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# **MERC Commission Meeting**

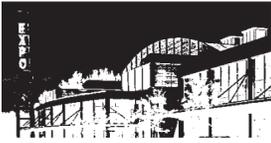
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September 4, 2013  
12:30 pm

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Portland's  
Centers for the Arts  
Brunish Theater  
1111 SW Broadway

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

www.oregonmetro.gov



# Metro | *Exposition Recreation Commission*

## Agenda

Meeting: Metro Exposition Recreation Commission Meeting  
Date: Wednesday, September 4, 2013  
Time: 12:30-2:30 p.m.  
Place: Portland's 5 Centers for the Arts, Brunish Theater

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### CALL TO ORDER

- |              |            |   |   |
|--------------|------------|---|---|
| <b>12:30</b> | <b>1.</b>  | <b>QUORUM CONFIRMED</b>   |   |
| <b>12:35</b> | <b>2.</b>  | <b>COMMISSIONER, COUNCIL LIAISON COMMUNICATIONS</b>   | <b>Judie Hammerstad</b>   |
| <b>12:40</b> | <b>3.</b>  | <b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b>   |   |
| <b>12:45</b> | <b>4.</b>  | <b>GENERAL MANAGER COMMUNICATIONS</b>   | <b>Teri Dresler</b>   |
|              | 4.1        | Financial Report  |   |
| <b>12:55</b> | <b>5.</b>  | <b>MERC VENUES' BUSINESS REPORTS</b>  | <b>Scott Cruickshank<br/>Lori Leyba Kramer<br/>Matthew P. Rotchford</b> |
| <b>1:10</b>  | <b>6.</b>  | <b>TRAVEL PORTLAND QUARTERLY REPORT, pages 4-24</b>   | <b>Jeff Miller<br/>Brian McCartin</b>                                   |
| <b>1:30</b>  | <b>7.</b>  | <b>CONSENT AGENDA</b><br>August 7 , 2013 MERC Regular Meeting Record of Actions, pages 26-33  |   |
| <b>1:35</b>  | <b>8.</b>  | <b>ACTION AGENDA</b>  |   |
|              | <b>8.1</b> | <b>Resolution 13-22</b> for the ratification of the IATSE B-20 c.b.a., pages 35-71  | <b>Antoinette Gasbarre<br/>Joe Durr</b>                                 |
|              | <b>8.2</b> | <b>Resolution 13-23</b> for the purpose of approving changes to MERC Personnel Policies, pages 72-127   | <b>Antoinette Gasbarre<br/>Betsy Tripi</b>                              |
|              | <b>8.3</b> | <b>Resolution 13-24</b> for the purpose of approving an amendment to the contract with Plumbing & Mechanical Contractors Group for the Oregon Convention Center, "Victaulic Coupler Replacement Project" and delegate authority to the GM of Visitor Venues to execute the amendment to the contract, pages 128-130 | <b>Josh Lipscomb<br/>Scott Cruickshank</b>                              |
|              | <b>8.4</b> | <b>Resolution 13-25</b> For the purpose of approving and transmitting to the Metro Council a budget amendment to the MERC Fund for the fiscal year 2013-14 annual Capital Plan, pages 131-134   | <b>Cynthia Hill<br/>Tim Collier</b>                                     |
| <b>1:45</b>  | <b>9.</b>  | <b>EXECUTIVE SESSION – Update on labor negotiations</b>   | <b>Nathan Sykes</b>   |

**ADJOURN**

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# **MERC Commission Meeting**

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September 4, 2013  
12:30 pm

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4.1 Financial Report

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**Due to work finalizing the conversion of the Venue Chart of Accounts to the Metro Chart of Accounts, copies of the July 2013 Financial Report have been delayed and will be presented at the MERC meeting on September 4.**

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# **MERC Commission Meeting**

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September 4, 2013  
12:30 pm

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6.0 Travel Portland  
Quarterly Report

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travel  
PORTLAND

For MERC

4th Quarter and Year End Report  
**2012-13**

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Jeff Miller.....President and CEO

Brian Doran.....Executive Vice President of Finance and Administration

Brian McCartin.....Executive Vice President of Convention and Tourism Sales

Greg Newland.....Executive Vice President of Marketing and Public Relations

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|--|
| 1000 SW Broadway<br>Suite 2300<br>Portland, OR 97205<br>503.275.9750 |
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# EXECUTIVE SUMMARY

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## ACCOMPLISHMENTS

- YTD, OCC realized over \$11.1 million in revenue from Travel Portland booked business with a community economic impact ROI of 36.0. This represents a record breaking amount of revenue for conventions booked by Travel Portland.
- Forty-five new and six repeat OCC conventions were booked for future year's worth over \$11.4 million in OCC revenue, which also represents a record breaking year of convention bookings. Community economic impact was over \$68.7 million.
- Total Travel Portland bookings, including single hotel, will result in over \$112.9 million of economic impact.
- Travel Portland booked 16 minority meetings for the year with an EEI of over \$7.3 million and 11,003 room nights.
- Travel Portland generated eighty-eight articles worth almost \$2 million for the OCC and visitor venues for 2012-13.

