIS Specialist	37.17	39.04	40.98	43.03	45.19	47.45	49.82	Hourly	
	6022	Principal Natural Resource Scientist	77,311.10	81,193.63	85,245.89	89,510.30	93,986.88	98,696.83	103,625.60	Annual	
	0357	Principal Regional Planner									
	0346	Principal Solid Waste Planner									
	6023	Principal Researcher & Modeler									
	0351	Principal Transportation Planner									
	0072	Systems Administrator IV									
	0071	Systems Analyst IV									
	0077	Transportation Engineer									

Draft

Exhibit B: Utility Workers Pay Schedule

Pay Range	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
970	Event Custodian	13.96	14.42	14.88	15.34	15.80	16.43	17.09
952	Utility Worker	17.01	17.69	18.40	19.13	19.90	20.70	21.52
849	Utility Maintenance Technician	17.51	18.21	18.93	19.69	20.48	21.30	22.15
941	Utility Grounds Maintenance	18.66	19.41	20.18	20.99	21.83	22.70	23.61
961	Utility Lead	18.54	19.28	20.05	20.86	21.69	22.56	23.46
950	Utility Maintenance	20.59	21.42	22.27	23.16	24.09	25.05	26.06
962	Utility Maintenance Specialist	21.27	22.12	23.00	23.92	24.88	25.88	26.91
972	Utility Maintenance Lead	22.97	23.89	24.84	25.84	26.87	27.94	29.06

Draft

Exhibit C: Temporary Employees Pay Schedule

Pay Range	Job Code	Job Classification	Rate
101	2041	Zoo Program Assistant 1	16.95
102	2331	Hazardous Waste Technicians	18.53
103	2538	Safety/Security Officers	16.68
104	2013	Scale House Technicians	16.68

Draft

Signature Page

FOR METRO:

**FOR AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES LOCAL NO. 3580:**

By _____

By _____

By _____

By _____

By _____

By _____

By _____

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By _____

By _____

By _____

Date: _____

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying the collective bargaining agreement with the American Federation of State, County, and Municipal Employees Local 3580.

Resolution No. 17-27 **Presented by:** Ross Hume, Program Manager, Labor Relations and Employee Engagement

Date: August 2, 2017

Background and Analysis: The Metro-AFSCME Local 3580 collective bargaining agreement represents a contract of the terms and conditions of employment for approximately 340 employees currently represented by Local 3580. Effective upon ratification, employees represented by AFSCME Local 3580-1, representing utility workers, custodial, and maintenance employees at the Oregon Convention Center and Portland Expo Center, and four temporary employee classifications will be represented by AFSCME Local 3580.

The negotiations began on March 14, 2017 and a tentative agreement was reached on July 24, 2017. A vote for union ratification will be held in August 2017.

This resolution is submitted to ratify the contract between AFSCME Local 3580 and MERC/Metro for the period July 1, 2017 through June 30, 2020. This three-year agreement contains the following key economic provisions:

WAGE INCREASES:

- I. Employees Currently Represented by Local 3580
 - i. Employees will receive a negotiated wage increase instead of an annual Consumer Price Index (CPI) adjustment.
 - ii. Effective August 1, 2017, a 2.00% wage increase will be made to the wage schedule.
 - iii. Effective July 1, 2018, a 2.5% wage increase will be made to the wage schedule
 - iv. Effective July 1, 2019, a 2.5% wage increase will be made to the wage schedule.

- II. Employees Currently Represented by Local 3580-1 (Oregon Convention Center and Portland Expo Center)
 - i. A new seven step salary schedule will be implemented effective upon ratification of the agreement. Regular employees will be placed at step 5 of the salary schedule at their current rate of pay.
 - ii. Effective upon ratification, no wage increase will be made to the wage schedule. Employees will receive a one-time payment based on years of service (see Article 15).
 - iii. Effective July 1, 2018, no wage increase will be made to the wage schedule. Employees will be eligible for step advancement based on anniversary date. Anniversary Date will be established as the date of ratification of this agreement.
 - iv. Effective July 1, 2019, a 2.5% wage increase will be made to the wage schedule.

- III. Temporary Employees Currently Represented by Local 3580
 - i. Effective upon ratification, a 2.00% wage increase will be made to the wage schedule.
 - ii. Effective July 1, 2018, a 2.5% wage increase will be made to the wage schedule
 - iii. Effective July 1, 2019, a 2.5% wage increase will be made to the wage schedule.

