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# **MERC Commission Meeting**

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June 5, 2019  
12:30 pm

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Oregon Convention Center  
Room 150

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# Metro respects civil rights

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

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

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

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

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

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

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

ការអោយដឹងពីការគោរពសិទ្ធិរបស់អ្នក ការគោរពសិទ្ធិរបស់អ្នក ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិរបស់អ្នក Metro ឬដើម្បីទទួលបានការបណ្តឹងស្នើសុំសេវាបំប៉នសិទ្ធិរបស់អ្នក [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights)។ បើសិនជាអ្នកត្រូវការការបកប្រែភាសានៅពេលអង្គបុគ្គលិកស្តាប់ការសន្យាសន្យា 503-797-1890 (ម៉ោង 8 រឺក្នុងម៉ោង 5 ល្ងាច ថ្ងៃអាទិត្យ) ត្រូវតែស្នើសុំ ថ្ងៃអាទិត្យ មុនថ្ងៃអង្គការសន្យាសន្យាស្របតាមសំណើរបស់លោកអ្នក

إشعار بحقوق مدني من Metro الحقوق والمدنية للمزيد من المعلومات حول برنامج Metro للحقوق والمدنية أو لإبداء شكوى ضد تمييزي زجى زيارة الموقع الإلكتروني [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). إن كنت بحاجة إلى مساعدة في اللغة، ي ج ب ع ل ي ك الاتصال مقدم برقم الهاتف 503-797-1890 من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة قبل خمسة ( 5 ) أيام عمل من موعد الاجتماع.

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

Notificación de no discriminación de Metro Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Si necesita asistencia con el idioma, llame al 503-797-1890 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

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

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

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



Karis Stoudamire-Phillips  
Chair

John Erickson  
Vice chair

Deidra Krys-Rusoff  
Secretary-treasurer

Damien Hall

Ray Leary

Dañel Malán

Deanna Palm

## Metropolitan Exposition Recreation Commission

### Meeting Agenda

June 5, 2019

12:30 to 2:30 p.m.

Oregon Convention Center – Room 150

<b>12:30 p.m.</b>	<b>Call to Order and Roll Call</b>
<b>12:35</b>	<b>Citizen Communication</b>
<b>12:40</b>	<b>Commission / Council Liaison Communications</b>
<b>12:45</b>	<b>General Manager Communications</b> Scott Cruickshank
<b>12:50</b>	<b>Financial Report</b> Rachael Lembo
<b>12:55</b>	<b>Venue Business Reports</b> Craig Stroud, Matthew P. Rotchford, Robyn Williams
<b>1:15</b>	<b>Consent Agenda</b> <ul style="list-style-type: none"><li>Record of MERC Actions, May 1, 2019</li></ul>
<b>1:20</b>	<b>Action Agenda</b> <ul style="list-style-type: none"><li><b>Resolution 19-05 - For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2019-20.</b></li><li><b>Resolution 19-06 - For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IASTE) Local B-20.</b></li><li><b>Resolution 19-07 - For the purpose of ratifying the collective bargaining agreement with the International Longshore and Warehouse Union Local 28.</b></li><li><b>Resolution 19-08 - For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28 (Audio Visual at the Oregon Convention Center).</b></li></ul>
<b>1:50</b>	<b>Aramark Quarterly Report</b> Dave Woodman, Diane Marshall

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# **MERC Commission Meeting**

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June 5, 2019  
12:30 pm

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Financial Report

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APRIL 2019

## FINANCIAL INFORMATION

*For Management Purposes only*



**OREGON**

Oregon  
Convention  
Center



# Memo



**Metro**

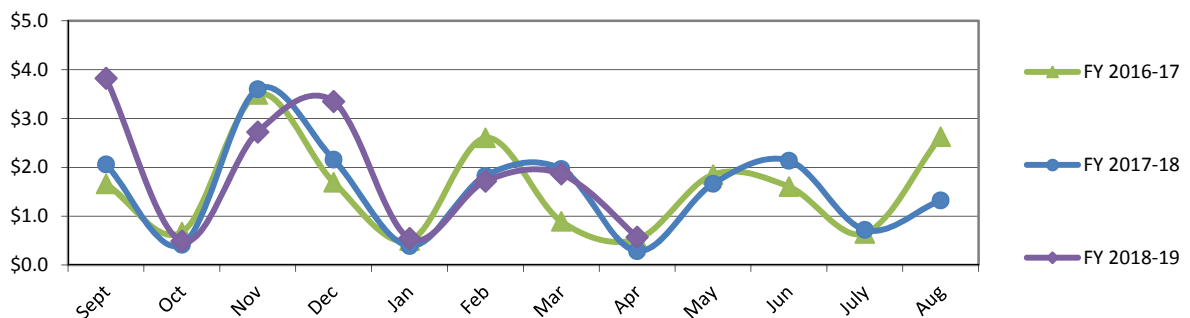
600 NE Grand Ave.  
Portland, OR 97232-2736

Date: June 5, 2019  
To: Commissioner Karis Stoudamire-Phillips, Chair  
Commissioner John Erickson, Vice Chair  
Commissioner Deidra Kryz-Rusoff, Secretary-Treasurer  
Commissioner Damien Hall  
Commissioner Ray Leary  
Commissioner Dañel Malán  
Commissioner Deanna Palm

From: Rachael Lembo – MERC Finance Manager  
Re: Financial Updates for April 2019

## Transient Lodging Tax

Total April collections were up \$85,000, 17%, from prior year.



Please note the chart below is Metro TLT Excise Tax receipts, not Total TLT Excise Tax receipts. Since this year the \$200k to RACC was funded in March, vs. April last year, Metro April receipts are up \$285k from the prior year. This offsets the prior month.

Metro TLT Excise Tax receipts	FY2017-18	FY2018-19	\$ Var	% Var
April	284,544	569,036	284,492	100%
YTD	12,699,989	15,078,959	2,378,970	19%

Year-to-date collections are up significantly, primarily due to receipts paid in September this year that were received in August in the prior fiscal year. If we adjust for those timing differences the YTD increase is 6%, a better indicator of the change in collections. The year-end estimate in the table below assumes a 5% increase in collections in the remaining four payments, and a shift of payments from August to September again this year.

Metro TLT Excise Tax receipts	Budget	Year-end Estimate	\$ Var	% Var
OCC Operations	11,644,428	11,633,858	(10,570)	0%
P5 Operations	1,425,443	1,372,911	(52,532)	-4%
OCC TLT Capital	6,345,457	6,385,505	40,048	1%
Expo TLT Capital	1,119,787	1,126,854	7,067	1%
	20,535,115	20,519,128	(15,987)	0%

## Upcoming Large Procurements

There are a number of upcoming large procurements related to capital projects at the MERC venues. Additional information is included at the end of the financial packet.

- Oregon Convention Center – Water heaters replacement
- Oregon Convention Center – Rain garden waterproofing
- Portland's Centers for the Arts – Arlene Schnitzer Concert Hall acoustical enhancements
- Portland's Centers for the Arts – Keller Auditorium chiller replacement
- Portland Expo Center – Hall E flat roof

## Capital Projects

The venues are busy with numerous capital projects, many of which are currently in construction and on track to be completed by the end of the fiscal year or this summer.

	Prior Year % Budget Spent	Current Year % Budget Spent	% Projects Contracting/ In Progress	% Projects Completed
OCC	41%	54%	38%	29%
P5	46%	33%	18%	18%
Expo	37%	54%	33%	33%

## Oregon Convention Center

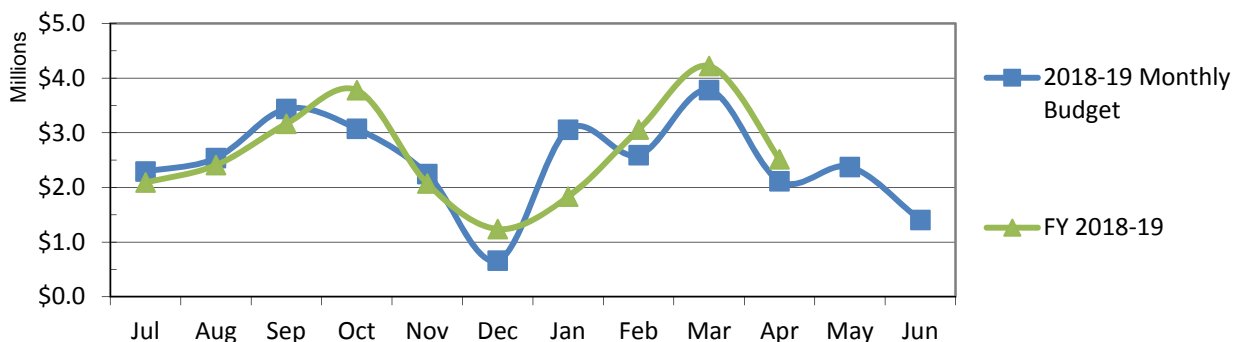
April event revenues were \$2.5 million, slightly above the monthly budget goal. Food and beverage maintained a strong margin, 28%, and has a YTD margin of 26%. Event revenues YTD are at 89% of the annual budget, and are expected to exceed budget by year-end. Operating expenses are at 77% of the annual budget, and savings are expected by year-end. Year-end net operations are estimated to be \$4.5 million.

	2018-19		3-year average		Food & Beverage		
	Events	Attendance	Events	Attendance	Revenue	Margin \$	Margin %
<b>Apr</b>	54	60,000	59	65,000	\$1,264,000	\$348,000	28%
<b>YTD</b>	409	570,000	472	550,000	14,283,000	3,712,000	26%
<b>Budget</b>					16,055,000	3,507,000	22%

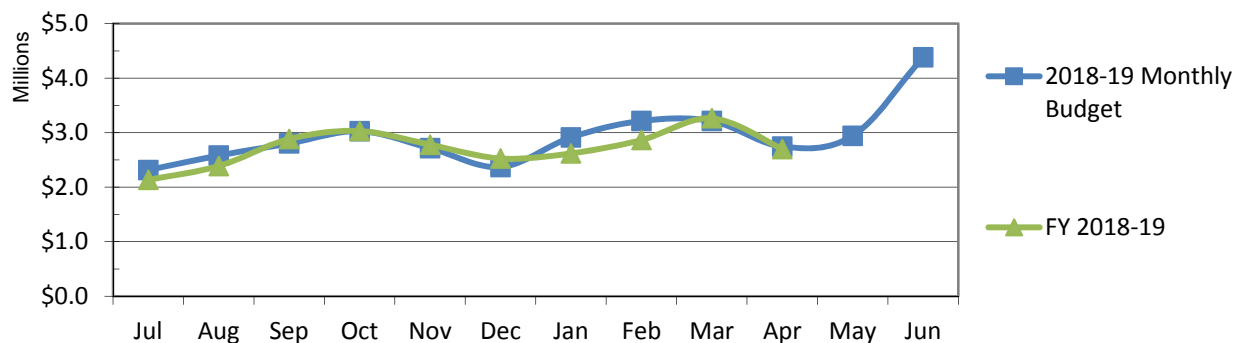
Highest Grossing Events	Current Month* Event Revenue	% of Event Revenue
Society of Gastroenterology Nurses and Associates	\$422,609	17%
Oregon Dental Association	346,547	14%
St. Mary's Academy Auction 2019	109,798	4%
Food Services of America's Customer Event	105,406	4%
All other Events	1,528,919	61%
<b>Total Event Revenues</b>	<b>\$2,513,279</b>	<b>100%</b>

\*Note: If an event spans multiple months only revenue from the current month is shown here.

### OCC Event Revenues: Charges for Services and Food & Beverage



### OCC Operating Expenses: Personnel, Materials & Services and Food & Beverage



## Portland's 5 Centers for the Arts

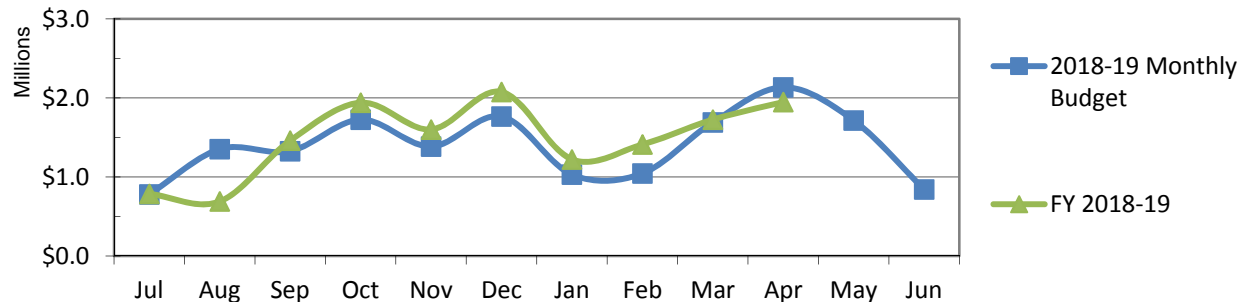
April event revenues were \$1.9 million, slightly below the monthly budget goal. Single ticket sales for Wicked, opening in July, had a large impact on April revenues and are a sign of a strong July to come. Food and beverage had revenue of \$350,000 and the highest margin this year at 45%. Event revenues YTD are at 88% of the annual budget, and are expected to reach the revenue goal by year-end. Operating expenses are at 80% of the annual budget, and savings are expected by year-end. Year-end net operations are estimated to be \$1.7 million.

	2018-19		3-year average		Food & Beverage		
	Events	Attendance	Events	Attendance	Revenue	Margin \$	Margin %
<b>Apr</b>	118	110,000	123	110,000	\$347,000	\$156,000	45%
<b>YTD</b>	808	785,000	811	800,000	3,004,000	923,000	31%
<b>Budget</b>					3,451,000	807,000	23%

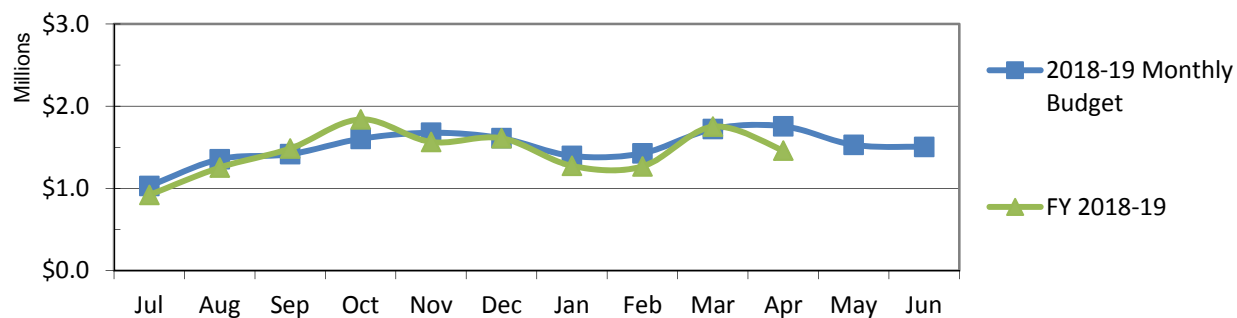
Highest Grossing Events	Current Month* Event Revenue	% of Event Revenue
Aladdin	\$327,395	17%
Shun Yun	216,628	11%
Wicked	161,931	8%
Tedx Portland	87,610	5%
All other Events	1,147,148	59%
<b>Total Event Revenues</b>	<b>\$1,940,712</b>	<b>100%</b>

\*Note: If an event spans multiple months only revenue from the current month is shown here.

### P5 Event Revenues: Charges for Services and Food & Beverage



### P5 Operating Expenses: Personnel, Materials & Services and Food & Beverage



## Portland Expo Center

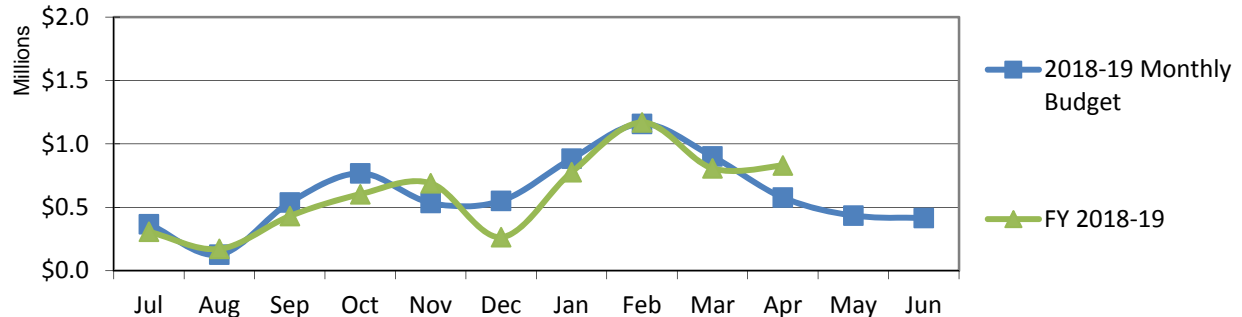
Expo had another busy month in April, with event revenues of over \$800,000. Food and beverage revenue was \$360,000, second only to February, and had the highest margin of the year at 38%. Event revenues YTD are at 83% of the annual budget. These revenues are not expected to reach the goal by year-end, primarily due to lower food and beverage revenues. Operating expenses are at 80% of the annual budget, and some savings are expected by year-end. A net operating deficit of \$275,000 is estimated at year-end.

	2018-19		3-year average			Food & Beverage		
	Events	Attendance	Events	Attendance		Revenue	Margin \$	Margin %
<b>Apr</b>	9	35,000	12	35,000	<b>Apr</b>	\$363,000	\$138,000	38%
<b>YTD</b>	99	370,000	93	350,000	<b>YTD</b>	1,871,000	240,000	13%
					<b>Budget</b>	2,503,000	511,000	20%

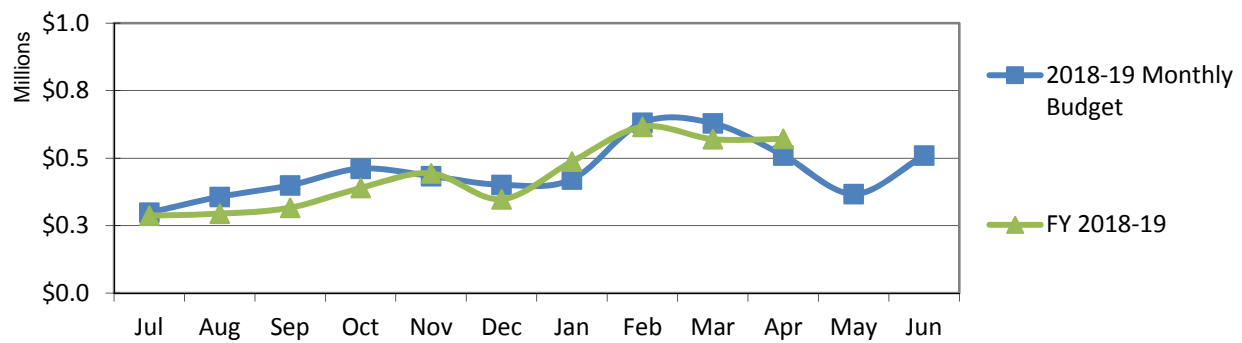
Highest Grossing Events	Current Month* Event Revenue	% of Event Revenue
2019 Portland Auto Swap Meet	\$302,912	37%
CEVA Volleyball Tournament	190,667	23%
KF Presented by PLA	89,301	11%
2019 Northwest Food Show	52,529	6%
All other Events	192,051	23%
<b>Total Event Revenues</b>	<b>\$806,089</b>	<b>100%</b>

\*Note: If an event spans multiple months only revenue from the current month is shown here.