## TRENDS, SUCCESSES, OBSTACLES

- YTD room tax collection from the City is +10.3% compared to 2011-12.
- Travel Portland tracked lost business during fiscal year 2012-13. Twenty-two groups worth 91,927 room nights declined to come to Portland due to lack of a headquarter hotel or the inability to get all of their delegates in a single hotel. Lost OCC revenue and lost Community Economic Impact was over \$8.3 million and over \$47.9 million respectively for future years.

## MERC CONTRACT GOALS

| GOAL # | GOAL DESCRIPTION              | YEAR TO DATE ACTUAL | ANNUAL GOAL   |
|--------|-------------------------------|---------------------|---------------|
| 1      | OCC revenue goal              | \$11,173,157        | \$6.0 Million |
| 2      | ROI on future OCC business    | 3.8                 | 2.2           |
| 3      | Lead conversion               | 38%                 | 35%           |
| 4      | Services performance survey   | 3.8                 | 3.6           |
| 5      | ROI on public relations/media | 22.2                | 20.0          |
| 6      | Community economic impact     | 36.0                | 25.0          |

# CONVENTION SALES

| OREGON CONVENTION CENTER REVENUE FROM TRAVEL PORTLAND |                      |                     |                                 |
|---|----------------------|---------------------|---------------------------------|
| Convention Year                                       | OCC Revenue          | Annuals             | Total Potential Future Business |
| FY 12/13  | \$ 11,173,157        | \$ -                | \$ 11,173,157                   |
| FY 13/14  | \$ 6,903,341         | \$ 325,546          | \$ 7,228,887                    |
| FY 14/15  | \$ 6,475,973         | \$ 1,435,491        | \$ 7,911,464                    |
| FY 15/16  | \$ 5,252,988         | \$ 953,008          | \$ 6,205,996                    |
| FY 16/17  | \$ 3,103,321         | \$ 1,435,491        | \$ 4,538,812                    |
| FY 17/18  | \$ 222,705           | \$ 953,008          | \$ 1,175,713                    |
| FY 18/19  | \$ -                 | \$ 1,435,491        | \$ 1,435,491                    |
| FY 19/20  | \$ -                 | \$ 953,008          | \$ 953,008                      |
| FY 20/21  | \$ 1,416,589         | \$ 1,435,491        | \$ 2,852,080                    |
| FY 21/22  | \$ 2,111,133         | \$ 953,008          | \$ 3,064,141                    |
| <b>Total</b>  | <b>\$ 36,659,207</b> | <b>\$ 9,879,542</b> | <b>\$ 46,538,749</b>            |

| Oregon Convention Center Projected Future Revenue  |               |                |               |
|--|---------------|----------------|---------------|
| Total Travel Portland Contract:  | Quarter       | YTD            | Goal          |
| New OCC Bookings   | 12            | 45             |               |
| Repeat OCC Bookings  | 0             | 6              |               |
| Total OCC Bookings   | 12            | 51             |               |
| Room Nights from OCC Bookings  | 40,275        | 120,284        |               |
| Future OCC Revenue Booked during FY 2012/13  | \$ 3,613,266  | \$ 11,430,983  |               |
| ROI OCC Bookings   | \$ 4.0        | \$ 3.8         | 2.2 to 1      |
| Community Economic Impact from OCC Bookings  | \$ 21,618,953 | \$ 68,746,513  |               |
| Total Room Nights Booked   | 63,204        | 241,281        |               |
| Total Community Economic Impact from Bookings  | \$ 29,647,845 | \$ 112,927,279 |               |
| ROI on Total Community Economic Impact   | \$ 27.7       | \$ 36.0        | 25.0 to 1     |
| OCC Revenue Realized During FY 2012/13   | \$ 4,481,678  | \$ 11,173,157  | \$6.0 Million |
| OCC Revenue Realized include the Barbershop Harmony Society's June/July 2012 meeting. YTD OCC realized revenue of \$11,173,157 does not include \$19,067 revenue from Travel Portland events or \$64,165 for National Postal Mail Handlers Union Convention (single hotel group who held a dinner at OCC). |               |                |               |