HEALTH INSURANCE:

- I. Health Insurance Plan Design
 - i. Effective January 1, 2018 plan design will be implemented resulting in cost savings equal to approximately 2%.

VACATION:

- I. Vacation Accrual
 - i. Effective upon ratification, Oregon Convention Center and Portland Expo Center employees will follow the same vacation accrual schedules followed by other AFSCME Local 3580 employees.
 - ii. Part-time employees will be eligible for vacation accrual based on the criteria established in the collective bargaining agreement.

HOLIDAYS:

- I. Holidays
 - i. Effective upon ratification, Oregon Convention Center and Portland Expo Center employees will reduce from 24 hours of personal holiday leave to two (2) days of personal holiday leave.
 - ii. Part-time employees will be eligible for Holiday leave based on the criteria established in the collective bargaining agreement.

MAINTENANCE OF STANDARDS:

- I. Eliminate the maintenance of standards clause that existed in the 3580-1 agreement.

TERMS OF AGREEMENT:

- I. 3 year agreement effective upon ratification of the agreement through June 30, 2020.

SHORT RANGE FISCAL IMPACT: The costs of the collective bargaining agreement are within budgeted amounts.

LONG RANGE FISCAL IMPACT: The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

RECOMMENDATION: Staff recommends approval of Resolution 17-27 which states the Metropolitan Exposition and Recreation Commission approves ratification of the contract.

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

AUGUST

AS OF: 8/3/2017 11:40

		Tentative calendar for the month of				Tentative calendar for the month of				
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
ASCH				1	2	3	4	5		
KA										
NMK						POA Difficulty of Crossing a Field 7:30pm		POA Difficulty of Crossing a Field 7:30pm		
WIN							OCT Acting Academy 11:00am, 11:30am, 2:30pm, 3:00pm			
AHH					P'5 Ctrs for the Arts Noontime Showcase School of Rock 12pm Portland'5 Presents Music on Main Brassroots Mvmt 5pm		OCT Acting Academy 11:00am and 2:30pm BT			
OCC	EXPO			Admissions Staff Meeting					Hot Tub & Swimspa Indo Expo	
ASCH		6	7	8	9	10	11	12		
KA										
NMK								Float On Float Conference 9:00am		
WIN										
AHH					P'5 Ctrs for the Arts Noontime Showcase NE Plus Jass Orch 12pm Portland'5 Presents Music on Main Mz. Etta's Word 5pm			Float On Float Conference 9:00am BT 6:00am Main Street		
OCC	EXPO	Hot Tub & Swimspa Indo Expo					Antiques Roadshow OHSU	Antiques Roadshow	Antiques Roadshow	
ASCH		13	14	15	16	17	18	19		
KA			Monqui Bryan Ferry 8:00pm					Big Time Operator War on the Catwalk 8:00pm		
NMK		Float On Float Conference 9:00am								
WIN										
AHH		Float On Float Conference 9:00am BT 6:00am Main Street			P'5 Ctrs for the Arts Noontime Showcase Bourbon Jockey 12pm Portland'5 Presents Music on Main Paul Creighton Project 5pm					
OCC	EXPO	Signature Equipo Vision Just Between Friends	IAVCEI	IAVCEI NW Footwear Mats Show	NW Footwear Mats Show	IAVCEI NW Footwear Mats Show	IAVCEI NW Footwear Mats Show		BrickFest Live!	
ASCH		20	21	22	23	24	25	26		
KA				Portland'5 Presents Idina Menzel 8:00pm			Portland'5 Presents Los Tigres del Norte 8:00pm			
NMK										
WIN										
AHH					P'5 Ctrs for the Arts Noontime Showcase The Beat Goes On 12pm Portland'5 Presents Music on Main Dirty Revival 5pm					
OCC	EXPO	BrickFest Live!	Farwest Show	Farwest Show	Farwest Show OR Power and Love	Farwest Show OR Power and Love World Wide Group	Farwest Show OR Power and Love	OR Power and Love		
ASCH		27	28	29	30	31				
KA										
NMK										
WIN										
AHH					P'5 Ctrs for the Arts Noontime Showcase Smut City Jellyroll 12pm Portland'5 Presents Music on Main Life During Wartime 5pm					
OCC	EXPO			Cannabis Science Conf.	Cannabis Science Conf.					