### Expo Event Revenues: Charges for Services and Food & Beverage



### Expo Operating Expenses: Personnel, Materials & Services and Food & Beverage



# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Venues

April 2019

	Prior Year Month Actual	Current Month Actual	Prior Year to Date Actual	Current Year to Date Actuals	% of Prior Year to Date	Current Year Budget	% of Annual Budget
<b>Operations</b>							
Charges for Services	3,865,913	3,317,086	28,004,393	28,126,064	100.4%	31,605,196	89.0%
Food and Beverage Revenue	2,117,614	1,973,689	17,963,624	19,158,406	106.7%	22,008,213	87.1%
Local Government Shared Revenues	168,408	-	14,583,853	13,007,054	89.2%	16,123,536	80.7%
Contributions from Governments	888,823	-	888,823	923,843	103.9%	911,677	101.3%
Contributions from Private Sources	-	-	300,000	-	0.0%	125,000	0.0%
Grants	-	-	138,861	43,996	31.7%	-	-
Interest Earnings	108,302	86,627	654,586	955,273	145.9%	690,798	138.3%
Miscellaneous Revenue	30,089	11,112	148,423	119,953	80.8%	156,328	76.7%
Transfers-R	61,184	106,699	361,182	1,066,988	295.4%	1,280,389	83.3%
<b>Total Revenues</b>	<b>7,240,333</b>	<b>5,495,213</b>	<b>63,043,745</b>	<b>63,401,577</b>	<b>100.6%</b>	<b>72,901,137</b>	<b>87.0%</b>
Personnel Services	1,890,716	1,798,709	17,832,494	17,622,290	98.8%	23,137,224	76.2%
Materials and Services	1,591,893	1,662,577	16,596,079	14,816,946	89.3%	19,461,262	76.1%
Food & Beverage Services	1,413,268	1,332,694	13,833,265	14,284,144	103.3%	17,183,517	83.1%
Management Fee	259,911	195,093	2,174,847	1,950,925	89.7%	2,341,110	83.3%
Transfers-E	384,096	486,412	4,759,910	6,520,031	137.0%	7,606,244	85.7%
<b>Total Expenditures</b>	<b>5,539,884</b>	<b>5,475,484</b>	<b>55,196,595</b>	<b>55,194,335</b>	<b>100.0%</b>	<b>69,729,357</b>	<b>79.2%</b>
<b>Net Operations</b>	<b>1,700,449</b>	<b>19,729</b>	<b>7,847,150</b>	<b>8,207,242</b>		<b>3,171,780</b>	
Food & Beverage Margin \$	704,346	640,995	4,130,359	4,874,263		4,824,696	
Food & Beverage Margin %	33%	32%	23%	25%		22%	
<b>Capital</b>							
Total Revenues	166,136	569,036	14,712,177	3,340,780	22.7%	11,327,745	29.5%
Total Expenditures	711,852	4,369,828	6,301,527	24,226,670	384.5%	47,074,237	51.5%
<b>Net Capital</b>	<b>(545,716)</b>	<b>(3,800,793)</b>	<b>8,410,650</b>	<b>(20,885,890)</b>		<b>(35,746,492)</b>	
<b>Change in Fund Balance</b>	<b>1,154,733</b>	<b>(3,781,064)</b>	<b>16,257,800</b>	<b>(12,678,648)</b>		<b>(32,574,712)</b>	
<b>Ending Fund Balance</b>			<b>74,681,640</b>	<b>49,134,421</b>			

Note: Prior year revenues previously subject to excise tax have been adjusted to reflect gross revenue, not net of excise tax. A comparable Management Fee has been included in Materials and Services.

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Oregon Convention Center

April 2019

	Prior Year Month Actual	Current Month Actual	Prior Year to Date Actual	Current Year to Date Actuals	% of Prior Year to Date	Current Year Budget	% of Annual Budget
<b>Operations</b>							
Charges for Services	1,576,948	1,248,932	11,928,937	12,092,699	101.4%	13,507,270	89.5%
Food and Beverage Revenue	1,340,658	1,264,183	12,670,677	14,282,675	112.7%	16,054,616	89.0%
Local Government Shared Revenues	149,796	-	13,193,132	11,634,142	88.2%	13,976,553	83.2%
Contributions from Private Sources	-	-	300,000	-	0.0%	-	-
Grants	-	-	88,861	43,996	49.5%	-	-
Interest Earnings	46,147	47,758	287,640	545,051	189.5%	300,000	181.7%
Miscellaneous Revenue	3,894	2,560	53,005	58,229	109.9%	28,828	202.0%
Transfers-R	(50,309)	-	(753,753)	-	0.0%	-	-
<b>Total Revenues</b>	<b>3,067,134</b>	<b>2,563,434</b>	<b>37,768,499</b>	<b>38,656,792</b>	<b>102.4%</b>	<b>43,867,267</b>	<b>88.1%</b>
Personnel Services	924,390	891,191	9,165,341	9,140,308	99.7%	11,973,782	76.3%
Materials and Services	767,427	890,891	9,116,526	7,474,739	82.0%	10,698,912	69.9%
Food & Beverage Services	891,539	916,436	9,900,088	10,570,892	106.8%	12,547,299	84.2%
Capital Outlay	-	-	18,911	-	0.0%	-	-
Management Fee	203,554	156,487	1,716,252	1,564,867	91.2%	1,877,840	83.3%
Transfers-E	219,750	285,426	2,197,500	3,574,207	162.6%	4,170,065	85.7%
<b>Total Expenditures</b>	<b>3,006,660</b>	<b>3,140,430</b>	<b>32,114,618</b>	<b>32,325,013</b>	<b>100.7%</b>	<b>41,267,898</b>	<b>78.3%</b>
<b>Net Operations</b>	<b>60,474</b>	<b>(576,995)</b>	<b>5,653,881</b>	<b>6,331,779</b>		<b>2,599,369</b>	
Food & Beverage Margin \$	449,119	347,747	2,770,589	3,711,783		3,507,317	
Food & Beverage Margin %	33%	28%	22%	26%		22%	
<b>Capital</b>							
Total Revenues	98,716	483,680	12,368,648	2,263,585	18.3%	6,903,270	32.8%
Total Expenditures	487,845	4,256,109	2,965,718	21,163,775	713.6%	39,261,690	53.9%
<b>Net Capital</b>	<b>(389,129)</b>	<b>(3,772,428)</b>	<b>9,402,930</b>	<b>(18,900,190)</b>		<b>(32,358,420)</b>	
<b>Change in Fund Balance</b>	<b>(328,655)</b>	<b>(4,349,424)</b>	<b>15,056,811</b>	<b>(12,568,411)</b>		<b>(29,759,051)</b>	
<b>Ending Fund Balance</b>			<b>40,081,049</b>	<b>27,295,946</b>			

Note: Prior year revenues previously subject to excise tax have been adjusted to reflect gross revenue, not net of excise tax. A comparable Management Fee has been included in Materials and Services.



# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts

April 2019

	Prior Year Month Actual	Current Month Actual	Prior Year to Date Actual	Current Year to Date Actuals	% of Prior Year to Date	Current Year Budget	% of Annual Budget
<b>Operations</b>							
Charges for Services	1,845,382	1,601,006	11,805,347	11,855,881	100.4%	13,346,980	88.8%
Food and Beverage Revenue	412,751	346,550	2,989,868	3,004,232	100.5%	3,450,895	87.1%
Local Government Shared Revenues	18,612	-	1,390,721	1,372,912	98.7%	2,146,983	63.9%
Contributions from Governments	888,823	-	888,823	923,843	103.9%	911,677	101.3%
Contributions from Private Sources	-	-	-	-		125,000	0.0%
Interest Earnings	49,798	24,754	226,914	270,220	119.1%	225,000	120.1%
Miscellaneous Revenue	16,938	5,876	58,758	23,168	39.4%	89,000	26.0%
Transfers-R	(40,519)	-	(405,188)	-	0.0%	-	
<b>Total Revenues</b>	<b>3,191,785</b>	<b>1,978,186</b>	<b>16,955,243</b>	<b>17,450,255</b>	<b>102.9%</b>	<b>20,295,535</b>	<b>86.0%</b>
Personnel Services	705,278	705,466	6,236,968	6,455,280	103.5%	8,488,561	76.0%
Materials and Services	675,310	564,494	5,851,123	5,898,506	100.8%	6,901,417	85.5%
Food & Beverage Services	297,641	190,881	2,163,595	2,081,331	96.2%	2,644,320	78.7%
Transfers-E	110,177	137,260	1,101,770	1,372,603	124.6%	1,647,114	83.3%
<b>Total Expenditures</b>	<b>1,788,406</b>	<b>1,598,101</b>	<b>15,353,456</b>	<b>15,807,719</b>	<b>103.0%</b>	<b>19,681,412</b>	<b>80.3%</b>
<b>Net Operations</b>	<b>1,403,379</b>	<b>380,085</b>	<b>1,601,787</b>	<b>1,642,536</b>		<b>614,123</b>	
Food & Beverage Margin \$	115,110	155,668	826,273	922,901		806,575	
Food & Beverage Margin %	28%	45%	28%	31%		23%	
<b>Capital</b>							
Total Revenues	-	-	48,290	642,795	1331.1%	3,067,813	21.0%
Total Expenditures	223,577	57,353	2,113,312	2,031,862	96.1%	5,944,367	34.2%
<b>Net Capital</b>	<b>(223,577)</b>	<b>(57,353)</b>	<b>(2,065,022)</b>	<b>(1,389,066)</b>		<b>(2,876,554)</b>	
<b>Change in Fund Balance</b>	<b>1,179,802</b>	<b>322,732</b>	<b>(463,235)</b>	<b>253,470</b>		<b>(2,262,431)</b>	
<b>Ending Fund Balance</b>			<b>12,420,762</b>	<b>12,358,315</b>			

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland Expo Center

April 2019

	Prior Year Month Actual	Current Month Actual	Prior Year to Date Actual	Current Year to Date Actuals	% of Prior Year to Date	Current Year Budget	% of Annual Budget
<b>Operations</b>							
Charges for Services	443,584	467,147	4,270,109	4,177,484	97.8%	4,750,946	87.9%
Food and Beverage Revenue	364,205	362,956	2,303,079	1,871,500	81.3%	2,502,702	74.8%
Interest Earnings	3,997	4,159	24,454	43,397	177.5%	35,000	124.0%
Miscellaneous Revenue	9,257	2,676	36,660	38,556	105.2%	38,500	100.1%
Transfers-R	33,333	33,333	333,330	333,330	100.0%	400,000	83.3%
<b>Total Revenues</b>	<b>854,375</b>	<b>870,271</b>	<b>6,967,631</b>	<b>6,464,267</b>	<b>92.8%</b>	<b>7,727,148</b>	<b>83.7%</b>
Personnel Services	160,033	147,299	1,580,302	1,463,023	92.6%	1,953,278	74.9%
Materials and Services	121,454	199,021	1,296,950	1,230,395	94.9%	1,475,736	83.4%
Food & Beverage Services	224,088	225,377	1,769,582	1,631,921	92.2%	1,991,898	81.9%
Management Fee	56,357	38,606	458,594	386,058	84.2%	463,270	83.3%
Transfers-E	53,984	57,814	1,453,290	1,511,965	104.0%	1,715,798	88.1%
<b>Total Expenditures</b>	<b>615,916</b>	<b>668,117</b>	<b>6,558,718</b>	<b>6,223,362</b>	<b>94.9%</b>	<b>7,599,980</b>	<b>81.9%</b>
<b>Net Operations</b>	<b>238,459</b>	<b>202,155</b>	<b>408,913</b>	<b>240,905</b>		<b>127,168</b>	
Food & Beverage Margin \$	140,117	137,579	533,497	239,578		510,804	
Food & Beverage Margin %	38%	38%	23%	13%		20%	
<b>Capital</b>							
Total Revenues	67,420	85,355	2,295,239	434,399	18.9%	1,356,662	32.0%
Total Expenditures	430	56,367	1,222,497	1,031,033	84.3%	1,868,180	55.2%
<b>Net Capital</b>	<b>66,990</b>	<b>28,988</b>	<b>1,072,742</b>	<b>(596,633)</b>		<b>(511,518)</b>	
<b>Change in Fund Balance</b>	<b>305,449</b>	<b>231,143</b>	<b>1,481,655</b>	<b>(355,729)</b>		<b>(384,350)</b>	
<b>Ending Fund Balance</b>			<b>3,423,601</b>	<b>2,883,463</b>			

Note: Prior year revenues previously subject to excise tax have been adjusted to reflect gross revenue, not net of excise tax. A comparable Management Fee has been included in Materials and Services.

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Administration

April 2019

	Prior Year Month Actual	Current Month Actual	Prior Year to Date Actual	Current Year to Date Actuals	% of Prior Year to Date	Current Year Budget	% of Annual Budget
<b>Operations</b>							
Grants	-		50,000				
Interest Earnings	8,360	9,956	115,578	96,605	83.6%	130,798	73.9%
Transfers-R	118,679	73,366	1,186,793	733,658	61.8%	880,389	83.3%
<b>Total Revenues</b>	<b>127,039</b>	<b>83,322</b>	<b>1,352,371</b>	<b>830,262</b>	<b>61.4%</b>	<b>1,011,187</b>	<b>82.1%</b>
Personnel Services	101,015	54,754	849,883	563,679	66.3%	721,603	78.1%
Materials and Services	27,702	8,172	331,480	213,306	64.3%	385,197	55.4%
Capital Outlay	-	6,214	-	6,214		-	
Transfers-E	185	5,912	7,350	61,256	833.4%	73,267	83.6%
<b>Total Expenditures</b>	<b>128,902</b>	<b>75,051</b>	<b>1,188,713</b>	<b>844,454</b>	<b>71.0%</b>	<b>1,180,067</b>	<b>71.6%</b>
<b>Net Operations</b>	<b>(1,863)</b>	<b>8,271</b>	<b>163,658</b>	<b>(14,192)</b>		<b>(168,880)</b>	
<b>Capital</b>							
Total Revenues	-	-	(14,137,500)	-			
<b>Change in Fund Balance</b>	<b>(1,863)</b>	<b>8,271</b>	<b>(13,973,842)</b>	<b>(14,192)</b>		<b>(168,880)</b>	
<b>Ending Fund Balance</b>			<b>4,599,817</b>	<b>6,590,483</b>			

## MERC Food and Beverage Margins

April 2019

	Prior Year Month Actual	Current Month Actual	Prior Year to Date Actual	Current Year to Date	Annual Budget
<b>Convention Center Operating Fund</b>					
Food and Beverage Revenue	1,340,658	1,264,183	12,670,677	14,282,675	16,054,616
Food & Beverage Services	891,539	916,436	9,900,088	10,570,892	12,547,299
Food and Beverage Gross Margin	449,119	347,747	2,770,589	3,711,783	3,507,317
Food and Beverage Gross Margin %	33.50%	27.51%	21.87%	25.99%	21.85%
<b>Portland's Centers for the Arts Fund</b>					
Food and Beverage Revenue	412,751	346,550	2,989,868	3,004,232	3,450,895
Food & Beverage Services	297,641	190,881	2,163,595	2,081,331	2,644,320
Food and Beverage Gross Margin	115,110	155,668	826,273	922,901	806,575
Food and Beverage Gross Margin %	27.89%	44.92%	27.64%	30.72%	23.37%
<b>Expo Fund</b>					
Food and Beverage Revenue	364,205	362,956	2,303,079	1,871,500	2,502,702
Food & Beverage Services	224,088	225,377	1,769,582	1,631,921	1,991,898
Food and Beverage Gross Margin	140,117	137,579	533,497	239,578	510,804
Food and Beverage Gross Margin %	38.47%	37.91%	23.16%	12.80%	20.41%
<b>MERC Fund Total</b>					
Food and Beverage Revenue	2,117,614	1,973,689	17,963,624	19,158,406	22,008,213
Food & Beverage Services	1,413,268	1,332,694	13,833,265	14,284,144	17,183,517
Food and Beverage Gross Margin	704,346	640,995	4,130,359	4,874,263	4,824,696
Food and Beverage Gross Margin %	33.26%	32.48%	22.99%	25.44%	21.92%

Note: Prior year revenues previously subject to excise tax have been adjusted to reflect gross revenue, not net of excise tax. A comparable Management Fee has been included in Materials and Services.

**MERC Visitor Venues**  
**Events-Performances-Attendance**  
**FY 2018-19**

	April 2016		April 2017		April 2018		April 2019		Net Change from Prior Year		April 2019	
OCC	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	5	10,028	5	19,499	8	12,456	8	16,724	-	4,268	1,066,306	48%
Consumer Public Shows	9	35,726	4	23,953	9	51,307	7	30,394	(2)	(20,913)	324,643	15%
Miscellaneous									-	-	4,508	0%
Miscellaneous -In-House	13	351	26	1,119	12	531	9	146	(3)	(385)	1,683	0%
Meetings	23	14,183	17	9,382	19	8,307	18	4,432	(1)	(3,875)	194,943	9%
Catering	11	4,820	8	4,510	9	4,455	12	7,636	3	3,181	628,139	28%
<b>Totals</b>	<b>61</b>	<b>65,108</b>	<b>60</b>	<b>58,463</b>	<b>57</b>	<b>77,056</b>	<b>54</b>	<b>59,332</b>	<b>(3)</b>	<b>(17,724)</b>	<b>\$ 2,220,222</b>	<b>100%</b>

	April 2016		April 2017		April 2018		April 2019		Net Change from Prior Year		April 2019	
Expo Center	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	7	32,358	5	27,939	5	27,935	5	25,650	-	(2,285)	661,103	81%
<i>Cirque Du Soleil</i>	-	-	-	-	-	-	-	-	-	-	-	0%
Miscellaneous	2	2,205	1	20	1	-	-	-	(1)	-	1,645	0%
Meetings	1	30	3	570	1	30	1	46	-	16	16,013	2%
Catering	-	-	-	-	-	-	-	-	-	-	-	0%
Tradeshows/Conventions	2	1,281	3	4,310	4	9,327	3	7,976	(1)	(1,351)	142,436	17%
<b>Totals</b>	<b>12</b>	<b>35,874</b>	<b>12</b>	<b>32,839</b>	<b>11</b>	<b>37,292</b>	<b>9</b>	<b>33,672</b>	<b>(2)</b>	<b>(3,620)</b>	<b>\$ 821,197</b>	<b>100%</b>
<b>Totals w/Cirque du Soleil</b>	<b>12</b>	<b>35,874</b>	<b>12</b>	<b>32,839</b>	<b>11</b>	<b>37,292</b>	<b>9</b>	<b>33,672</b>	<b>(2)</b>	<b>(3,620)</b>	<b>\$ 821,197</b>	<b>100%</b>

	April 2016		April 2017		April 2018		April 2019		Net Change from Prior Year		April 2019	
Portland '5	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	6	13,131	6	13,727	8	17,562	8	17,228	-	(334)	525,020	28%
Broadway	8	21,414	8	12,715	10	29,236	8	20,904	(2)	(8,332)	498,102	26%
Resident Company	39	28,858	39	29,370	42	27,703	34	23,163	(8)	(4,540)	225,571	12%
Non-Profit	35	22,128	25	23,537	18	15,204	32	30,921	14	15,717	564,295	30%
Promoted/ Co-Promoted	4	3,069	6	4,985	4	3,332	3	1,052	(1)	(2,280)	32,986	2%
Student	36	14,183	41	26,245	32	17,287	32	17,158	-	(129)	3,903	0%
Miscellaneous	-	-	-	-	1	136	1	25	-	(111)	52,805	3%
<b>Totals</b>	<b>128</b>	<b>102,783</b>	<b>125</b>	<b>110,579</b>	<b>115</b>	<b>110,460</b>	<b>118</b>	<b>110,451</b>	<b>3</b>	<b>(9)</b>	<b>\$ 1,902,682</b>	<b>100%</b>