# CONVENTION SALES

| OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS |            |            |            |            |                       |
|--|------------|------------|------------|------------|-----------------------|
| AS OF JULY 1, 2013                             |            |            |            |            |                       |
|  | FY 2012-13 | FY 2013-14 | FY 2014-15 | FY 2015-16 | FY 2016-17 and beyond |
| Current  | 46         | 29         | 24         | 17         | 13                    |
| 4 Year Average                                 | Current    | 1 yr. out  | 2 yrs. out | 3 yrs. out | Beyond 3 yrs.         |
| (FY 09/10 – FY 12/13)                          | 45         | 34         | 20         | 13         | 13                    |

| 4TH QUARTER - ROOM NIGHTS FROM OREGON CONVENTION CENTER BOOKINGS |        |                   |           |              |                           |
|--|--------|-------------------|-----------|--------------|---------------------------|
| Year   | Groups | Total Room Nights | Attendees | OCC Revenue  | Community Economic Impact |
| FY 12/13   | -      | 3,180             | -         | \$ -         | \$ -                      |
| FY 13/14   | 3      | 2,744             | 3,750     | \$ 319,064   | \$ 1,385,939              |
| FY 14/15   | 3      | 3,809             | 7,350     | \$ 512,868   | \$ 2,247,505              |
| FY 15/16   | 2      | 990               | 1,000     | \$ 79,805    | \$ 454,862                |
| FY 16/17   | 3      | 14,984            | 6,650     | \$ 1,511,661 | \$ 9,456,475              |
| FY 21/22   | 1      | 14,568            | 8,700     | \$ 1,189,868 | \$ 8,074,172              |
| Total OCC Bookings   | 12     | 40,275            | 27,450    | \$ 3,613,266 | \$ 21,618,953             |

| 4TH QUARTER - ROOM NIGHTS FROM SINGLE HOTEL BOOKINGS |        |                   |                    |                           |
|--|--------|-------------------|--------------------|---------------------------|
| Year   | Groups | Total Room Nights | Room Tax Generated | Community Economic Impact |
| FY 12/13   | 32     | 6,697             | \$ 105,854         | \$ 1,984,367              |
| FY 13/14   | 36     | 8,476             | \$ 133,974         | \$ 3,216,312              |
| FY 14/15   | 11     | 6,712             | \$ 106,092         | \$ 2,495,354              |
| FY 15/16   | 2      | 1,044             | \$ 16,502          | \$ 332,859                |
| Total Other Bookings                                 | 81     | 22,929            | \$ 362,422         | \$ 8,028,892              |

# CONVENTION SALES

| LEAD CONVERSION                                    |                        |     |                |     |                       |     |
|--|------------------------|-----|----------------|-----|-----------------------|-----|
|  | Travel Portland Office |     | Chicago Office |     | Washington, DC Office |     |
|  | Quarter                | YTD | Quarter        | YTD | Quarter               | YTD |
| OCC Leads  | 31                     | 176 | 4              | 33  | 15                    | 81  |
| OCC Lost Leads due to OCC space & availability     | 6                      | 16  | 1              | 4   | 2                     | 8   |
| OCC Lost Leads due to hotel package & availability | 5                      | 22  | 1              | 9   | 2                     | 10  |
| Lead Conversion Percentage                         | 60%                    | 38% | 100%           | 25% | 45%                   | 32% |
| Annual Goal -35%                                   |                        |     |                |     |                       |     |