NOTE: ALL LISTED EVENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE

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

September

AS OF: 8/3/2017 11:40

		Tentative calendar for the month of					Tentative calendar for the month of	
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ASCH								1 RIDC Imparables, El Show 9:00pm
KA								
NMK								
WIN								
AHH								
OCC	EXPO							La Femme Magnifique
ASCH		3	4	5	6	7	8	9
KA								
NMK								
WIN							PICA TBA Festival Dohee Lee 6:30pm	PICA TBA Festival Dohee Lee 6:30pm
AHH					Summer Arts on Main Marti Mendenhall 12:00pm Main Street Music on Main Kahulanui 5:00pm Main Street			
OCC	EXPO						Rose City Comic Con	Rose City Comic Con Gun Show
ASCH		OSO Special La La Land 2:00pm	11	OSO Presentation Donald Fagen 7:30pm	13	14	15	16
KA			True West Jason Isbell 8:00pm			Live Nation Evanescence 8:00pm		
NMK						Pixie Dust Productions Billy Elliot 7:30pm Open Rehearsal	Pixie Dust Productions Billy Elliot 7:30pm Open Rehearsal	Pixie Dust Productions Billy Elliot 7:30pm
WIN		PICA TBA Festival Morgan Bassichis 8:30pm	PICA TBA Festival Morgan Bassichis 6:30pm				PICA TBA Festival Dorothee Munyaneza 6:30pm	PICA TBA Festival Dorothee Munyaneza 6:30pm
AHH						PICA TBA Festival TBA Festival 8:30pm Brunish Theatre	PICA TBA Festival TBA Festival 8:30pm Brunish Theatre	PICA TBA Festival TBA Festival 8:30pm Brunish Theatre
OCC	EXPO	Rose City Comic Con Gun Show		State & Provincial Lotteries	State & Provincial Lotteries John Edward Group	State & Provincial Lotteries RV & Van Show	State & Provincial Lotteries NW Home Living/Junk Bonanza RV & Van Show	NW Home Living Show Junk Bonanza RV & Van Show
ASCH		17	18	OR Historical Soc Caroline Kennedy Schlossberg 7:00pm	20	21	22	23
KA			WME Entertainment The Together Tour 6:30pm				Live Nation Tom Jones 8:00pm	Massimo Gallotta Prod The Legend of Zelda 8:00pm
NMK		Pixie Dust Productions Billy Elliot 2:00pm				Pixie Dust Productions Billy Elliot 7:30pm	Pixie Dust Productions Billy Elliot 7:30pm	Pixie Dust Productions Billy Elliot 2:00pm and 7:30pm
WIN		PICA TBA Festival Dorothee Munyaneza 6:30pm						
AHH		PICA TBA Festival TBA Festival 4:30pm Brunish Theatre						
OCC	EXPO	NW Home Living Show Signature Equipo RV & Van Show	OR Health Care Assn	OR Health Care Assn		Lion Leadership Forum Multifamily NW	Lion Leadership Forum	Lion Leadership Forum 2B Party Tualatin
ASCH		OSO Classical #1 Beethoven 2:00pm	OSO Classical #1 Beethoven 7:30pm	OSO Special Angelique Kidjo 7:30pm	27	Square Peg Sturgill Simpson 8:00pm	Square Peg Sturgill Simpson 8:00pm	OSO Special Music of Led Zeppelin 7:30pm
KA								
NMK		Pixie Dust Productions Billy Elliot 2:00pm			Pixie Dust Productions Billy Elliot 7:30pm	Pixie Dust Productions Billy Elliot 7:30pm	Pixie Dust Productions Billy Elliot 7:30pm	Pixie Dust Productions Billy Elliot 2:00pm and 7:30pm
WIN		Educate Ya Modela Queen Look Pageant 6:00pm						
AHH						Stumptown Stages Phantom 7:30pm Brunish Theatre	Stumptown Stages Phantom 7:30pm Brunish Theatre	Stumptown Stages Phantom 2:00pm and 7:30pm Brunish Theatre
OCC	EXPO			Urban League of Ptd	Institute of Navigation Bravo! Live	Institute of Navigation Quilt Show	Institute of Navigation GWCO Quilt Show	GWCO Quilt Show

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