## OCC Capital Project Status Report FY 2018-19

**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** - substantially complete

Project Title	Management	Phase	Budget	Actual	Remaining
Plaza, Entries and Interior Renovations	cPMO	Construction	29,030,000	16,546,177	12,483,823
Cooling System Rplcmnt	cPMO	In Progress	2,900,000	1,543,126	1,356,874
Lighting Control System	cPMO	In Progress	2,255,000	1,322,829	932,171
Chair Replacement	Venue	In Progress	1,300,000	-	1,300,000
Orbit Café Improvements	cPMO	Design	793,000	174,193	618,807
Waterproofing: Tower/Crown Glazing	cPMO	Contracting	500,000	10,841	489,160
Elevator Upgrades	Venue	Complete	375,000	317,402	57,598
Integrated Door Access Controls	cPMO	In Progress	306,000	138,417	167,583
Exterior Waterproofing	cPMO	Complete	250,000	174,302	75,698
Portable Ticketing Kiosks Purchase	Venue	On hold	250,000	-	250,000
Dragon Café HVAC & Space Mods	cPMO	Design	275,000	60,264	214,736
Staff Support Area	cPMO	Design	80,000	-	80,000
Rain Garden Updates	Venue	On hold	80,000	-	80,000
Key Management System Upgrade	Venue	On hold	75,000	-	75,000
Parking Pay on Foot Stations	Venue	Cancelled	29,000	-	29,000
Water Heater Replacement	cPMO	In Progress	50,000	12,165	37,835
A/V Equipment	Venue	Complete	150,000	139,340	10,660
WiFi & Show Network Upgrades	Venue	Complete	120,000	25,499	94,501
Alerton Upgrades	Venue	In Progress	60,000	30,325	29,675
<i>Costs related to projects budgeted in FY17-18</i>					-
Point of Sale	IS	Complete	-	160,589	(160,589)
CCTV Replacement ( R & R)	cPMO	Complete	-	183,995	(183,995)
<b>Total</b>			<b>38,878,000</b>	<b>20,839,461</b>	<b>18,038,539</b>
<b>% of Budget</b>				<b>54%</b>	<b>46%</b>

Project Phase Totals	# of Proj	% of Total
Projects in Planning or Design phases	3	14%
Projects in Contracting or Construction/In Progress phases	8	38%
Completed Projects	6	29%
On-hold or Cancelled Projects	4	19%
	<hr/> 21	

## P5 Capital Project Status Report FY 2018-19

**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** - substantially complete

Project Title	Management	Phase	Budget	Actual	Remaining
ASCH Acoustical Enhancements	cPMO	Contracting	2,195,000	102,092	2,092,908
AHH Roof	cPMO	In Progress	897,000	142,749	754,251
Keller Electrical Infrastructure Update	Venue	Complete	760,000	1,079,389	(319,389)
KA Generator Fuel Storage	Venue	Design	350,000	6,686	343,315
Keller café	Venue	Design	350,000	14,973	335,027
ASCH Piano Replacement	Venue	Planning	200,000	-	200,000
Newmark Main Speakers	Venue	Design	200,000	-	200,000
KA Camera/Security System	cPMO	In Progress	200,000	33,910	166,090
Newmark Piano Replacement	Venue	Planning	150,000	-	150,000
Voice over Internet Protocol (VoIP)	IS	Complete	110,000	119,895	(9,895)
KA Fall Arrest	Venue	On hold	100,000	-	100,000
ASCH FOH Elevators Overhaul	cPMO	Complete	60,000	113,397	(53,397)
ASCH Broadway and Park Marquees	cPMO	On hold	50,000	19,813	30,187
ASCH BOH Elevators Overhaul	cPMO	Complete	80,000	117,104	(37,104)
AHH/ASCH/Keller ADA signage	Venue	Design	30,000	-	30,000
ASCH Roof Drains	cPMO	Cancelled	-	-	-
Portable Concession Kiosks	Venue	Cancelled	-	-	-
ASCH Chamber Lighting	cPMO	Cancelled	-	-	-
ArtBar/Lobby Furniture Replacement	Venue	Cancelled	-	-	-
ASCH Cooling Airflow Study	cPMO	Cancelled	-	-	-
AHH Stage door area rebuild	cPMO	Cancelled	-	-	-
<i>Costs related to projects budgeted in FY17-18</i>					-
Point of Sale	IS	In Progress	-	144,370	(144,370)
<b>Total</b>			<b>5,732,000</b>	<b>1,894,378</b>	<b>3,837,622</b>
<b>% of Budget</b>				<b>33%</b>	<b>67%</b>

Project Phase Totals	# of Proj	% of Total
Projects in Planning or Design phases	6	27%
Projects in Contracting or Construction/In Progress phases	4	18%
Completed Projects	4	18%
On-hold or Cancelled Projects	8	36%
	<u>22</u>	

## Expo Capital Project Status Report FY 2018-19

**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** - substantially complete

Project Title	Management	Phase	Budget	Actual	Remaining
Hall C Refurbishment	cPMO	Cancelled	300,000	-	300,000
Lower Parking lot 1 Improvements	cPMO	Design	200,000	-	200,000
Voice over Internet Protocol (VoIP)	IS	Complete	198,000	199,784	(1,784)
Show Net	IS	Complete	165,000	83,446	81,554
Security Cameras / Access Controls	cPMO	Complete	157,138	115,598	41,540
Lighting Control review/install - Halls ABCDE	cPMO	Planning	150,000	8,775	141,225
Hall E Flat Roof	cPMO	Planning	150,000	-	150,000
Halls ABCDE HVAC Controls Replacement	Venue	Contracting	60,000	-	60,000
Parking Lot Asphalt Maintenance - 2019	cPMO	In Progress	60,000	-	60,000
Security Gates and Fencing	cPMO	In Progress	42,000	38,586	3,414
UP4 New Storage Building	cPMO	Cancelled	15,000	-	15,000
Expo Website Update	Venue	Delayed	40,000	-	40,000
Facility Wide Door review / install / security	Venue	In Progress	20,000	-	20,000
Hall A Carpet Paint	Venue	In Progress	10,000	-	10,000
Hall C Roof Recoat	cPMO	Cancelled	-	-	-
<b>Costs related to projects budgeted in FY17-18</b>					
Connector Glass Door	cPMO	Complete	-	111,749	(111,749)
Halls D & E Roof Replacement (R&R)	cPMO	Complete	-	46,562	(46,562)
PGE Upgrades	cPMO	Complete	-	128,551	(128,551)
Aramark Point of Sale System Replacement	IS	In Progress	-	105,747	(105,747)
<b>Total</b>			<b>1,567,138</b>	<b>838,797</b>	<b>728,341</b>
<b>% of Budget</b>				<b>54%</b>	<b>46%</b>

Project Phase Totals	# of Proj	% of Total
Projects in Planning or Design phases	3	17%
Projects in Contracting or Construction/In Progress phases	6	33%
Completed Projects	6	33%
On-hold or Cancelled Projects	3	17%
	<u>18</u>	



## Upcoming Large Contract Opportunities

Opportunity: OCC Water Heaters Replacement

Estimated Value: \$315,000

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- 1) Replace all existing electric water heaters with gas water heaters that serve restroom sinks in the facility. Completion of this project will also provide redundancy in all locations, improve energy efficiency and hot water recovery times during heavy event use. Key project aspects include:
  - a. Installation of new natural gas fired insta-hot water heaters
  - b. Installation of new controls enabling system to be managed from the Building Automation System
  - c. Installation of gas piping
- 2) This work will be procured via formal Invitation to Bid (ITB) with a public improvement contract awarded at the conclusion. The contract period is expected to be through 3/30/2020, and the estimated value is \$315,000.
- 3) The current proposed timeline includes:
  - a. Apr 2019 – Draft ITB
  - b. June 2019 – Publish ITB and Advertise
  - c. July 2019 – Contract awarded
- 4) Advertisement and Outreach:
  - a. Advertisement
    - i. Metro Procurement Services will post the ITB on the Oregon Procurement Information Network (ORPIN), and will advertise in Portland Tribune and one minority paper.
  - b. Planned Outreach
    - i. Direct notification of the opportunity to organizations, including:
      - 1) Oregon Association of Minority Entrepreneurs (OAME); and
      - 2) National Association of Minority Contractors (NAMC)
    - ii. Direct notification of the opportunity to firms on Oregon's Certification Office for Business Inclusion and Diversity (COBID) registry, including:
      - 1) Minority Business Enterprise (MBE);
      - 2) Women Business Enterprise (WBE);
      - 3) Service Disabled Veteran (SDV); and
      - 4) Emerging Small Business (ESB)
    - iii. Direct notification to firms who have contacted Metro in the last 12 months and notified of their interest in providing these services.
    - iv. Pre-bid conference with Subcontractor Equity Program presentation
- 5) Bids received will be evaluated for bid submittal requirements, including Subcontractor Equity Program procedures. The award is based on lowest responsive, responsible bid.

## Upcoming Large Contract Opportunities

Opportunity: OCC Waterproofing: Rain Garden Updates Building & Landscape

Estimated Value: \$330,000

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- 1) Repair areas of water intrusion to the building near the Rain Garden that were identified in Facilities Condition Assessment, and landscape improvements along the back wall of the Rain Garden. Key project aspects include:
  - a. Removal of waterproofing and brick within specific areas and;
  - b. Replace waterproofing and brick within those same areas
  - c. Removal of Incense Cedar trees and;
  - d. Replace with Thuja plicata 'Fastigiata' Cedar trees
- 2) This work will be procured via formal Invitation to Bid (ITB) with a public improvement contract awarded at the conclusion. The contract period is expected to be through 6/30/2020, and the estimated value is \$330,000.
- 3) The current proposed timeline includes:
  - a. June 2019 – Draft ITB
  - b. July 2019 – Publish ITB and Advertise
  - c. August 2019 – Contract awarded
- 4) Advertisement and Outreach:
  - a. Advertisement
    - i. Metro Procurement Services will post the ITB on the Oregon Procurement Information Network (ORPIN), and will advertise in Portland Tribune and one minority paper.
  - b. Planned Outreach
    - i. Direct notification of the opportunity to organizations, including:
      - 1) Oregon Association of Minority Entrepreneurs (OAME); and
      - 2) National Association of Minority Contractors (NAMC)
    - ii. Direct notification of the opportunity to firms on Oregon's Certification Office for Business Inclusion and Diversity (COBID) registry, including:
      - 1) Minority Business Enterprise (MBE);
      - 2) Women Business Enterprise (WBE);
      - 3) Service Disabled Veteran (SDV); and
      - 4) Emerging Small Business (ESB)
    - iii. Direct notification to firms who have contacted Metro in the last 12 months and notified of their interest in providing these services.
    - iv. Pre-bid conference with Subcontractor Equity Program presentation
- 5) Bids received will be evaluated for bid submittal requirements, including Subcontractor Equity Program procedures. The award is based on lowest responsive, responsible bid.

## Upcoming Large Contract Opportunities

Opportunity: Acoustic Enhancements at the Arlene Schnitzer Concert Hall

Estimated Value: \$6 million

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- 1) Replacement of existing, end-of-useful-life Orchestra Shell with the Meyer Sound “Constellation” electro-acoustic system Project includes:
  - a. Installation of electrical (high- and low-voltage) infrastructure for system equipment, consisting of +/- 100 microphones and +/- 300 speakers at all levels of the audience chamber and stage area.
  - b. Purchase and installation of the Constellation system equipment.
  - c. Replacement of structural and acoustic and rigging infrastructure of the proscenium
  - d. Removal of existing orchestra shell elements.
- 2) This work will be procured via previously approved alternate procurement (Request for Proposal) with a CM/GC (Construction Manager/General Contractor) public improvement contract awarded at the conclusion. The work will take place during the facility closure periods of June through September 2020 and May through September 2021. Work during the interim period while facility is open for performances will be performed at the discretion of P-5 staff and event schedule. Draft timeline for procurement:
  - a. May/June 2019 – Draft & Issue RFP
  - b. July/August 2019– Receive & Evaluate Proposals, Select Contractor
  - c. September/October 2019– Develop Schedule, Execute Contract
  - d. November/December 2019 – Execute GMP Amendment
- 3) Advertisement and Outreach:
  - a. Advertisement
    - i. Metro Procurement Services will post RFP on the Oregon Procurement Information Network (ORPIN), and will advertise in Portland Tribune and one minority paper.
  - b. Planned Outreach
    - i. Direct notification of the opportunity to organizations, including:
      1. Oregon Association of Minority Entrepreneurs (OAME);
      2. Metropolitan Contractor Improvement Partnership (MCIP);
      3. National Association of Minority Contractors (NAMC); and
      4. Portland Business Development Group (PBDG)
    - ii. Direct notification of the opportunity to firms on Oregon’s Certification Office for Business Inclusion and Diversity (COBID) registry, including:
      1. Minority Business Enterprise (MBE);
      2. Women Business Enterprise (WBE);
      3. Service Disabled Veteran (SDV); and
      4. Emerging Small Business (ESB)
    - iii. Pre-bid conference with Subcontractor Equity Program presentation
- 4) Proposals received will be evaluated for proposal submittal requirements, including project work plan & schedule, contractor and subcontractor experience with the specialized systems, and Subcontractor Equity Program procedures.

## Upcoming Large Contract Opportunities

Opportunity: Keller Auditorium Chiller Replacement and Enhanced Stage Cooling

Estimated Value: \$2 million

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- 1) Phase 1: Replacement of failing and undersized chiller to improve reliability and provide cooling for the facility. Project includes:
  - a. Purchase of new chiller and associated equipment.
  - b. Installation of new chiller and associated equipment, including piping and controls
  - c. Removal and disposition of old chiller
- 2) Phase 2: Enhanced cooling for the stage area required by modern production equipment and performance contracts. Project includes:
  - a. Design of equipment and distribution systems to serve the existing stage area
  - b. Installation of new systems, including structural work required
  - c. Participation in City of Portland Design Review/Land Use processes, if required by any exterior building modifications.
- 3) This work will be procured via formal Invitation to Bid (ITB) with a public improvement contract awarded at the conclusion. Phases 1 and 2 may be procured together or separately. The contract period is expected to be through 6/30/2020, and the total project cost is estimated to be \$2 million.
- 4) Draft timeline
  - a. May/June 2019 – Draft ITB
  - b. June 2019 – Publish ITB and Advertise
  - c. July 2019– Contract awarded
- 5) Advertisement and Outreach:
  - a. Advertisement
    - i. Metro Procurement Services will post ITB on the Oregon Procurement Information Network (ORPIN), and will advertise in Portland Tribune and one minority paper.
  - b. Planned Outreach
    - i. Direct notification of the opportunity to organizations, including:
      1. Oregon Association of Minority Entrepreneurs (OAME);
      2. Metropolitan Contractor Improvement Partnership (MCIP); and
      3. National Association of Minority Contractors (NAMC)
      4. Portland Business Development Group (PBDG)
    - ii. Direct notification of the opportunity to firms on Oregon's Certification Office for Business Inclusion and Diversity (COBID) registry, including:
      1. Minority Business Enterprise (MBE);
      2. Women Business Enterprise (WBE);
      3. Service Disabled Veteran (SDV); and
      4. Emerging Small Business (ESB)
    - iii. Pre-bid conference with Subcontractor Equity Program presentation
- 6) Bids received will be evaluated for bid submittal requirements, including Subcontractor Equity Program procedures. The award is based on lowest responsive, responsible bid.

## Upcoming Large Contract Opportunities

Opportunity: Expo Hall E Flat Roof

Estimated Value: \$150,000

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- 1) Restoration of Hall E Flat roof with remaining Tremco product from Hall D and E Roof Restoration.
- 2) This work will be procured via formal Invitation to Bid (ITB) with a public contract awarded at the conclusion. The contract period is expected to be through 6/30/2020, and the total project cost is estimated to be \$150,000.
- 3) Draft timeline
  - a. May/June 2019 – Draft ITB
  - b. June 2019 – Publish ITB and Advertise
  - c. July 2019– Contract awarded
- 4) Advertisement and Outreach:
  - a. Advertisement
    - i. Metro Procurement Services will post ITB on the Oregon Procurement Information Network (ORPIN), and will advertise in Portland Tribune and one minority paper.
  - b. Planned Outreach
    - i. Direct notification of the opportunity to organizations, including:
      1. Oregon Association of Minority Entrepreneurs (OAME);
      2. Metropolitan Contractor Improvement Partnership (MCIP);
      3. National Association of Minority Contractors (NAMC)
    - ii. Direct notification of the opportunity to firms on Oregon’s Certification Office for Business Inclusion and Diversity (COBID) registry, including:
      1. Minority Business Enterprise (MBE);
      2. Women Business Enterprise (WBE);
      3. Service Disabled Veteran (SDV); and
      4. Emerging Small Business (ESB)
    - iii. Pre-bid conference with Subcontractor Equity Program presentation
- 5) Bids received will be evaluated for bid submittal requirements, including Subcontractor Equity Program procedures. The award is based on lowest responsive, responsible bid.

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# **MERC Commission Meeting**

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June 5, 2019  
12:30pm

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Consent Agenda

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## Metropolitan Exposition Recreation Commission

### Record of MERC Commission Actions

May 1, 2019

Expo Center

<b>Present:</b>	Karis Stoudamire-Phillips, Deidra Krys-Rusoff, Damien Hall, Ray Leary, Deanna Palm, Dañel Malán
<b>Absent:</b>	John Erickson
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Karis Stoudamire-Phillips at 12:41 p.m.
<b>1.0</b>	<b>Quorum Confirmed</b> A quorum of Commissioners was present.
<b>2.0</b>	<b>Opportunity for Public Comment on Non-Agenda items</b> <ul style="list-style-type: none"><li>• None</li></ul>
<b>3.0</b>	<b>Commission and Council Communications</b> <ul style="list-style-type: none"><li>• Commissioner Stoudamire-Phillips thanked Matthew Rotchford and the Expo catering team for arranging the outdoor lunch.</li></ul>
<b>4.0</b>	<b>GM Communications</b> Cruickshank provided the following updates: <ul style="list-style-type: none"><li>• Reminded the Commission about Travel Portland's upcoming racial equity training on May 2.</li><li>• The Travel Portland annual awards luncheon is on May 7.</li><li>• Staff members were recently part of the interview process to select Metro's next attorney.</li><li>• The Crossroads Consulting economic impact and annual reports are complete.</li><li>• CFO Tim Collier's last day at Metro will be May 10th.</li><li>• COO Martha Bennett's last day at Metro will be May 10th, 2019. Andrew Scott, Metro's Deputy Chief Operating Officer, will serve as the Interim Chief Operating Officer.</li></ul>
	<b>Construction Careers Pathway Project Update</b> A C2P2 report was given by Raahi Reddy, Metro <ul style="list-style-type: none"><li>• Commissioner Leary reiterated that unions need to be part of the workgroup around changing workforce culture.</li><li>• Krys-Rusoff suggested adding measurable components of future RFP's to include worker satisfaction surveys.</li><li>• Malán suggested a focus on incentivizing workforce equity training.</li></ul>
<b>5.0</b>	<b>Financial Report</b> Rachael Lembo presented the March 2019 Financial Report <ul style="list-style-type: none"><li>• Commissioner Krys-Rusoff requested an estimated forecast of what could be expected from the TLT allocations to capital projects. Lembo responded with an estimate of roughly 7 million.</li></ul>
<b>6.0</b>	<b>Consent Agenda</b> <ul style="list-style-type: none"><li>• Record of MERC Actions, April 3, 2019</li></ul> <p>A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Leary to approve the Consent Agenda.</p> <p>VOTING: AYE: 6 (Stoudamire-Phillips, Krys-Rusoff, Hall, Leary, Malán, and Palm) NAY: 0 MOTION PASSED</p>
<b>7.0</b>	<b>Action Agenda</b> <b>Resolution 19-04:</b> For the purpose of approving and transmitting to the Metro Council budget amendments to the Metropolitan Exposition Recreation Commission (MERC) Fund Budget for FY2019-20, and requesting amendment of the FY 2019-20 through FY 2023-24 Capital Improvement Plan (CIP).

	<p>Rachael Lembo presented the resolution.</p> <ul style="list-style-type: none"> <li>• Commissioner Krys-Rusoff asked for more clarity on the approval process for the contingency fund for the Oregon Ballroom. Lembo explained this funding would be separate from the current owner's contingency for this project and would only be touched in the case of scheduling pressures.</li> <li>• Cruickshank noted it would require a contract amendment and approval from the GM.</li> <li>• Leary emphasized the importance of keeping on schedule due to scheduled bookings.</li> <li>• Krys-Rusoff acknowledged the need for the chiller at The Keller but noted as a Commission we need to think about the overall life of the building and how much more are we going to invest.</li> <li>• Hall noted that when considering the future of certain facilities we need to know the status of the current IGA.</li> <li>• Cruickshank responded that current discussions on the IGA do not include funding for the Keller but do potentially include bond funding for other facilities.</li> </ul> <p>A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Hall to approve Resolution 19-04 as presented.</p> <p>VOTING:    AYE: 6 (Stoudamire-Phillips, Krys-Rusoff, Hall, Leary, Malán, and Palm)                      NAY: 0                      MOTION PASSED</p>
8.0	<p><b>Expo Project Status Report</b></p> <p>An Expo status report was given by Ben Rowe, Metro.</p> <ul style="list-style-type: none"> <li>• Commissioner Hall asked for elaboration on water rights. Rowe responded that we could acquire permits that would allow for floatation rights.</li> <li>• Leary asked about the measure of revenue for that agreement. Rowe noted it has not been thoroughly explored.</li> <li>• Malán asked if Expo could take advantage of expanding into water related events. Rotchford responded there has been interest but the location is unsafe for pedestrian crossing.</li> <li>• Krys-Rusoff asked about cost and potential return for a contract with a promoter. Rowe responded it could be revenue neutral.</li> <li>• Hall asked if there has been contact with the city to discuss an exemption to make a reasonable tenant improvement. Rowe stated that they have found very limited options for Hall C. He noted explored avenues would not lead to a return on investment due to lack of utilization year round in the absence of air conditioning.</li> <li>• Malán asked about the historical value of the older buildings. Rowe responded that they do not qualify for the historical buildings list.</li> <li>• Leary noted the importance of reaching out to communities that have historical connections to the area before any large decisions are made.</li> <li>• Palm appreciated the innovative thinking around potential options. She also noted that the long-time users of the facilities are another community voice we should be respectful of.</li> <li>• Krys-Rusoff asked if Expo is a part of the current TLT negotiations. Cruickshank responded that they continue to be a benefactor of the proposed model.</li> <li>• Hall asked how much of the current Expo income is reliant on Halls A, B and C. Rotchford responded that he could provide the use percentages based on each hall's use. Several events use the entire campus.</li> <li>• Leary asked what the current balance of the debt service is. Rowe answered between 6 and 7 million dollars, with an annual million dollar payment.</li> </ul>
9.0	<p><b>OCC Business Transfer to Expo Update</b></p> <p>A business transfer report was given by Alicia Crawford, Expo.</p>



	<ul style="list-style-type: none"> <li>• Commissioner Krys-Rusoff asked if Expo was in talks with other events that may need to be moved from OCC. Crawford responded that 30 have been identified by OCC and they have begun conversations.</li> <li>• Leary noted that this collaboration has been the Commission's vision for the relationship between the two venues, and he is pleased with the progress.</li> </ul>
	As there was no further business to come before the Commission, the meeting was adjourned at 2:47. p.m.

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# **MERC Commission Meeting**

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June 5, 2019  
12:30pm

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Action Agenda

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**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 19-05**

For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2019-20.

**WHEREAS**, at the June 5, 2019 regular meeting of the Metropolitan Exposition Recreation Commission, the following Commissioners were nominated and elected as the Metropolitan Exposition Recreation Commission officers for a one year term, beginning July 1, 2019 and ending June 30, 2020:

<b>Chair:</b>	<b>Karis Stoudamire-Phillips</b>
<b>Vice Chair:</b>	<b>John Erickson</b>
<b>Secretary-Treasurer:</b>	<b>Deidra Krys-Rusoff</b>

**BE IT THEREFORE RESOLVED** that the above slate of officers of the Metropolitan Exposition Recreation Commission is hereby confirmed.

Passed by the Commission on June 5, 2019.

Approved as to form:

\_\_\_\_\_  
Chair

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

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

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 19-06**

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

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

**WHEREAS**, the parties have reached an agreement for a three (3) year collective bargaining agreement; and

**WHEREAS**, the Union membership ratified the collective bargaining agreement on May 18, 2019; and

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

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

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

Approved as to Form:

\_\_\_\_\_  
Chair

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

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

Nathan A. S. Sykes, Acting Metro Attorney

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IASTE) Local B-20.

**Resolution No.** 19-06

**Presented by:** Siobhan Murphy, HR Program Manager, Labor Relations and Employee Engagement

**Date:** June 5, 2019

### **Background and Analysis:**

IASTE Local B-20 represents one hundred and forty (140) part-time ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants. These employees support the MERC venues by performing front of the house work for events at P'5, OCC and Expo. The current collective bargaining agreement between MERC and IASTE B-20 expires on June 30, 2019.

The parties met on May 16, 2019 and Metro presented a package supposal for consideration by IASTE B-20. Ratification was reached by IASTE B-20 membership on May 18, 2019.

This resolution is submitted to ratify the contract between IASTE B-20 and MERC/Metro for the period July 1, 2019 through June 30, 2022. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- **Union Membership:** Modifications due to the *Janus v. AFSCME* decision.
- **Wages:** Upon ratification but no earlier than July 1, 2019, wages will be increased to \$15 per hour or 3.5%, whichever is greater; by 2.50% on July 1, 2020; and by 2.50% on July 1, 2021. The probationary step will be discontinued, leaving only one rate of pay per classification.
- **Health Insurance:** Full-time benefit eligibility established at 32 hours per week and pro-rated insurance offered for employees working more than 20 hours per week.

### **SHORT RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement are within budgeted amounts for FY 2019/2020.

### **LONG RANGE FISCAL IMPACT:**

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

### **RECOMMENDATION:**

Recommend approval of Resolution 19-06 which states the MERC Commission approves ratification of the contract.

5/29/2019

For Management: *su*  
For Labor: ~~su~~



Metro

600 NE Grand Ave.  
Portland, OR 97232-2736  
oregonmetro.gov

Date: May 17, 2019  
To: Bambi Ooley, Business Agent  
From: Siobhan Murphy, HR Program Manager  
Subject: *\*Revised\** Conditional Metro Supposal

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The attached document is Metro's conditional supposal to IATSE Union Local B-20 representing ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevators operators, and stage door attendants at the Oregon Convention Center, the Portland Expo Center and the Portland's Centers for the Arts for a successor to the parties' 2016 - 2019 Collective Bargaining Agreement.

A summary of the conditional supposal is as follows:

1. **Union Membership and Checkoff (Article 2):** Proposed changes in response to the *Janus v. AFSCME* decision.
2. **Wages (Article 7):**
  - a) **Effective upon ratification but no earlier than 7/1/2019**
    - i. The following classifications' pay schedules will increase to \$15 per hour:
      - 1) Usher
      - 2) Gate Attendant
      - 3) Elevator Operator
      - 4) Checkroom Attendant
    - ii. All other classifications' pay schedules will increase by 3.50%
  - b) **Effective upon ratification but no earlier than 7/1/2020**
    - i. All pay schedules will increase by 2.50%
  - c) **Effective upon ratification but no earlier than 7/1/2021**
    - i. All pay schedules will increase by 2.50%
3. **EXHIBIT A**
  - i. Strike "Probation Step;" all employees will be paid on "Regular Step" pay schedule.
4. **Health Insurance (Article 15):**
  - i. Full-time benefit eligibility established at 32 hours per week
  - ii. Pro-rated insurance offered for employees working more than 20 hours per week
5. **Terms of Agreement (Article 24):** Duration - 3 year agreement expiring 6/30/2022

**6. Housekeeping:** Change to **Scheduling (Article 8)** to maintain the status quo with the change in pay periods.

If this conditional supposal is not accepted by the IATSE Union Local B-20, Metro will withdraw their conditional supposal and this memo will serve as written notification of Metro's intention to engage in successor bargaining. This conditional supposal will expire on May 24, 2019.

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

~~2.1 It is agreed that, as a condition of employment, each employee covered by this Agreement who is not now a member of the Union shall become a member of the Union within thirty days of date of hire and further provided that any employee who has not become a member of the Union within the applicable time shall thereupon be deemed a fair share payer who shall make semi-monthly payments in lieu of dues to the Union. Payments in lieu of dues shall be equivalent to regular monthly Union dues, initiation fees, and assessments. The Employer shall deduct payments in lieu of dues semi-monthly from the compensation of non-members. Bargaining unit members who exercise their right of non-membership based on a bona fide religious tenet or teaching of a church or body of which the employee is a member shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity mutually agreed on by the employee affected and the Union. The employee shall furnish written proof to the Employer and the Union that this has been done.~~

**2.1** For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the Employer and signed by an official of the Union.

**2.2 For members of the Union,** ~~The Employer agrees to deduct from each semi-monthly **two (2)** paychecks **per month dues and other Union fees**; one-half of the regular initiation fee, if any, one-half of the death benefit, if any, and one-half of the regular monthly dues as specified by the Union for each employee who authorized it on authorization forms submitted by the Union. An employee shall have the right to rescind such dues or initiation fee authorization by providing the Employer written notice of such rescission at least five (5) calendar days before the first of any month. Employees who have neither signed such authorization nor provided proof to the Employer of religious non-association shall be considered fair share payers and subject to the fair share provisions of the Agreement. The Employer shall continue to make payments of these initiation fees and dues to the Union on a monthly basis.~~

**2.3** The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such events, the financial secretary of the Union shall notify the Employer, in writing, of any changes in its regular dues and initiation fees.

**2.4** It is expressly understood and agreed that upon receipt of proof, the Union will refund to the Employer or to the employee involved any amounts erroneously withheld from the employee's compensation by the Employer and paid to the Union. The Union agrees that if an employee does not work enough hours within a pay period to cover the cost of Union dues and other Union deductions, the Employer shall not collect dues for that pay period.

**2.5** Upon request by the Union, the Employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement.

**2.6** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits or other forms of liability that may arise by reason of action taken or



not taken by the Employer for the purpose of complying with any of the provision of this section.

## **ARTICLE 7: WAGES**

- 7.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis as long as they are equal to the minimum rates set forth herein.
- 7.2 Job descriptions in all classifications include such other duties as the Employer may assign within the classification and related functions within the bargaining unit covered by this Agreement. It is mutually understood and agreed that employees may be assigned to duties and functions covered by this Agreement, other than those normally performed in connection with their regularly assigned classification, whether during the period covered by the minimums prescribed herein or thereafter. In the event the Employer temporarily assigns an employee to a job classification other than the employee's regular classification, that employee shall receive the rate applicable to such classification, so long as such classification requires a higher rate of pay than the employee's regular classification, and the employee works a minimum of two (2) hours in the higher-rated classification. In the event the employee works less than two (2) hours in the higher-rated classification, the employee shall be compensated at his or her regular rate of pay applicable to his or her regular classification. In the event the Employer temporarily assigns an employee to a classification which calls for a lower rate of compensation than the employee's regular classification, the employee shall be compensated at the rate of pay for his or her regular classification.
- 7.3 **Schedule of Wages:** Effective the date of ratification by the Union **but no earlier than 7/1/2019**, wages will be increased **either to \$15 per hour or by 3.5%, whichever is greater** ~~2.00%~~; by 2.50% on July 1, ~~2020~~ 2017; and by 2.50% on July 1, ~~2021~~ 2018; as outlined in the attached pay **schedule** ~~scale~~.
- 7.4 **Stage Door Attendant Shift Differential:** Stage Door Attendants shall receive \$1.00 per hour of shift differential pay for all hours worked between 12:00 am and 6:00 am. Shift differential shall be paid in addition to applicable hourly rates but not included in the holiday rate calculation.
- 7.5 The time of all employees covered by this Agreement shall start at the time they are required to report for work, in uniform in the case of ticket sellers, ticket takers, gate attendants, checkroom attendants, elevator operators and ushers, and shall stop at the completion of their scheduled shift or their work should such work extend beyond the scheduled end of the event.
- 7.6 (a) **Overpayment:** An employee who receives an overpayment of wages shall report such overpayment to the Portland's Event Services Manager, Assistant Executive Director, or Admissions Staffing Manager, or immediate supervisor immediately.

The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's next paycheck(s).

(b) **Underpayment:** If an employee believes that his/her paycheck amount contains an error, and this is confirmed by the Payroll Department, the employee will be issued a corrected check within twenty-four (24) hours from the time the Payroll Department is notified of such error.

- 7.7 **Overtime:** All covered employees shall be compensated at the straight time rate for all authorized work performed in excess of eight (8) hours in a day. All covered employees shall be compensated at the rate of time and one half for all authorized work performed in excess of forty (40) hours in any work week.

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

Pay Range	Job Code	Classification	<u>2019-2020-2016-2017</u>		<u>2020-2021-2017-2018</u>		<u>2021-2022-2018-2019</u>	
			Probation Step	Regular Step	Probation Step	Regular Step	Probation Step	Regular Step
815	8065	Show Seller*	\$16.20	<b><u>\$17.90</u></b> \$16.45	\$16.60	<b><u>\$18.34</u></b> \$16.86	\$17.02	<b><u>\$18.80</u></b> \$17.29
820	8075	Ticket Seller	\$14.34	<b><u>\$15.88</u></b> \$14.60	\$14.70	<b><u>\$16.27</u></b> \$14.96	\$15.07	<b><u>\$16.68</u></b> \$15.34
825	8255	Stage Door Attendant	\$13.66	<b><u>\$15.13</u></b> \$13.91	\$14.00	<b><u>\$15.51</u></b> \$14.26	\$14.35	<b><u>\$15.90</u></b> \$14.62
855	8090	Admissions Lead	\$17.10	<b><u>\$18.87</u></b> \$17.35	\$17.52	<b><u>\$19.34</u></b> \$17.78	\$17.96	<b><u>\$19.82</u></b> \$18.23
865	8070	Usher	\$13.14	<b><u>\$15.00</u></b> \$13.39	\$13.47	<b><u>\$15.38</u></b> \$13.73	\$13.80	<b><u>\$15.76</u></b> \$14.07
865	8080	Gate Attendant	\$13.14	<b><u>\$15.00</u></b> \$13.39	\$13.47	<b><u>\$15.38</u></b> \$13.73	\$13.80	<b><u>\$15.76</u></b> \$14.07
865	8265	Elevator Operator	\$13.14	<b><u>\$15.00</u></b> \$13.39	\$13.47	<b><u>\$15.38</u></b> \$13.73	\$13.80	<b><u>\$15.76</u></b> \$14.07
865	8270	Checkroom Attendant	\$13.14	<b><u>\$15.00</u></b> \$13.39	\$13.47	<b><u>\$15.38</u></b> \$13.73	\$13.80	<b><u>\$15.76</u></b> \$14.07

\*Hired prior to 1987

## ARTICLE 15: HEALTH INSURANCE

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

10.1 Benefit Eligibility: Effective January 1, 2020, for regular status employees working thirty two (32) hours a week or more, Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee. These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

10.2 Effective January 1, 2020, pro-rated insurance will be available to employees who work twenty (20) hours a week or more during a twelve month (12) measurement period.

A part-time employee's pro-rated amount, for the purpose of benefits, shall be based on average paid hours per week during a one (1) year measurement period. This annual calculation shall be from November 1<sup>st</sup> through the end of October 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 at 50%.
- Employees with hours paid of 26.7 – 31.99 per week (according to the calculation period) shall receive benefits prorated at 75%.
- Employees with hours paid of 32 per week or more (according to the calculation period) shall receive benefits on a 1.0 FTE basis.

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

An employee working a 32 hour weekly average would pay  $\$1,000 - (1.0 \times \$920) =$   
80.00

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

An employee working a 20 hour weekly average would pay  $\$1,000 - (.50 \times \$920) =$   
\$540.00

10.3 Plan Changes: If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the Joint Labor Management Committee for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure which it is offering employees.

**10.4 Life, Long Term Disability and Accidental Death and Dismemberment Insurance: Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are benefit-eligible at no cost to the employee.**

**10.5 The Employer shall provide an employee assistance program (EAP) to benefit-eligible employees at no cost to the employee.**

#### **ARTICLEE 24: TERM AND CLOSURE**

- 24.1 This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until **June 30, 2022** ~~June 30, 2019~~. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after such notice.
- 24.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 24.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

## **ARTICLE 8: SCHEDULING**

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

8.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling in crowd control. Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discipline up to and including termination. An employee, within a fiscal year, who is "no call, no show" on one occasion will be disciplined up to and including a verbal warning, on two occasions will be disciplined up to and including suspension and on three occasions will be disciplined up to and including termination.

8.2 MERC acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.

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

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

8.3 Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. Any unauthorized change to an Employee's schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.

8.4 All employees shall be required to attend "All Staff" meetings unless they have made prior arrangements to be excused. Employees shall be notified of the date, time and place for All Staff meetings. When feasible All Staff meetings shall be posted on the tentative calendar, but not less than two (2) weeks' notice shall be given. The Employer shall compensate employees at least two hours, or actual meeting time, whichever is greater. If an employee is unable to attend an All Staff meeting and fails to call, it will be considered a "no call no show."



- 8.5 If an event is canceled due to weather or other conditions beyond the Employer's control, employees who report for work will be compensated on the basis of a two (2) hour minimum call, provided however, that if employees report for work and work one (1) hour or more before cancellation, a minimum call will be applicable, any provision in the Agreement to the contrary notwithstanding.
- 8.6 In the event of a small crowd, if the Employer asks for volunteers to leave early from work, the Employer will still compensate any employee the minimum call if the employee has worked at least one hour as stated in Article 10. If they volunteer to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not retaliate against any employee who does not want to leave early voluntarily.
- 8.7 In the event of the cancellation of a shift at the OCC, Portland's Event Services Department must notify by e-mail or telephone a cancellation of an employee no later than 6:00 p.m. the calendar day before the event for any such cancellation. The Employer will compensate any employee cancelled less than 6:00 p.m. the day before the event on the basis of a two (2) hour minimum call. The only exceptions to the requirement of 8.7 shall involve events being cancelled due to weather, acts of God, such as fires, floods, earthquakes and storms, cancellations due to power outage, civil disorder or terrorist activities. Sections 8.5 and 8.6 of the Collective Bargaining Agreement do not apply.

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

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

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

Consistent with the requirements of each event, Portland's Event Services personnel shall begin staffing each day's events by beginning at the top of the Seniority List, and rotate through the list until all shifts are staffed. Employees shall be assigned shifts, in descending order, and in accordance with their experience, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned. If it becomes necessary to schedule over an employee's "Pass," the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order. Employees who are scheduled over their "Not Available" indication ("forced call") will receive a ten percent (10%) pay premium for those shifts. If it becomes necessary to schedule over an employee's "Not Available", the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order. If additional personnel are still required, the Employer shall fill the call with other labor sources. Each employee shall be given the opportunity to work one shift per each half of the month ~~pay period~~ regardless of their seniority unless there are not enough total shifts for the total pool to work.

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

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

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

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

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

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

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

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

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

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

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

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

**Use of Volunteers:**

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

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

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

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

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

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

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

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**Use of Volunteers:**

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

Tentative Agreement

Date 5/29/2019

For Management SM

For Labor BW

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# COLLECTIVE BARGAINING AGREEMENT

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METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

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

LOCAL B-20

Effective July 1, 2019 – June 30, 2022 ~~July 1, 2016 – June 30, 2019~~



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

**PREAMBLE**

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

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

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative, and this agreement shall apply with respect to employees in the following collective bargaining unit at the Oregon Convention Center, the Portland Expo Center and the Portland's Centers for the Arts buildings.
- (a) All employees classified as ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants excluding office and clerical employees, building maintenance employees, guards, supervisors and other professional trade employees.
  - (b) For Antoinette Hatfield Hall, the bargaining unit covers the Stage Door, Checkroom, Box Office and Newmark Theatre seating areas and box office. This Agreement shall specifically exclude all other working areas and public lobbies of the Antoinette Hatfield Hall, including but not

limited to the Winningstad Theatre, Brunish Theatre, and the public areas, elevators, and Main Street.

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

(d) This agreement specifically excludes dock positions.

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

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

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

## ARTICLE 2. UNION MEMBERSHIP AND CHECKOFF

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

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

2.1 ~~2.2~~ For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the Employer and signed by an official of the Union.

2.2-2.3 For members of the Union, ~~The Employer agrees to deduct from each semi-monthly~~ **two (2) paychecks per month dues and other Union fees;** ~~one half of the regular initiation fee, if any, one half of the death benefit, if any, and one half of the regular monthly dues as specified by the Union for each employee who authorized it on authorization forms submitted by the Union. An employee shall have the right to rescind such dues or initiation fee authorization by providing the Employer written notice of such rescission at least five (5) calendar days before the first of any month. Employees who have neither signed such authorization nor provided proof to the Employer of religious non-association shall be considered fair share payers and subject to the fair share provisions of the Agreement. The Employer shall continue to make payments of these initiation fees and dues to the Union on a monthly basis.~~

2.32.4 The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such events, the financial secretary of the Union shall notify the Employer, in writing, of any changes in its regular dues and initiation fees.

2.42.5 It is expressly understood and agreed that upon receipt of proof, the Union will refund to the Employer or to the employee involved any amounts erroneously withheld from the employee's compensation by the Employer and paid to the Union. The Union agrees that if an employee does not work enough hours within a pay period to cover the cost of Union dues and other Union deductions, the Employer shall not collect dues for that pay period.

2.52.6 Upon request by the Union, the Employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement.

2.62.7 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provision of this section.

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

3.1 The parties recognize that the delivery of professional services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. Maximum productivity, recruitment of new employees to meet target pool levels, and innovation are recognized to be a mutual obligation within their respective roles and responsibilities. The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. Such committee shall be composed of equal numbers of Union and management representatives and shall meet at mutually convenient times to discuss means of increasing the effectiveness of admissions work, operational procedures, identifying cost-effective staffing measures and dealing with operational innovations.

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

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

- 4.1 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
- (a) There shall be one (1) work unit that covers the working jurisdiction and responsibilities of the Union and the admissions workers defined in Section 1.1(a). This work unit shall be known as the Admissions Unit.
  - (b) The Newmark Theatre Admissions Unit personnel is ushers only and includes ticket-taking duties. The jurisdictional working rights and the responsibilities of the Union as described above refer to part-time work at the Newmark Theatre seating area doors and lobby not performed by other Portland'5 Centers for the Arts employees or by volunteers or technical staff of performing arts organizations.
  - (c) All Union admission workers shall be classified as part-time, temporary employees of the Employer.
  - (d) The Employer shall determine the specific job assignments of all individuals. The Employer and the Union further recognize and agree that all employees in the Admissions Unit may be assigned to work in all areas if qualified, may be required to rotate positions, and may be assigned to perform work as required or as needed without regard to job classification distinction.

- (e) The Employer, at its sole discretion, may offer employees represented by the Union under the Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction and responsibilities of the Union covered under this Agreement, and employees represented by the Union will not unreasonably decline such work and responsibilities. Neither the offer by the Employer to employees represented by Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented by Union shall constitute a precedent and/or a past practice under this Agreement.
  - (f) At the Oregon Convention Center, show managers may use their own employees for the admissions break person for any public shows with a daily attendance of 2500 or less.
  - (g) Clients may use their own ticketing services and personnel in accordance with current practices.
- 4.2 Notwithstanding any other provision to the contrary, the Employer shall require that a minimum of two (2) admission workers be employed per level whenever the Newmark Theatre seating is being utilized for ticketed events.

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

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

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

- 6.1 The Employer shall have and retain the sole responsibility for the management and operation of all MERC functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the

terms and conditions of this Agreement. These rights include but are not limited to the following:

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

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



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

#### **ARTICLE 7: WAGES**

- 7.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis as long as they are equal to the minimum rates set forth herein.
- 7.2 Job descriptions in all classifications include such other duties as the Employer may assign within the classification and related functions within the bargaining unit covered by this Agreement. It is mutually understood and agreed that employees may be assigned to duties and functions covered by this Agreement, other than those normally performed in connection with their regularly assigned classification, whether during the period covered by the minimums prescribed herein or thereafter. In the event the Employer temporarily assigns an employee to a job classification other than the employee's regular classification, that employee shall receive the rate applicable to such classification, so long as such classification requires a higher rate of pay than the employee's regular classification, and the employee works a minimum of two (2) hours in the higher-rated classification. In the event the employee works less than two (2) hours in the higher-rated classification, the employee shall be compensated at his or her regular rate of pay applicable to his or her regular classification. In the event the Employer temporarily assigns an employee to a classification which calls for a lower rate of compensation than the employee's regular classification, the employee shall be compensated at the rate of pay for his or her regular classification.
- 7.3 **Schedule of Wages:** Effective the date of ratification by the Union **but no earlier than 7/1/2019**, wages will be increased **either to \$15 per hour or by 3.5%**

whichever is greater ~~2.00%~~; by 2.50% on July 1, ~~2020~~ 2017; and by 2.50% on July 1, ~~2021~~ 2018; as outlined in the attached pay ~~schedule~~ scale.

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

## ARTICLE 8: SCHEDULING

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

- 8.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer

based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling in crowd control. Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discipline up to and including termination. An employee, within a fiscal year, who is "no call, no show" on one occasion will be disciplined up to and including a verbal warning, on two occasions will be disciplined up to and including suspension and on three occasions will be disciplined up to and including termination.

- 8.2 MERC acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.

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

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

- 8.3 Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. Any unauthorized change to an employee's schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.

- 8.4 All employees shall be required to attend "All Staff" meetings unless they have made prior arrangements to be excused. Employees shall be notified of the date, time and place for All Staff meetings. When feasible All Staff meetings shall be posted on the tentative calendar, but not less than two (2) weeks' notice shall be given. The Employer shall compensate employees at least two hours, or actual meeting time, whichever is greater. If an employee is unable to attend an All Staff meeting and fails to call, it will be considered a "no call no show."
- 8.5 If an event is canceled due to weather or other conditions beyond the Employer's control, employees who report for work will be compensated on the basis of a two (2) hour minimum call, provided however, that if employees report for work and work one (1) hour or more before cancellation, a minimum call will be applicable, any provision in the Agreement to the contrary notwithstanding.
- 8.6 In the event of a small crowd, if the Employer asks for volunteers to leave early from work, the Employer will still compensate any employee the minimum call if the employee has worked at least one hour as stated in Article 10. If they volunteer to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not retaliate against any employee who does not want to leave early voluntarily.
- 8.7 In the event of the cancellation of a shift at the OCC, Portland's Event Services Department must notify by e-mail or telephone a cancellation of an employee no later than 6:00 p.m. the calendar day before the event for any such cancellation. The Employer will compensate any employee cancelled less than 6:00 p.m. the day before the event on the basis of a two (2) hour minimum call. The only exceptions to the requirement of 8.7 shall involve events being cancelled due to weather, acts of God, such as fires, floods, earthquakes and storms, cancellations due to power outage, civil disorder or terrorist activities. Sections 8.5 and 8.6 of the Collective Bargaining Agreement do not apply.

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

- 8.8 From the 1<sup>st</sup> through the 10<sup>th</sup> of each month, employees will use a format and system provided by the Employer to indicate their availability for the month

following. Employees shall indicate their availability for each calendar day, entering the earliest starting time and the latest ending time they are available, or indicate "All Day." They will also indicate if they wish to work more than one shift. For each calendar day the employee is not available to work, they will indicate "Not Available." Employees shall indicate with a "Pass" the days they are willing and available to work but choose to pass the shift down the seniority list. When scheduling in a non-theatre venue a shift shall generally be no more than 8 hours. If the shift is over 8 hours then the employee will be notified and given the opportunity to decline prior to scheduling.

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

Consistent with the requirements of each event, Portland'5 Event Services personnel shall begin staffing each day's events by beginning at the top of the Seniority List, and rotate through the list until all shifts are staffed. Employees shall be assigned shifts, in descending order, and in accordance with their experience, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned. If it becomes necessary to schedule over an employee's "Pass," the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order. Employees who are scheduled over their "Not Available" indication ("forced call") will receive a ten percent (10%) pay premium for those shifts. If it becomes necessary to schedule over an employee's "Not Available", the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order. If additional personnel are still required, the Employer shall fill the call with other labor sources. Each employee shall be given the opportunity to work one shift per **each half of the month** ~~pay period~~ regardless of their seniority unless there are not enough total shifts for the total pool to work.

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

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

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

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

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

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

- 8.11 When scheduled in accordance with their availability employees shall be allowed to schedule a replacement (another MERC employee in the same job class) for an assigned shift up to 12 times per fiscal year. In order to assure proper crew mix

this action must be approved by management. Such replacements must be confirmed either verbally or electronically by the Portland's Event Services Department after requested by the employee by telephone or email a minimum of twenty-four (24) hours in advance of the shift and must be confirmed by telephone or email a minimum of twenty-four (24) hours in advance by the replacement. Should the replacement employee fail to report as authorized, the replacement employee will be subject to discipline. In the event of multiple venue calls, the Employer will make every reasonable attempt to fill the calls with available bargaining unit employees, however, where there is not a sufficient number of bargaining unit employees available for call; the Employer shall fill the call with other labor sources.

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

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

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

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

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

**Use of Volunteers:**

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

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

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

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

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

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



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

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

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

#### **ARTICLE 11: TRAINING**

- 11.1 (a) Employees who are required to attend orientation or training classes shall be reimbursed by the Employer at the regular straight-time rate of pay for all hours while in attendance and such classes shall not be subject to minimum call-time provisions. Orientation and training classes shall be included within a work

call whenever possible. If such classes are not included within a work call, the two (2) hour minimum shall be paid.

(b) New hires (trainees) shall be scheduled in addition to required labor request, except in cases of unanticipated call needs. Written instructions shall be provided to the trainer and written information shall be provided to the trainee, to be signed by them at the end of the shift. This documentation will be presented to the House/Event Manager and shall be placed in the employee's official personnel file.

- 11.2 Notwithstanding any provision of this Agreement to the contrary, employees undergoing required training will not be entitled to a four (4) hour minimum. Employees undergoing required training will be guaranteed a minimum of two (2) hours for each training session and training that includes training on briefing, ingress, intermission and egress. Employees will be paid "straight time" for all time worked after the two-hour minimum.

## **ARTICLE 12: LEAVES OF ABSENCE**

- 12.1 Employees covered by this contract shall be eligible for pre-approved, unpaid leave(s) of absence ("LOA") for up to thirty (30) calendar days per fiscal year, which must be requested with a minimum of five (5) days except as provided in Section 12.2. The leave of absence must be requested at least by the 10<sup>th</sup> of the month prior to the leave of absence. After the schedule has been issued, the employee may voluntarily forfeit some of the leave days by letting the scheduler know which days they will be available. If the employee does work some of the five (5) days, those days will still count toward the thirty days of leave of absence available per year. Provisions of Section 8.8 forced call will not apply to the forfeited leave days. A longer leave without pay may be granted at the sole discretion of the Facility Director not to exceed 90 days. Leaves of absence without pay for periods in excess of ninety (90) days, but not to exceed six (6) months, must be approved by the General Manager. Among the factors which determine whether any unpaid leave of absence will be allowed are:

- needs of the event including but not limited to Peak Day designation as defined in Section 8.9;

- the reason for the request;
- the length of service;
- the employee's prior performance, disciplinary and attendance records;
- any previous leaves of absence (and the length/purpose of such leaves);
- a sincere (and written) commitment to return to work immediately following expiration of the leave.

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

12.2 In each fiscal year an employee may designate an additional four annual leave of absence days on any calendar day as Personal Leave which may be taken in one to four day increments and are not subject to forced call, provided they are scheduled no later than the 10th of the previous month. These days are called "super X" days.

12.3 **Military Leaves:** To the extent applicable, military leave shall be available to employees under the terms and conditions of federal and/or state law.

12.4 **Family and Medical Leaves:** To the extent applicable, the Employer shall grant Family Leave to employees in accordance with the federal Family and Medical Leave Act ("FMLA") and the Oregon Family Leave Act ("OFLA") and as designated in MERC's Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by the law and in MERC's Personnel Policies.

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

12.5 **Union Business Leave:** The Employer recognizes that from time to time employees may need an unpaid leave of absence to conduct Union business. Therefore two (2) employees may be granted up to two (2) weeks absence each in a calendar year. Requests for the leave of absence must follow the regular leave

of absence approval process. Union business leave is not to be counted in the 30 day leave of absence (LOA) as above in 12.1.

### **ARTICLE 13: HOLIDAYS**

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

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

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

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

### **ARTICLE 15: HEALTH INSURANCE**

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

**10.1 Benefit Eligibility: Effective January 1, 2020, for regular status employees working thirty two (32) hours a week or more, Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee. These premiums will be paid through payroll deduction for**

medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

10.2 Effective January 1, 2020, pro-rated insurance will be available to employees who work twenty (20) hours a week or more during a twelve month (12) measurement period.

A part-time employee's pro-rated amount, for the purpose of benefits, shall be based on average paid hours per week during a one (1) year measurement period. This annual calculation shall be from November 1<sup>st</sup> through the end of October 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 at 50%.
- Employees with hours paid of 26.7 – 31.99 per week (according to the calculation period) shall receive benefits prorated at 75%.
- Employees with hours paid of 32 per week or more (according to the calculation period) shall receive benefits on a 1.0 FTE basis.

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

An employee working a 32 hour weekly average would pay \$1,000 – (1.0 x \$920)  
= 80.00

An employee working a 30 hour weekly average would pay \$1,000 – (.75 x \$920)  
= \$310.00

An employee working a 20 hour weekly average would pay \$1,000 – (.50 x \$920)  
= \$540.00

10.3 Plan Changes: If Metro does not voluntarily change plans, rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the Joint Labor Management Committee for Health Benefits can be reconvened and make a

recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure which it is offering employees.

**10.4 Life, Long Term Disability and Accidental Death and Dismemberment Insurance: Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are benefit-eligible at no cost to the employee.**

**10.5 The Employer shall provide an employee assistance program (EAP) to benefit-eligible employees at no cost to the employee.**

#### **ARTICLE 16: DISCIPLINE**

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

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

#### **ARTICLE 17: GRIEVANCE PROCEDURES**

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

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

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

(a) the name of the grievant(s);

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

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

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

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

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

**Step 5.** If the grievance is still unsettled, the Union shall, within ten (10) calendar days of receipt of the decision of the General Manager have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the Human Resource Director or designee with a copy to the Employer. MERC and the Union shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) calendar days from the request for arbitration MERC and the Union are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of seven (7) names. Upon receipt of the list of arbitrators, within fourteen (14) calendar days both MERC and the Union shall have the right to strike three (3) names from the list. The first strike shall be determined by coin toss, then the parties shall alternate strikes with the remaining person to be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by both parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

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



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

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

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

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

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

## **ARTICLE 20: SUBCONTRACTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 24.1 This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until June 30, ~~2022~~ 2019. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after such notice.
- 24.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 24.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

## **ARTICLE 25: FAMILY, MEDICAL AND SICK LEAVE**

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

- 25.1 Rate of accrual: Employees accrue paid sick leave at a rate of .05 hours per hour paid. The maximum accrual at any time is 40 hours. However, a maximum of forty (40) hours of earned sick leave per fiscal year is protected under Oregon law. Sick leave shall not accrue during unpaid time.
- 25.2 Eligibility for Use: Employees shall be eligible to use earned sick leave after 60 calendar days of service. Thereafter, sick leave may be used immediately after it is accrued for absences from work scheduled by Management.
- 25.3 Notification: For unforeseen absences, employees unable to report to work shall contact their supervisor and report the reason for their absence pursuant to their department notification procedures.

Employees are not required to provide medical information other than the nature of the absence (i.e. sick leave, FMLA, OFLA, etc) and for whom the unplanned absence is for (self, child, spouse, etc).

Employees shall make reasonable efforts to schedule non-emergency appointments in a manner that does not unduly disrupt the Employer's

operations. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably 10 days in advance of the intended absence.

25.4 Reasons for sick leave use:

- a. For mental or physical illness, injury or health condition, need for medical care, diagnosis, treatment, or preventive medical care of a mental or physical illness, injury or health condition, for employees or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b. When leave is requested in accordance with policy and authorized by Human Resources for purposes under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.
- d. In the event of a public health emergency, which includes but is not limited to the closure of the school or place of care of the employee's child, by order of a public official due to a public health emergency, or due to the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee for health reasons.

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

- a. If the employee takes more than three (3) consecutive scheduled workdays of sick time.
- b. If the employee is suspected of misusing and/or abusing sick time. (See 18.2.5)

Medical verification shall be provided to Human Resources within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that s/he has been diligent in requesting the verification from his/her providers. Metro will pay any reasonable costs not paid by a health plan for providing medical verification or

certification. Failure to provide requested documentation may result in disciplinary action.

- 25.6 Rate of Pay/Increments of Use: Sick leave will be paid at the employee's regular rate of pay for that job and shift for the hours the employee was scheduled to work on that day. When using sick leave, employees will report such time consistent with rules for entering hours worked and vacation leave.
- 25.7 Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.

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

- 25.8 Reporting of Sick Leave to PERS: Metro shall participate in the PERS unused sick leave program. Metro shall report the number of unused sick leave hours to PERS as provided in ORS 238.350. Written Notification of Accruals: Metro will provide notification on employees' pay statements of the amount of accrued and utilized sick time.
- 25.9 Misuse or abuse of sick leave: Misuse or abuse of sick time, including but not limited to patterns of sick leave usage and excessive absenteeism, may be grounds for discipline, in accordance with Article 16 (Discipline), up to and including termination.

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

Pay Range	Job Code	Classification	<del>2019-2020</del> 2016-2017**		<del>2020-2021</del> 2017-2018		<del>2021-2022</del> 2018-2019	
			Probation Step	Regular Step	Probation Step	Regular Step	Probation Step	Regular Step
815	8065	Show Seller*	\$16.20	<u>\$17.90</u> \$16.45	\$16.60	<u>\$18.34</u> \$16.86	\$17.02	<u>\$18.80</u> \$17.29
820	8075	Ticket Seller	\$14.34	<u>\$15.88</u> \$14.60	\$14.70	<u>\$16.27</u> \$14.96	\$15.07	<u>\$16.68</u> \$15.34
825	8255	Stage Door Attendant	\$13.66	<u>\$15.13</u> \$13.91	\$14.00	<u>\$15.51</u> \$14.26	\$14.35	<u>\$15.90</u> \$14.62
855	8090	Admissions Lead	\$17.10	<u>\$18.87</u> \$17.35	\$17.52	<u>\$19.34</u> \$17.78	\$17.96	<u>\$19.82</u> \$18.23
865	8070	Usher	\$13.14	<u>\$15.00</u> \$13.39	\$13.47	<u>\$15.38</u> \$13.73	\$13.80	<u>\$15.76</u> \$14.07
865	8080	Gate Attendant	\$13.14	<u>\$15.00</u> \$13.39	\$13.47	<u>\$15.38</u> \$13.73	\$13.80	<u>\$15.76</u> \$14.07
865	8265	Elevator Operator	\$13.14	<u>\$15.00</u> \$13.39	\$13.47	<u>\$15.38</u> \$13.73	\$13.80	<u>\$15.76</u> \$14.07
865	8270	Checkroom Attendant	\$13.14	<u>\$15.00</u> \$13.39	\$13.47	<u>\$15.38</u> \$13.73	\$13.80	<u>\$15.76</u> \$14.07

\*Hired prior to 1987

\*\*Upon Ratification

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 19-07**

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

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

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

**WHEREAS**, the Union membership ratified the collective bargaining agreement on May 20, 2019; and

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

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

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

Adopted by the Commission on June 5, 2019.

\_\_\_\_\_  
Chair

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

*Approved as to Form:*

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



## MERC STAFF REPORT

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

**Resolution No.** 19-07

**Presented by:** Ross Hume, Program Manager, Labor Relations and Employee Engagement

**Date:** June 5, 2019

**Background and Analysis:**

The MERC – ILWU Local 28 collective bargaining agreement represents a contract of the terms and conditions of employment for Medical Technicians and Security Agents at MERC venues.

The parties met for their first session of bargaining on April 18, 2019. Tentative agreement of the contract was reached on April 18, 2019. Ratification was reached by ILWU Local 28 membership on May 20, 2019.

This resolution is submitted to ratify the contract between IATSE 28 and MERC/Metro for the period July 1, 2019 through June 30, 2022. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- Wages and Pay Schedule
  - Effective July 1, 2019 Security Agents will be placed on a seven step salary schedule to achieve pay equity with other security agents in the agency
    - Lead Security Agents will follow a seven step schedule 10% greater than Security Agents
    - Wage Adjustment and Cost of Living Adjustment for Medical Technicians
  - Effective July 1, 2020, wages will be increased 3.00%;
  - Effective July 1, 2021, wages will be increased by 3.00%

**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:**

Recommend approval of Resolution 19-07 which states the MERC Commission approves ratification of the contract.



# Metro

*Tentative Agreement*

*4/18/19*

*R. Hume*  
*Kimball P. Vickery*

600 NE Grand Ave.  
Portland, OR 97232-2736  
oregonmetro.gov

Date: April 18, 2019  
To: Kimball Vickery  
From: Ross Hume, Labor Relations Program Manager  
Subject: Conditional Metro Supposal

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The attached document is Metro's conditional supposal to the International Longshore and Warehouse Union Local 28 for a successor to the parties' 2015 - 2019 Collective Bargaining Agreement.

A summary of the conditional supposal is as follows:

**1) Wages:**

**a) Effective upon ratification but no earlier than 7/1/2019**

- a. For Security Agents and Lead Security Agents, employees will be placed on a new 7 step schedule based on seniority within classification, but in no case will receive a lower rate of pay.
- b. The salary schedule for Medical Technicians will increase per Exhibit A.

**b) Effective upon ratification but no earlier than 7/1/2020**

- a. All salary schedules will increase by 3.0%

**c) Effective upon ratification but no earlier than 7/1/2021**

- a. All salary schedules will increase by 3.0%

**2) Terms of Agreement (Article 40): Duration - 3 year agreement expiring 6/30/2022**

**3) Housekeeping Items:**

- a. **Non-Discrimination (Article 8):** Strike illegal provisions in Section 3. Delete Section 2 outline complaint procedure.
- b. **Overtime (Article 10):** Update contract language to reflect current workweek.
- c. **Sick Leave (Article 16):** Remove sick leave incentive provision.

If this conditional supposal is not accepted by the International Longshore and Warehouse Union Local 28, Metro will withdraw their conditional supposal and this memo will serve as written notification of Metro's intention to engage in successor bargaining.

TA'd  
4/18/19

*R/K*  
*Amber P. Vickery*

## ARTICLE 8: NON-DISCRIMINATION

### Section 1.

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

### Section 2.

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

#### ~~The Metro Human Resources Director or designee will:~~

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

### Section 3.

~~If any employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 4 of the grievance procedure with a copy to the Metro Human Resources Director. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.~~

TA'd

4/18/19



## ARTICLE 10: OVERTIME

### Section 1.

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

### Section 2.

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

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

### Section 3.

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

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

### Section 4.

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

### Section 5.

The Employer shall give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from the employees currently working. If there are not a sufficient number of volunteers to work the needed overtime, the Employer shall assign the necessary number of employees to work overtime. Any employee who

TA'd  
4/18/19

*Robert P. Vickery*

declines to work overtime waives, by that amount, any right to equal overtime in the future.

**Section 6.**

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

**Section 7.**

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

TA'd  
4/12/19

*[Signature]*  
Kimball P. Vickery

## ARTICLE 12: SALARY ADMINISTRATION

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

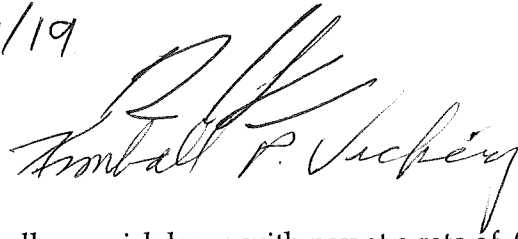
For Security Agents and Lead Security Agents, employees shall be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation shall become the employee's anniversary date. One year after the employee's anniversary and each anniversary date 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.

Upon ratification by both parties, but no earlier than July 1, 2019, wages in Exhibit A will be implemented. For Security Agents and Lead Security Agents, employees will be placed on a new step schedule based on seniority within classification, but in no case will receive a lower rate of pay.

Effective July 1, ~~2017~~ 2020, wages in Exhibit A will be increased 3.0%

Effective July 1, ~~2018~~ 2021, wages in Exhibit A will be increased 3.0%

TA'd  
4/18/19



## ARTICLE 16: SICK LEAVE

### Section 1.

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

### Section 2.

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

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

### Section 3.

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

- a) Use of sick leave in conjunction with regular days off, vacation, personal holidays, on two or more occasions with the preceding one (1) year; or
- b) Patterns of sick leave usage; or
- c) Use of more than forty (40) hours or more of unprotected sick leave, in the preceding ~~six (6)~~ twelve (12) months.

TA'd

4/18/19

*[Signature]*  
Kimberly P. Vickrey

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

#### Section 4.

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

#### Section 5.

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

#### Section 6.

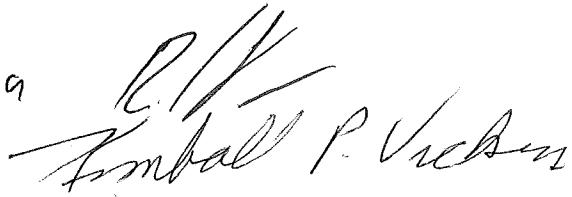
Sick leave shall not continue to accrue during periods of unpaid leave.

#### Section 7.

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



TA'd  
4/18/19

  
Campbell P. Vickman

**Section 8 7.**

Where the Employer has reason to believe an employee is physically incapable of performing the duties of their position, the Special Services Manager may require the employee to take the Physical Capacity Test as provided for in Article 17 (b) Special Circumstances Test or submit to a physical examination by a physician selected by the Employer. The cost of such examination shall be borne by the Employer and the information provided by the physician shall be limited to whether or not the employee is able to fully perform the duties of their position.

**Section 9 8.**

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

TA'd

4/18/19

*[Signature]*  
Emball P. Vickery

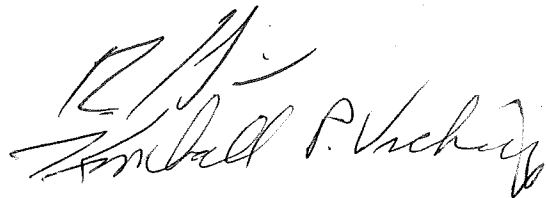
#### ARTICLE 40: TERM OF AGREEMENT

This Agreement shall be in full force and effect from ~~July 1, 2015 until June 30, 2019~~ July 1, 2019 until June 30, 2022, and it shall cease and expire on that date.

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

TA'd

4/18/19


**EXHIBIT "A": PAY SCHEDULE**

Upon ratification of both parties **but no earlier than July 1, 2019**, the following pay schedule will be implemented.

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

<b>Lead Security Agent</b>	
Probationary	Regular
\$ 19.73	\$20.54

**Lead Security Agent**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>19.68</u>	<u>20.66</u>	<u>21.68</u>	<u>22.76</u>	<u>23.91</u>	<u>25.10</u>	<u>26.36</u>

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

**Facility Security Agent (FT/PT)**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>17.89</u>	<u>18.78</u>	<u>19.71</u>	<u>20.69</u>	<u>21.74</u>	<u>22.82</u>	<u>23.96</u>

<b>Medical Technician</b>	
Probationary	Regular
\$ 15.59	\$16.24

<b>Medical Technician</b>	
Probationary	Regular
<u>\$17.19</u>	<u>\$17.89</u>

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 19-08**

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

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

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

**WHEREAS**, the Union membership ratified the collective bargaining agreement on May 30, 2019; and

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

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

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

Adopted by the Commission on June 5, 2019.

\_\_\_\_\_  
Chair

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

*Approved as to Form:*

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

## MERC STAFF REPORT

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

**Resolution No.** 19-08

**Presented by:** Ross Hume, Program Manager, Labor Relations and Employee Engagement

**Date:** June 5, 2019

**Background and Analysis:**

The MERC - IATSE 28 collective bargaining agreement represents a contract of the terms and conditions of employment for Department Heads, Relief Department Heads, and Extra Stage Labor. These employees work at the Portland Center for Performing Arts.

The parties met for their first session of bargaining on April 19, 2019. Tentative agreement of the contract was reached on TBD. Ratification was reached by IATSE 28 membership on May 30, 2019.

This resolution is submitted to ratify the contract between IATSE 28 and MERC/Metro for the period July 1, 2019 through June 30, 2022. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- Wages and Pay Schedule
  - Effective July 1, 2019 wages will be increased by 3.50%
  - Effective July 1, 2020, wages will be increased 3.25%;
  - Effective July 1, 2021, wages will be increased by 3.25%
- Vacation
  - Add accrual step after 15 years of service at a rate of .088 hours of vacation per hour paid.

**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:**

Recommend approval of Resolution 19-08 which states the MERC Commission approves ratification of the contract.

*Tentative Agreement*  
*5/30/19* *RM*  
*TE/H*  
600 NE Grand Ave.  
Portland, OR 97232-2736  
oregonmetro.gov



Date: May 30, 2019  
To: Rose Etta Venetucci  
From: Ross Hume, Labor Relations Program Manager  
Subject: Revised Conditional Metro Supposal

---

The attached document is Metro's conditional supposal to IATSE Union Local 28 for a successor to the parties' 2016 – 2019 Collective Bargaining Agreement.

A summary of the conditional supposal is as follows:

- 1) Preamble: Update dates
- 2) Article 1: Union Recognition and Hiring
  - a. Incorporate changes from a letter of agreement in response to the Janus v. AFSCME decision
- 3) Article VI: Wages; Overtime & Conditions
  - a. Effective upon ratification but no earlier than July 1, 2019 – salary schedule will increase by 3.50%
  - b. Effective upon ratification but no earlier than July 1, 2020 – salary schedules will increase by 3.25%
  - c. Effective upon ratification but no earlier than July 1, 2021 – salary schedules will increase by 3.25%
- 4) Article VIII: Vacation
  - a. Add a vacation accrual step after 15 years of service (15 years and one day) to .088 hours of vacation per hour worked during paid time off for Regular Department Heads.
  - b. Provide an exception to the requirement to provide two-weeks advance notice of a vacation request for emergencies or at the Employer's discretion.
- 5) Article XIII: Miscellaneous Provisions
  - a. Establish a joint labor management committee.
- 6) Term and Termination
  - a. Three year agreement effective July 1, 2019 through June 30, 2022.
- 7) Letter of Agreements
  - a. Extend letters of agreement for Oregon Children's Theatre and Oregon Symphony Association.
  - b. Extra Stage Labor

If this conditional supposal is not accepted by the IATSE Union Local 28, Metro will withdraw their conditional supposal and this memo will serve as written notification of Metro's intention to engage in successor bargaining. This conditional supposal will expire on May 30, 2019.



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D.A.

## Agreement

THIS AGREEMENT is made and entered into effective July 1, ~~2016~~ 2019, by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as the "Employer" or "MERC"), and LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA (hereinafter referred to as the "Union").

### WITNESSETH

#### Purposes

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



TA REV 5/30/16  
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## **ARTICLE I: Union Recognition and Hiring**

1.1 The Employer recognizes the Union as the sole exclusive bargaining representative for all of its employees as set forth in the wage classifications herein, ~~and the Employer agrees that all employees employed by it to perform within the jurisdiction of the Union shall become members of the Union in accordance with the Constitution and By Laws of the Union or shall become fair share payers pursuant to 1.2.3.~~

1.1.1 This Agreement includes only Department Heads, and Relief Department Heads and Extra Stage Labor hired by the Employer as specified. This Agreement shall specifically exclude all extra stage labor employed by clients of the Employer; supervisors, security personnel, building maintenance employees, clerical employees, casual non-stagehand labor, box office employees, ushers, ticket takers, and other professional trades employees.

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

### **1.2 Dues and Work Fees**

The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees for **all bargaining unit employees and** Union members and membership dues for Regular Department Heads who have provided the Employer with written authorization for such deductions, ~~or fair share fees pursuant to 1.2.3.~~ ~~Withholding of Union work fees and membership dues or fair share fees will begin the first of the month following 30 calendar days of employment. If Employer does not receive a signed dues/work fees authorization within 30 days of employment, the employee will be deemed a fair share payer.~~ Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing **as provided in the signed authorization. All requests to revoke work fees and/or union dues deductions shall be forwarded to the Union.** The employer shall, no later than 15 calendar days after each payday, remit all dues, **and** work fees ~~and fair share fees deducted~~ from employees' pay to the Union.

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

1.2.2 Regular Department Heads' membership dues will be deducted in an amount equal to ~~1/24~~ **1/26** of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earnings received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earnings to cover the deduction of the applicable dues or fees. **The Union will be the holder of records concerning union membership status.**

TA REV 5/30/19  
D/J

1.2.3 **Fair Share:** ~~The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law. The Employer shall deduct a fair share fee or payment in lieu of dues from the paycheck of each bargaining unit member covered by this contract who is not a member of Local 28. The amount will be designated by Local 28, but in no event will it exceed an amount equal to the full dues and initiation fees paid by Local 28 members. Local 28 shall utilize such payments in accordance with the requirements of state and federal law. This fair share agreement shall be construed to safeguard the rights of employees under ORS 243.666.~~ **Regular Department Heads who are not members of the Union may choose to voluntarily pay an amount equal to union dues. The Employer shall deduct such voluntary payments in accordance with and on the same terms as provided in section 1.2.**

1.2.4 **Indemnification:** The Union agrees that it will indemnify, defend and save MERC, Metro, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement or a combination hereof arising out of implementation of this Section if the Employer gives reasonable notice to the Union. The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.

1.3 **Equal Opportunity:** Both the Employer and the Union recognize and promise to adhere to the principles of equal opportunity and agree to cooperate with each other in complying with all applicable federal, state and local laws and regulations. Both parties to this Agreement agree not to discriminate with regard to conditions of membership in the Union, and employment by and with the Employer in any manner regarding race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, or any other status protected by law.

#### 1.4 **Hiring**

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

1.4.2 The Union shall provide necessary personnel that possess the level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer and/or any third parties utilizing such employees. The Employer and the Union shall provide ongoing training and education for all Department Heads. MERC, upon written request and giving due consideration to the facility needs, will make equipment and/or facilities available without charge for training purposes.

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

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

TA REV 5/30/19  
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- 1.5.2 If work assigned by the employer requires an electrical license to be held by a Regular Department Head the licensing fees, tuition and materials shall be reimbursed or paid by the Employer.
- 1.5.3 The Employer may require employees to participate in additional training related to the Employer's needs and the employee's job description. When such training is required, tuition and materials shall be reimbursed or paid by the Employer. Training hours will be counted as hours worked and shall be compensated at straight time. Training or meetings scheduled on the same day as a separate work call will not be subject to minimum call provisions described in Article VI, Section 6.4.1 when there is no more than a two hour break between end of the first activity and the scheduled start time of the second activity. All other working conditions will remain in effect.
- 1.5.4 The Employer may direct employees covered by this agreement possessing expertise in stagecraft and knowledge and experience relating to their departments to train others. When such training is required they shall be compensated for training.

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

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

Wage increases will be effective the next pay period following ratification of this agreement by both parties **but in no case earlier than July 1, 2019**. ~~Should ratification by both parties occur before July 31, 2016, wages~~ **The salary schedule** will be increased ~~2.00%~~ **3.50%** for the fiscal year beginning July 1, ~~2016~~ **2019**. Effective July 1, ~~2017-2020~~ wages will be increased ~~2.50%~~ **3.25%** and effective July 1, ~~2018-2021~~ wages will be increased ~~2.50%~~ **3.25%** as reflected in Exhibit A.

### **6.2 Conditions of Regular Time**

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

### **6.3 Conditions of Overtime**

- 6.3.1 When employees are engaged for work calls during the hours of 12:00 midnight and 8:00 a.m., the wage rate shall be two (2) times the regular straight time hourly rate. The hourly wage rate shall revert back to the regular hourly rate at 8:00 a.m., except under the conditions of Section 6.4.11.
- 6.3.2 **Overtime:** Overtime is either time worked over eight (8) hours in a day or over forty (40) hours within one (1) workweek. The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. The overtime wage rate shall be one and one-half (1 ½) times the applicable hourly rate. The workweek shall be considered Monday through Sunday.
- 6.3.3 **Holidays:** When employees are engaged for any work call on a holiday during the twenty-four (24) hour period constituting a holiday (12 midnight to 12 midnight), the employee shall be compensated at two (2) times the regular straight time hourly rate. Holidays for purposes of this Agreement are:



New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve after 5:00 pm	December 24
Christmas Day	December 25

- 6.3.4 When employees are engaged for any work calls on a holiday and are entitled to additional premium pay due to provisions contained in this Agreement, then such pay shall not exceed two (2) times the regular straight time rate. The limit on premium pay shall not apply to the meal premium contained in Section 6.5.
- 6.3.5 Except as provided in this Article, the Employer shall retain the right to monitor all overtime and schedule employees in a manner that promotes employee safety.
- 6.3.6 Notwithstanding Section 6.3.5, no employee shall be replaced or removed after eight (8) hours per day or after forty (40) hours per week during a single promoter event for the purpose of preventing payment of overtime or premium wage scale.
- 6.3.7 The Employer has the right to schedule a separate crew when work with more than one promoter makes around-the-clock and multiple shift work necessary.
- 6.3.8 If a single promoter event is expected to result in the employee working more than 24 continuous hours, the Employer shall notify the Union and endeavor to schedule staff in a manner that ensures both safety and continuity of work.


#### 6.4 **Conditions of Wage Policy**

- 6.4.1 Minimum calls shall be four (4) hours pay at the rate applicable to the time of day the four (4) hour call falls within, except that no rate other than the regular base rate shall be paid on minimum calls unless employees are actually working during premium times.
- 6.4.2 Maintenance work and inspections of the five (5) production departments covering the working jurisdiction and responsibilities of Department Heads under this Agreement shall be performed as directed by management and/or manufacturer requirements. The appropriate Department Head shall lead the work.
- 6.4.3 When initiated by Department Heads, maintenance work and inspections of the equipment or systems under their care shall have no minimum call requirements. Extra Stage Labor needed to perform maintenance work or other

TA REV 5/30/19  


tasks under the direction of a Department Head shall be paid as Grips/Extra People, or greater as determined by the work performed.

- 6.4.4 For purposes of computing time under this Agreement, any fraction of a half-hour over five(5) minutes, when worked by an employee, shall be considered a full half-hour.
- 6.4.5 In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article.
- 6.4.6 Employees shall be allowed an uninterrupted rest period of fifteen (15) minutes on the Employer's time for each continuous four (4) hours of working time. Rest periods shall be scheduled as nearly as possible to the midpoint of the work period.
- 6.4.7 On a call back where the break between the call back and the initial work is more than one hundred twenty (120) minutes, the call back shall be paid as a four (4) hour minimum call.
- 6.4.8 Employees will be kept on call only when appropriate stage work is required by the Employer.
- 6.4.9 All employees shall have a paid pre-call of no less than one-half ( $\frac{1}{2}$ ) hour prior to the beginning of the performance.
- 6.4.10 Employees shall remain on the call until the performance is completed.
- 6.4.11 Employees covered by this Agreement working more than one hundred twenty (120) minutes between midnight and 8:00 a.m. will continue receiving the same rate of pay as specified in 6.3.1 until the employee has received no less than an eight (8) hour rest period.
- 6.4.12 The wage rate applicable to employees (other than Department Heads) who perform maintenance work shall be determined on a case-by-case basis, depending on whether the work is performed without supervision, whether a special license is required or other factors particular to the specific job.
- 6.4.13 Absent unusual circumstances beyond the Employer's control, the Employer shall provide at least forty-eight (48) hours advance notice prior to the originally scheduled call time for the event to employees covered by the Agreement.
- 6.4.14 If the employer cancels a call within 2 hours of the scheduled start time, the employee will be paid a 4 hour minimum. If the employer delays a call within 2 hours of the scheduled start time, the employee will be paid from the original start time.**

TA REV 5/30/16  


## 6.5 Meal Period Breaks During Employment

6.5.1 All employees covered by this Agreement shall have an unpaid meal period of at least one (1) hour duration that begins no later than the end of the fifth continuous hour (<300 minutes) of work except as noted below. Meal periods may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the work is done in a safe, professional manner.

6.5.2 When working for Portland's Centers for the Arts on a venue maintenance call, an unpaid meal break of ½ hour will be allowed, at the option of the employee.

6.5.3 **Mutually Agreed Exceptions:** If the Employer or a presenter has a special situation and MERC wishes to negotiate an exemption or modification to these conditions, it shall contact the Union representative in a timely manner to determine if the revision or waiver is mutually acceptable. Should the representatives of both the Employer and the Union fail to mutually agree upon a revised meal period break, the Employer shall pay each employee a meal period premium.

**Meal Period Premiums:** The value of a meal period premium shall be computed as being equal to one and one-half (1 ½) times the applicable hourly rate until such a meal period is allowed. If no meal is given by the end of the seventh hour then the meal premium shall be computed as being equal to two (2) times the applicable hourly rate until such a meal period is allowed.

6.5.4 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period premium, may provide an adequate meal for all employees and at least thirty (30) minutes to consume the meal. Employees shall receive continuous pay during the thirty (30) minute meal period.

6.5.5 Definition of adequate meal: Between 8:00 A.M. and 8:00 P.M., an adequate meal is cold sandwiches and/or deli trays, salad, chips and drinks. Between 8:00 P.M. and 8:00 A.M., an adequate meal is a hot entrée, two sides and drinks.

6.5.6 If a meal period falls between the hours of 10:30 P.M. and 8:00 A.M., an adequate hot meal and a one-half (½) hour period in which to eat must be provided. Employees shall receive continuous pay during the one-half (½) hour meal period.

6.5.7 No employee shall take a meal break during a performance or dress rehearsal. In the Winningstad Theatre, no employee shall take a meal break during a performance or any type of rehearsal.

6.5.8 Department Heads shall receive a minimum two (2) hour call immediately following each unpaid meal break.



- 6.6 Time sheets submitted to the Employer shall not be altered by the Employer without notification to the affected employee of any such alteration.
- 6.7 Payroll checks for all personnel covered under this Agreement will be issued and made available in accordance with the Employer's regular payroll period.
- 6.8 No employees covered by this Agreement shall donate his or her services without prior, mutual, written consent of the Employer and the Union.





## **ARTICLE VIII: Vacation**

### **8.1 Eligibility**

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

### **8.2 Vacation Accrual**

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

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

- 8.2.1 Relief Department Heads who are not also employed as Regular Department Heads shall accrue vacation at the rate shown above for 0 through 4 years of service.
- 8.2.2 Regular and Relief Department Heads will not be allowed to accrue more than two hundred and fifty (250) hours of vacation leave. If an employee is close to reaching the 250 hour cap, the employee will request to schedule vacation as described in 8.3 of this Article.
- 8.3 **Scheduling of Vacations:** Vacation requests shall be consistent with Article V (Scheduling). Requests must be submitted through the Employer's timekeeping system and approved by management. Requests for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. **Exceptions to this two-week advance request requirement may be made for emergencies and/or at the Employer's discretion.** Vacation requests will be processed within two weeks of the request. If a vacation request is denied, the employee will be informed in writing.

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R-11

- 8.4 **Vacation Pay Upon Termination:** A Department Head who has successfully completed the initial probationary period, and is separated from MERC, shall be entitled to payment for accrued vacation leave. In no case shall payment be for more than the maximum accumulation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due is paid.
- 8.5 **Breaks in Service:** Eligibility to take vacation and to receive higher accrual rates based on years of service is subject to the Break in Service provision in Article IV.

TA REV 5/30/17



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

#### **13.1 Inspection Privileges**

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

#### **13.2 Other Work**

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

#### **13.3 Labor Management Committee**

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

TA REV 5/30/19  
R-11

**ARTICLE XIX: Term and Termination**

- 19.1 **Term:** This Agreement shall be effective July 1, ~~2016~~ 2019 and shall remain in full force and effect until the 30<sup>th</sup> day of June ~~2019~~ 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after said notice.
- 19.2 **Closure:** The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.
- 19.3 **Amendment:** The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

REV 5/30/19  
R-1/K

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

**Oregon Symphony Association - Public Broadcasting Recording Rates**

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

**RECITALS**

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

**AGREEMENT**

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

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

For Metro:

For IATSE Local 28:

---

Ross Hume                      Date  
Labor/Employee Relations  
Metro

---

Rose Etta Venetucci                      Date  
Business Representative  
IATSE Local 28

TA REV 5/30/19



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

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

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

**RECITALS**

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

**AGREEMENT**

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

**DURATION**

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

For MERC/Metro:

For IATSE Local 28:

\_\_\_\_\_  
Ross Hume                      Date  
Labor/Employee Relations  
Metro

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

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## LETTER OF AGREEMENT Extra Stage Labor

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

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

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

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


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

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

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R/H

- ii. Wardrobe: work apron, scissors, safety pins, flashlight, needle and thread.
  - c. The Union agrees that when referring applicants for employment, its selection will be made in a lawful, non-discriminatory manner in accordance with the Union's Hiring Hall Rules. It is further agreed that the Hiring Hall Rules will adopt reasonable standards or criteria for the making of referrals and that such standards or criteria will be consistent with the terms of this Agreement and applied on a uniform basis. No modifications to the Union Hiring Hall Rules will be adopted which are contrary to this Agreement.
  - d. The Employer shall have the right to reject, in writing, any job applicant referred by the Union in accordance with the provisions of this Agreement. The written notice must specify the cause for the rejection to the union. ~~In the event the Employer rejects any applicant so referred, it agrees to notify the Union thereof and to pay such rejected applicant the applicable minimum call, unless the applicant was rejected for cause, as herein defined.~~
3. **Modifications of CBA Terms/Conditions:** All terms and conditions of the collective bargaining agreement shall apply to Extra Stage Labor with the following exceptions/modifications:
- a. In lieu of vacation, as provided in Article VIII, and sick leave, as provided in Article XVIII, Extra Stage Labor shall, in accordance with past practice, continue to receive PTO in accordance with the terms attached hereto as Exhibit A.
  - b. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one percent (1%) of the gross wages earned by each employee performing Extra Stage Labor. Such payment shall be due and payable for work performed on and after the effective date of this Agreement and shall be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union and an equal number of Trustees appointed by the Employer, numbering two Employer Trustees and two Union Trustees, said payments are to be deposited in the account in the name of "I.A.T.S.E. Local 28 Training Fund" and shall be under the control of said Joint Board of Trustees; such contributions shall be utilized for the purpose of supporting the education of stagehands.
  - c. The Employers agrees, in addition to all wages and other sums required to be paid under the collective bargaining agreement, to pay the further sum of one-half percent (.5%) of the gross wages earned by each employee performing extra stage labor to the IATSE Entertainment and Exhibition Industries Training Trust Fund. All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", no later than the 20th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions



TA REV 5/31/19  


shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.

4. The following previously inactive classifications in the 2016-2019 Exhibit A: Wage Classifications will be added back into Exhibit A with the following corresponding rates:

- a. Special Operators (additional sound or light board operators; follow-spot operators; pyrotechnicians; video, slide, or scenic projector operators; automation operators; forklift operators; laundry; stitcher; shoecraft; certified flaggers/Keller): (currently \$27.30, 3.5% increase effective 7/1/19)
- b. Wardrobe Attendants/Dressers: Same as Grip Rate (currently \$24.83, 3.5% increase effective 7/1/19)
- c. Wardrobe Department Head: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)
- d. Wardrobe/Hair and Makeup: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)
- e. Motion Picture Operators: Same as Department Head Rate (currently \$28.88, 3.5% increase effective 7/1/19)

4.5. Any and all modifications to the 2016-2019 collective bargaining agreement to which the parties agree shall apply equally to extra stage labor.

\_\_\_\_\_  
Rose Etta Venetucci  
Business Representative, IATSE Local 28

\_\_\_\_\_  
Ross Hume  
MERC/Metro

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

TA REV 5/30/19  


## **EXHIBIT A – PAID TIME OFF (PTO) For EXTRA STAGE LABOR**

### **DEFINITION:**

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

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

### **ACCRUAL:**

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

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

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

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

### **ELIGIBILITY:**

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

### **USE OF PTO:**

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

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

### **REPORTING:**

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



**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 19-09**

For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28 (Audio Visual at the Oregon Convention Center) (the Union).

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

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

**WHEREAS**, the Union membership ratified the collective bargaining agreement on May 7, 2019; and

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

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

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

Adopted by the Commission on June 5, 2019.

\_\_\_\_\_  
Chair

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

*Approved as to Form:*

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

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of ratifying the collective bargaining agreement with the International Alliance of Theatrical Stage Employees (IATSE) Local 28 (Audio Visual at the Oregon Convention Center).

**Resolution No.** 19-09

**Presented by:** Ross Hume, Program Manager, Labor Relations and Employee Engagement

**Date:** June 5, 2019

### **Background and Analysis:**

The MERC - IATSE 28 collective bargaining agreement represents a contract of the terms and conditions of employment for three full-time Audio/Visual (AV) Lead Technicians and 18 part-time AV Technicians. These employees work at the Oregon Convention Center and provide AV services for conventions.

The parties met for their first session of bargaining on April 16, 2019. Tentative agreement of the contract was reached on April 30, 2019. Ratification was reached by IATSE 28 membership on May 7, 2019.

This resolution is submitted to ratify the contract between IATSE 28 and MERC/Metro for the period July 1, 2019 through June 30, 2022. This three-year agreement contains traditional mandatory subjects of bargaining found in other MERC contracts, with the following key elements:

- Wages and Pay Schedule
  - Effective July 1, 2019 wages will be increased by 2.0%  
Wage Adjustment for Audio Visual Lead Technicians increase wages by \$1.45 per hour;
  - Effective July 1, 2020, wages will be increased 2.50%;
  - Effective July 1, 2021, wages will be increased by 2.50%
- Health and Welfare
  - Pro-rated Health and Welfare benefits at 50% for employees working 20 hours or more per week in a one-year look-back period
  - Pro-rated Health and Welfare benefits at 75% for employees working 26.7 hours or more per week in a one-year look-back period
  - Full-time Health and Welfare benefits for employees working 32 hours or more per week in a one-year look-back period
- Shift Premium
  - Shift premium of \$1.70 per hour when working from the hours of 12:00 am to 5:00 am.
- Overhire Agreement
  - A trial agreement to hire extra Audio Visual Technicians when needed through the Union Hiring Hall through January 31, 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:**

Recommend approval of Resolution 19-09 which states the MERC Commission approves ratification of the contract.



TA 4/30/19  
Rose Etta Venetucci  
R.H.

600 NE Grand Ave.  
Portland, OR 97232-2736  
oregonmetro.gov

Date: April 30, 2019  
To: Rose Etta Venetucci  
From: Ross Hume, Labor Relations Program Manager  
Subject: Revised Conditional Metro Supposal

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The attached document is Metro's conditional supposal to IATSE Union Local 28 representing Audio Visual employees at the Oregon Convention Center for a successor to the parties' 2016 - 2019 Collective Bargaining Agreement.

A summary of the conditional supposal is as follows:

**1) Wages (Article VII):**

**a) Effective upon ratification but no earlier than 7/1/2019**

- a. Audio Visual Lead Technicians will increase to \$27.61 per hour
- b. All salary schedules will increase by 2.00%

**b) Effective upon ratification but no earlier than 7/1/2020**

- a. All salary schedules will increase by 2.50%

**c) Effective upon ratification but no earlier than 7/1/2021**

- a. All salary schedules will increase by 2.50%

**2) Work Schedules (Article IX):**

- a. Shift premium for hours worked between 12:00 am and 5:00 am of \$1.70 per hour.

**3) Health and Welfare Benefits (Article X):**

- a. Full-time benefit eligibility established at 32 hours per week
- b. Pro-rated insurance offered for employees working 20 or more hours per week

**4) Other Leaves (Article XIII):**

- a. Expand bereavement leave to include aunt, uncle, and grandparent-in-law

**5) Terms of Agreement (Article XXII): Duration - 3 year agreement expiring 6/30/2022**

**6) Housekeeping Items:**

- a. **Dues and Work Fees (Article III):** Incorporate changes made in current letter of agreement post Janus
- b. **Union Rights (Article V):** Incorporate changes made in current letter of agreement post Janus
- c. **Discipline and Discharge (XVII):** Eliminate "oral reprimand" as part of the definition of discipline under the bargaining agreement
- d. **Work Schedules (IX):** Incorporate language from grievance settlement. See 9.3 and 9.5.

**7) Letter of Agreement:** Overhires hired through the hiring hall through January 31, 2020.

If this conditional supposal is not accepted by the IATSE Union Local 28, Metro will withdraw their conditional supposal and this memo will serve as written notification of Metro's intention to engage in successor bargaining. This conditional supposal will expire on April 30, 2019.



TA 4/30/19  
Roc Att. Ventura  
R.J.

### ARTICLE III: DUES AND WORK FEES

- 3.1 The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees **for all bargaining unit employees and union membership dues** and membership dues or fair share fees for those who have provided the Employer with written authorization for such deductions. ~~Withholding of Union work fees and membership dues or fair share fees will begin the first of the month following 30 calendar days of employment. If Employer does not receive a signed dues/work fees authorization within 30 days of employment, the employee will be deemed a fair share fee payer. Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing~~ **as provided in the signed authorization. All requests to revoke work fees and/or union dues deductions shall be forwarded to the Union.** The employer shall, no later than 15 calendar days after each payday, remit all dues, work fees and fair share fees deducted from employees' pay to the Union.
- 3.2 Work fees will be deducted in a percentage of gross wages per pay period as designated by the Union.
- 3.3 Membership dues may be deducted in an amount equal to 1/24 **1/26** of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earning received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which **there was insufficient earning to cover the deduction of the applicable dues or fees. The Union will be the holder of records concerning union membership status.**
- 3.4 **Bargaining unit employees who are not members of the Union may choose to voluntarily pay an amount equal to union dues. The Employer shall deduct such voluntary payments in accordance with and on the same terms as provided in Section 3.1.**
- 3.5 **Indemnification:** The Union agrees that it will indemnify, defend and save MERC, Metro, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement or a combination hereof arising out of implementation of this Section if the Employer gives reasonable notice to the Union. The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.



TA 4/30/19  
Lor Otto V...  
R/S

#### ARTICLE V: UNION RIGHTS

- 5.1 Union Representatives: Within 30 calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be updated as necessary.
- 5.1.1 Business Representative(s) of the Union shall make their presence known to the appropriate administrative authority when coming on grounds to meet with employees. Such meetings shall be conducted during the employee's non-work time and shall not be paid time unless paid time is approved by management. Such visits shall not interrupt work or disrupt operations.
- 5.1.2 Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
- 5.1.3 No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- 5.1.4 A Steward who comes to the work site during their off duty hours to carry out Steward duties shall not be paid for such time.
- 5.1.5 Internal union business shall be conducted by Stewards and employees during their non-work time.
- 5.1.6 All matters relating to contract negotiations will be performed on the employee's own time.
- 5.2 Via a twice a month report the employer will notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, date of hire, job classification, and phone number. The Employer shall provide such information to the Union's Secretary.**
- 5.2.1 The Employer shall provide the Union with advanced notice of all new-employee orientation sessions for new hires covered in this agreement and shall further afford the Union sufficient time during such orientations to address newly hired employees.**

TA 4/30/19  
Rosetta Vinton  
R/V

**ARTICLE VIII: WAGES**

- 8.1 ~~Upon ratification of both parties, wages as reflected in Exhibit A will be implemented.~~ **Upon ratification by both parties, but not before July 1, 2019, wages as reflected in Exhibit A.**
- 8.2 Upon ratification by both parties, but not before July 1, 2017 **July 1, 2020**, wages as reflected in Exhibit A will be increased by 2.00 **2.50**%.
- 8.3 Upon ratification by both parties, but not before July 1, 2018 **July 1, 2021**, wages as reflected in Exhibit A will be increased by 4.50 **2.50**%.

TA 4/30/19  
Loren H. Venter  
R/S

#### ARTICLE IX: WORK SCHEDULES

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

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

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

- 9.3 When an event as determined by Management requires two shifts separated by more than one hour in a single day to be staff by the same employee for continuity of service, that employee will be scheduled a minimum of ten (10) hours for the combined shifts.

- 9.4 Work performed between 12:00 am and 5:00 am will receive a shift premium of \$1.70 per hour.

- 9.5 Management will provide a tentative event schedule for the following month at least seven (7) calendar days prior to the deadline for employees to enter their availability to work during that month. The parties understand that scheduling changes may occur after the tentative schedule is posted.



TA 4/30/19  
Ron Utter  
[Signature]

## ARTICLE X: HEALTH AND WELFARE BENEFITS

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

Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to maintain an ongoing review of health benefit related issues for employees of Metro. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. The full details of the JLMC are contained in the JLMC by-laws.

- 10.2 **Benefit Eligibility:** Effective January 1, 2020, for regular status employees working thirty two (32) hours a week or more, Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee. These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

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

- 10.3 **Effective January 1, 2020,** Prorated insurance will be available to employees who work thirty (30) twenty (20) hours a week or more during a twelve month (12) measurement period. Their premium share will be calculated based on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by Metro's full-time employee premium portion for that plan.

A part-time employee's pro-rated amount, for the purpose of benefits, shall be based on average paid hours per week during a one (1) year measurement period. This annual calculation shall be from November 1<sup>st</sup> through the end of October 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 at 50%.
- Employees with hours paid of 26.7 – 31.99 per week (according to the calculation period) shall receive benefits prorated at 75%.
- Employees with hours paid of 32 per week or more (according to the calculation period) shall receive benefits on a 1.0 FTE basis.

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

An employee working a 32 hour weekly average would pay \$1,000 – (.8 1.0 x \$920) = \$26480.00

An employee working a 30 hour weekly average would pay \$1,000 – (.75 x \$920) = \$310.00

An employee working a 20 hour weekly average would pay \$1,000 – (.50 x \$920) = \$540.00

TA 4/30/19  
Carla Vint  
R. [Signature]

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

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

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

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

TA 4/30/19  
Ron the Union  
R. J.

**ARTICLE XVII: DISCIPLINE AND DISCHARGE**

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

TA 4/30/19  
Rozetta Vento  
R. J.

**ARTICLE XXII: TERM OF AGREEMENT**

- 22.1 The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific term of this Agreement shall be effective upon the ratification of both parties and until June 30, 2019 **2022**, when it shall cease and expire on that date.
- 22.2 Closure: The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.
- 22.3 Amendment: The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

TA 4/30/19  
Ron Attyant  
R/f

## EXHIBIT A: PAY SCHEDULE

Metropolitan Exposition Recreation Commission  
IATSE, Local 28 (AV at OCC) Hourly Rate Pay Schedule

AV Technician	
Probationary	Regular
\$17.87	\$22.19
<u>\$18.87</u>	<u>\$23.43</u>

Lead AV Technician	
Probationary	Regular
	\$25.26
N/A	<u>\$28.16</u>

Rate While Performing Rigging at 30 Feet or Higher*
\$29.26 <u>\$30.91</u>

\*As directed by management



TA 4/30/19  
Rose Etta Venetucci  
R/V

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

This is a Letter of Agreement (LOA) between MERC (hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to overhires of Audio Visual Technicians (hereinafter referred to as "Extra Audio Visual Technicians") at the Oregon Convention Center.

**RECITALS**

The parties wish to establish an alternative procedure for hiring Extra Audio Visual Technicians at the Oregon Convention Center on a trial basis.

**AGREEMENT**

1. Where the amount of work exceeds Audio Visual staffing levels and/or there are insufficient staff with the applicable skills, management will schedule Extra Audio Visual Technicians with the Union who can perform the duties required to the satisfaction of the Employer and third parties paying for services.
2. The Employer may request an individual by name or by asking the Union to dispatch a worker.
3. The Employer retains the right to refuse any Extra Audio Visual Technician referred by the Union.
4. An Extra Audio Visual Technician is responsible to perform all duties of the Audio Visual Technician classification.
5. The Union shall provide the qualified personnel to fill the call within 24 hours of the notice of a staffing need. If the Union is unable to fill the call within 24 hours' notice, the Employer may fill the call by other means.
6. An Extra Audio Visual Technician shall be subject to the terms and conditions of the Agreement and paid in accordance with Exhibit A.
7. For all Extra Audio Visual Technicians that are not enrolled in a Metro Sponsored Health Insurance plan, the Employer agrees to contribute to the IATSE National Health & Welfare Fund 19% of the gross wages earned.
8. The Union shall indemnify, hold harmless, and defend the Employer, its agents, employees and elected officials from and against all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from the employer's contribution to the Fund, including but not limited to claims asserted by the Union's members or by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph. This provision will apply only if the Employer is current on all of the health and welfare contributions on behalf of all individuals required by the collective bargaining agreement.
9. This agreement shall not set precedent, alter, or have effect on the terms and conditions existing between the Union and Metro except as specifically stated in this agreement.
10. Prior to the expiration of this agreement, the parties will meet to discuss an extension to this agreement.

This LOA will become effective upon ratification of this agreement, but no earlier than July 1, 2019 and shall expire on January 31, 2020.

For Metro:

Ross Hume  
Labor/Employee Relations  
Metro

Date

For IATSE Local 28:

Rose Etta Venetucci  
Business Representative  
IATSE Local 28

Date

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# **MERC Commission Meeting**

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June 5, 2019  
12:30 pm

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Aramark Quarterly Report

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# 3<sup>rd</sup> Quarter Review - FY2019

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

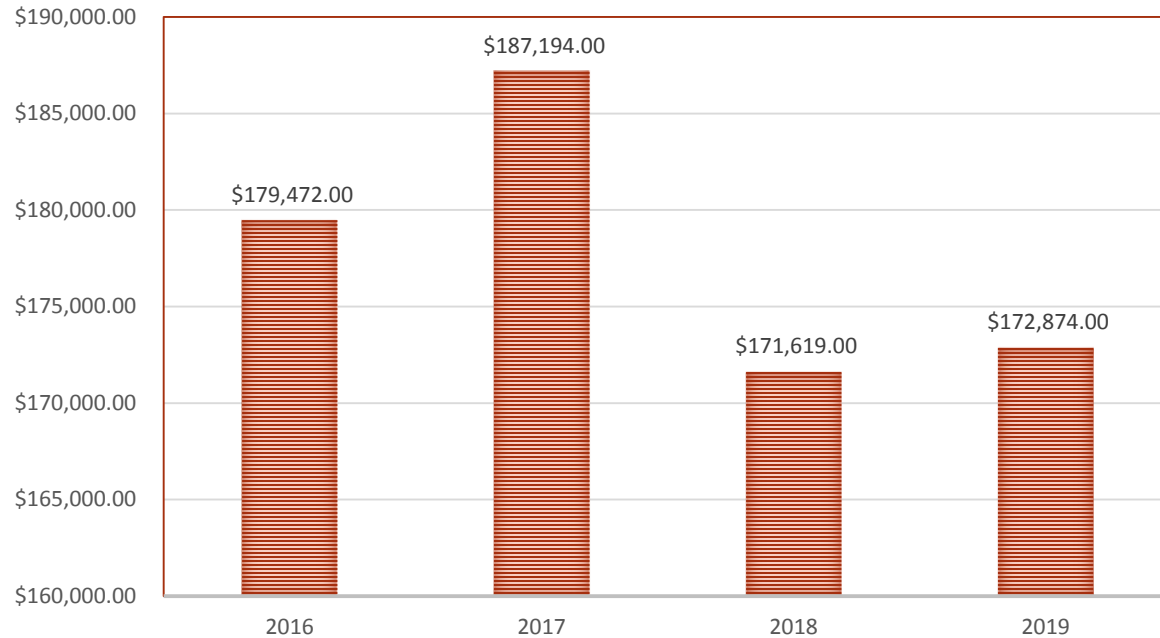
June 5, 2019

YTD Financials | YTD Highlights | Hiring | Purchasing | Aramark

# Portland Expo Center

	FY19 YTD Through 3rd Quarter	FY18 YTD Through 3rd Quarter	FY19 Full Year Budget
Net Gross Receipts	\$ 1,508,544.00	\$ 1,803,604.00	\$ 2,502,702.00
Cost of Sales	\$ 347,606.00 23%	\$ 389,870.00 22%	\$ 410,222.00 16%
Labor	\$ 709,125.00 47%	\$ 765,105.00 42%	\$ 911,843.00 36%
Margin	\$ 101,920.00 7%	\$ 256,909.00 14%	\$ 511,904.00 20%

# West Delta through Pd 9



# FY19 Expo Q3 Highlights

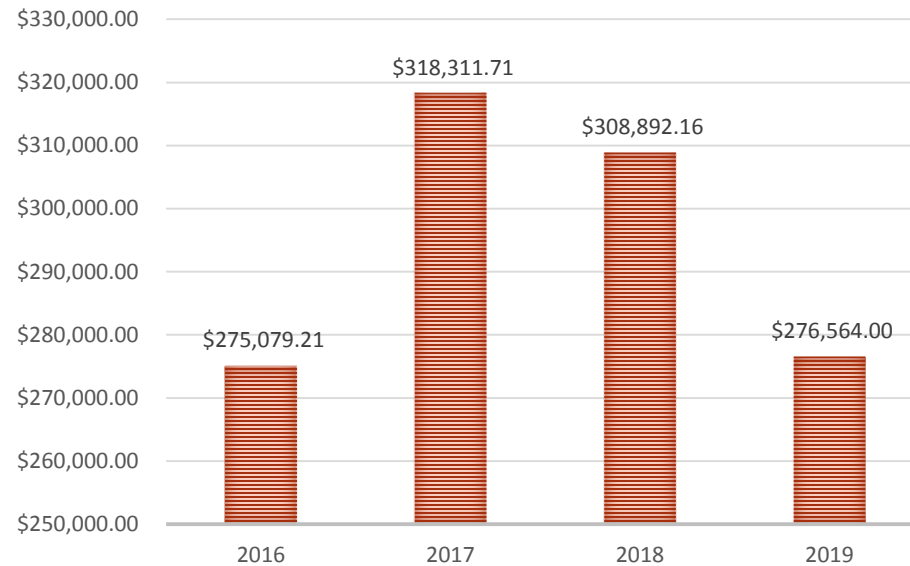
Sportsman's Show	\$374,461
Roadster	\$58,186
Home & Garden	\$46,964
Boat Show	\$43,129
RV Show	\$40,070

# Portland'5 Centers for the Arts

	FY19 YTD Through 3rd Quarter		FY18 YTD Through 3rd Quarter		FY19 Full Year Budget	
Net Gross Receipts	\$	2,657,682.00	\$	2,577,117.00	\$	3,450,895.00
Cost of Sales	\$	507,888.00	19%	\$ 465,849.00	18%	\$ 669,650.00 19%
Labor	\$	891,765.00	34%	\$ 931,652.00	36%	\$ 1,277,200.00 37%
Margin	\$	767,249.00	29%	\$ 755,394.00	29%	\$ 806,535.00 23%

# ArtBar Bistro through Pd 9

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**ArtBar**  
& BISTRO



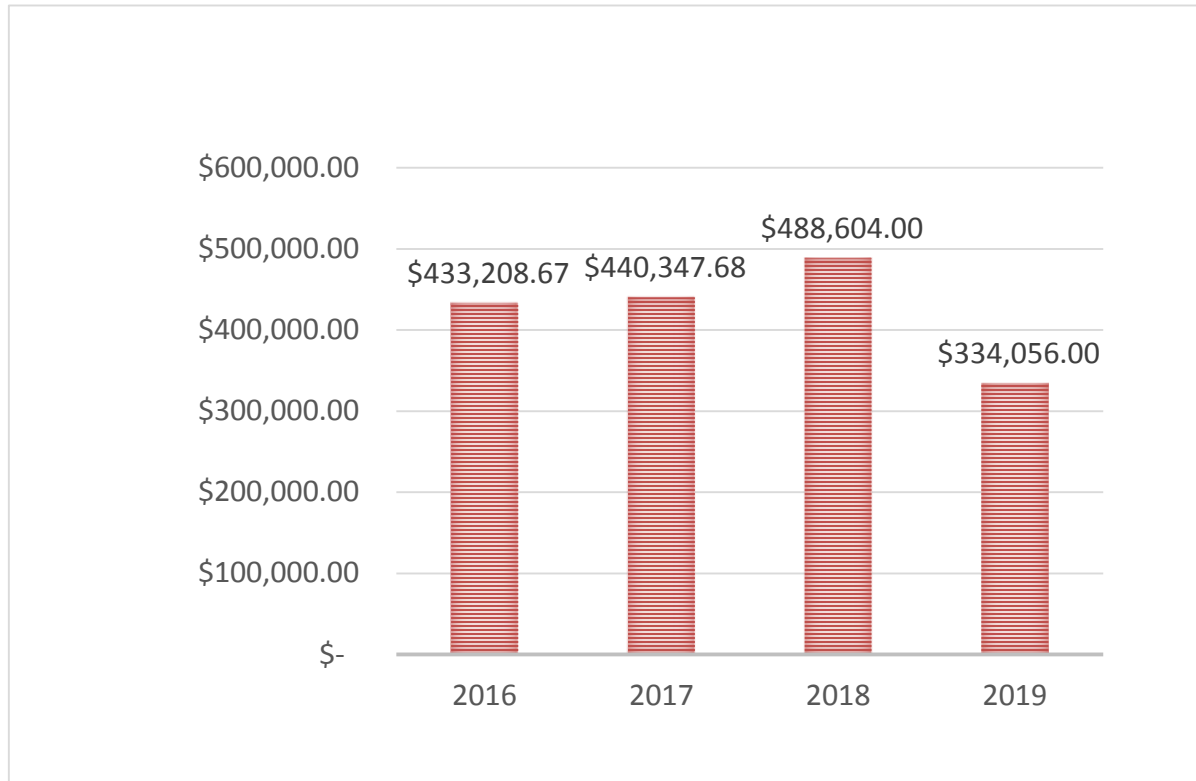
# FY19 Portland's Q3 Highlights

The King and I	\$92,065
Aladdin	\$91,538
Come From Away	\$62,683
Ali Wong	\$47,011
OSO Harry Potter	\$34,005

# Oregon Convention Center

	FY19 YTD Through 3rd Quarter		FY18 YTD Through 3rd Quarter		FY19 Full Year Budget	
Net Gross Receipts	\$	13,018,492.00	\$	10,539,552.00	\$	16,054,616.00
Cost of Sales	\$	1,828,009.00	14%	\$ 1,854,369.00	18%	\$ 2,603,367.00 16%
Labor	\$	5,877,677.00	45%	\$ 5,453,328.00	52%	\$ 7,545,809.00 47%
Margin	\$	3,363,269.00	26%	\$ 1,531,003.00	15%	\$ 3,506,257.00 22%

# Stir Bistro/Portland Roasting-P9



# FY19 OCC Q3 Highlights

19NTC	\$726,553
Auto Show	\$395,531
SPSP	\$338,327
Mass Timber	\$330,526
NWPBIS	\$202,979

# Community Employment Partners

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## **FOTA:**

Giacometti Partners LTD  
 Goodwill Industries  
 Urban League Portland  
 SEI  
 PCC Workforce NE Campus  
 Dress for Success  
 Bradley Angle  
 Community Works Projects  
 Mentor Oregon  
 Easter Seals Oregon  
 Human Solutions  
 Portland Public Schools Youth Transition  
 Multnomah County

## **Portland Metro Area:**

I am Academy-Roosevelt and Franklin  
 New Avenues for Youth  
 New City Initiatives  
 Central City Concern  
 Transition Projects  
 Goodwill Industries  
 Catholic Charities  
 US Department of Veteran Affairs  
 Pivot/Job Corps

## **Portland Metro Area**

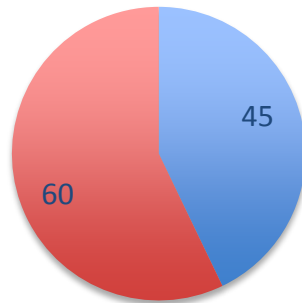
IRCO Immigrant and Refugee Community  
 Organization  
 Trellis Inc.  
 SE Works  
 Dirkse  
 Community Visions, Inc.  
 Cascadia Behavioral Healthcare  
 NARA Native American Rehabilitation Assoc.  
 Albertina Kerr  
 Program  
 Worksource Portland/Metro and Vancouver  
 Clackamas HHH Services  
 Multnomah County Department of  
 Justice/Human Services  
 Northwest Family Services  
 Portland Women's Expo Foundation  
 Easter Seals Oregon  
 Lifesource Group  
 Exceed Enterprises  
 Community Vision, Inc  
 REAP  
 Oregon DHS  
 Portland/Metro Workforce Dev. Board  
 Rise Employment Services

# YTD Community Outreach

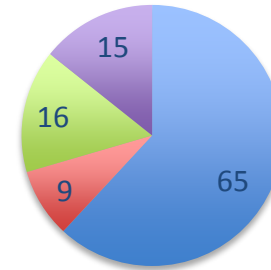
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New Avenues for Youth Site Tour OCC July  
Aramark Hiring Event-PCC Workforce NE July  
Employer Market Place-PCC Workforce NE (4 presentations)  
Goodwill Industries Hiring Event July  
Diversity Employment Day Career Fair August  
Oregon Convention Center/Aramark Hiring Event-OCC August  
Clackamas Community College Job Fair October  
Aramark Hiring Event- PCC Workforce NE October  
DHS/SE Works Job Fair November  
Dress for Success Presentation November  
Oregon Convention Center/Aramark Hiring Event-OCC January  
Bradley Angle Job Fair February  
Portland Expo Center/Aramark Hiring Event-Expo February  
PCC Workforce NE Job Fair March

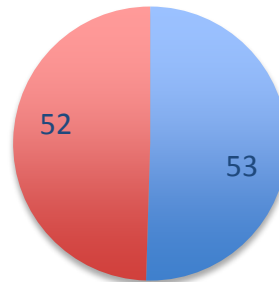
# 2019 YTD FOTA & Diversity- 105 hires



■ FOTA = 43% ■ NON FOTA = 57%



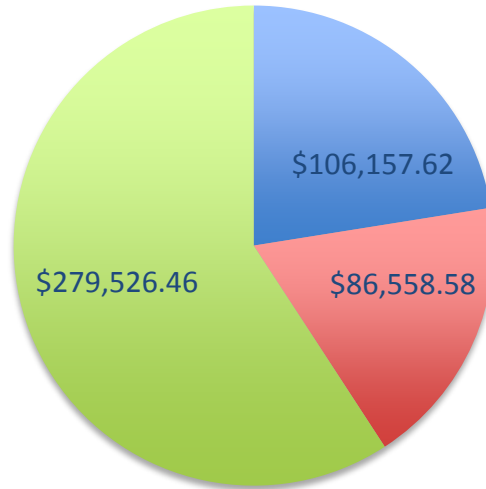
■ White = 62%  
 ■ Black/African American = 9%  
 ■ Hispanic/Latino = 15%  
 ■ Other = 14%



■ MALE = 50% ■ FEMALE = 50%

# 2019 Expo Purchasing

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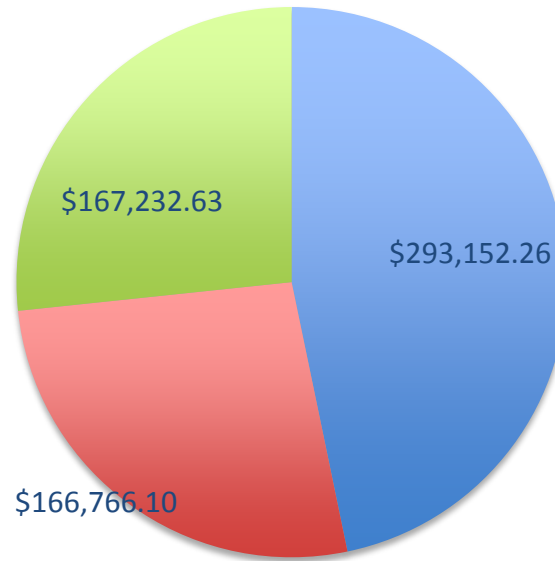
■ FOTA Purchases = 22% ■ Local Purchases = 20% ■ Other Purchases = 59%

EXPO Total Purchases = \$472,242



# 2019 P5 Purchasing

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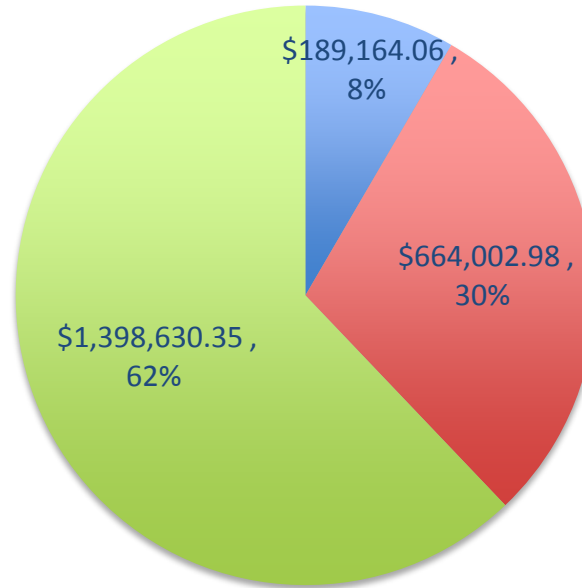


■ FOTA Purchases = 47%   ■ Local Purchases = 26%   ■ Other Purchases = 27%

P5 Total Purchases = \$627,151

# 2019 OCC Purchasing

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■ FOTA Purchases = 8% ■ Local Purchases = 30% ■ Other Purchases = 62%

OCC Total Purchases = \$2,251,797

# Aramark

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## Promotions in Q3 FY19

- Riley Hartman – Expo FSD > P5 GM
- Audrey Hofer – P5 F&B Manager > P5 Catering Manager
- Ali Choe - P5 Catering Manager > Oregon Zoo Catering Manager

## External Hires

- Jesus Santoyo – Expo FSD