| 4TH QUARTER - OREGON CONVENTION CENTER LOST BUSINESS |           |  |                   |               |                      |                                |
|--|-----------|--|-------------------|---------------|----------------------|--------------------------------|
| Account Name   | Groups    | Reason   | Total Room Nights | Attendees     | Lost OCC Revenue     | Lost Community Economic Impact |
| Subtotal   | 2         | Hotel - HQ   | 23,438            | 11,500        | \$ 3,096,196         | \$ 16,405,797                  |
| Subtotal   | 7         | Geographic   | 36,124            | 16,400        | \$ 2,292,386         | \$ 16,393,964                  |
| Subtotal   | 6         | Date Availability - OCC                                | 11,982            | 10,000        | \$ 1,028,860         | \$ 6,449,177                   |
| Subtotal   | 3         | Board Decision   | 4,221             | 1,650         | \$ 297,602           | \$ 1,880,850                   |
| Subtotal   | 3         | Selected Another Year                                  | 11,318            | 7,200         | \$ 1,765,722         | \$ 8,573,469                   |
| Subtotal   | 2         | Hotel - Under One Roof                                 | 3,684             | 1,300         | \$ 334,567           | \$ 1,655,794                   |
| Subtotal   | 2         | Perceived Destination Draw - 1st Tier City Opportunity | 12,181            | 6,500         | \$ 1,447,818         | \$ 8,158,151                   |
| Subtotal   | 2         | Weak Local Support                                     | 9,625             | 3,000         | \$ 694,436           | \$ 3,512,645                   |
| Subtotal   | 1         | Date Availability - Hotel                              | 850               | 2,000         | \$ 159,686           | \$ 962,699                     |
| Subtotal   | 1         | Declined Business - Hotel                              | 1,430             | 450           | \$ 104,496           | \$ 685,225                     |
| Subtotal   | 1         | Flights-Cost/Convenience                               | 6,012             | 2,500         | \$ 578,194           | \$ 3,581,449                   |
| Subtotal   | 1         | Hotel Package - Brand/Quality                          | 2,273             | 2,000         | \$ 266,117           | \$ 1,179,633                   |
| Subtotal   | 1         | Hotel Package - Number Hotels Needed                   | 6,270             | 1,500         | \$ 302,627           | \$ 2,164,200                   |
| <b>Total OCC Lost</b>                                | <b>32</b> |  | <b>129,408</b>    | <b>66,000</b> | <b>\$ 12,368,707</b> | <b>\$ 71,603,053</b>           |

# CONVENTION SALES

## 4TH QUARTER - OREGON CONVENTION CENTER CANCELLATIONS

| Account Name            | Groups | Reason         | Total Room Nights | Attendees | Lost OCC Revenue | Lost Community Economic Impact | Arrival |
|-------------------------|--------|----------------|-------------------|-----------|------------------|--------------------------------|---------|
| Total OCC Cancellations | 1      | Board Decision | 620               | 1200      | \$ 89,978        | \$ 271,625                     | 10/3/15 |

## 4TH QUARTER INDUSTRY TRADE SHOWS AND EVENTS

| Trade Show/Event                            | Location         |
|---|------------------|
| 3-City "Green Tea" Event                    | Chicago, IL      |
| Green Meetings Industry Council             | Chicago, IL      |
| HelmsBriscoe                                | Orlando, FL      |
| Simpleview Summit                           | Tucson, AZ       |
| Chicago Client Event                        | Chicago, IL      |
| Washington D.C. Client Event                | Washington, D.C. |
| Springtime                                  | Washington, D.C. |
| Associations                                | Portland, OR     |
| Society of Government Meeting Professionals | Orlando, FL      |
| Portland Familiarization Trip               | Portland, OR     |
| CMP Conclave                                | Spokane, WA      |
| AIBTM                                       | Chicago, IL      |
| Collaborate Marketplace                     | Denver, CO       |
| PCMA Education                              | Denver, CO       |

# CONVENTION SALES

| MINORITY PROJECTED FUTURE REVENUE                       |             |        |
|---|-------------|--------|
| Total Travel Portland Contract:                         | 4th Quarter | YTD    |
| New Minority Bookings                                   | 7           | 16     |
| Total Minority Bookings                                 | 7           | 16     |
| Room Nights from Minority Bookings                      | 1,544       | 11,003 |
|   |             |        |
| Minority Leads  | 10          | 23     |
| Minority Lost Leads                                     | 2           | 12     |
| Minority Lost Leads due to hotel package & availability | 0           | 1      |

For the fourth quarter of FY 2012/13, minority bookings created an estimated economic impact to the greater metro Portland community of approximately \$875,000. Booked groups included the following:

|                                     |    |         |
|-------------------------------------|----|---------|
| Delta Theta Tau Sorority            | \$ | 193,280 |
| MommyCon                            | \$ | 11,941  |
| National Disability Rights Network  | \$ | 14,692  |
| National Gay Basketball Association | \$ | 95,440  |
| Northwest Hispanic Conference       | \$ | 124,218 |
| Snoqualmie Tribe                    | \$ | 71,648  |
| Women of Faith                      | \$ | 363,995 |

# CONVENTION SERVICES

| ACTIVITY DESCRIPTION   | 4TH QUARTER | YTD     |
|--|-------------|---------|
| Distribution of promotional pieces                                     | 58,506      | 169,097 |
| Meeting planning assistance - Services leads                           | 567         | 1,746   |
| Pre-convention attendance building - Site tours                        | 8           | 41      |
| Pre-convention attendance building -Promo trips, e-mails and materials | 16          | 54      |
| Housing-convention room nights   | 5,581       | 33,844  |

| 4TH QUARTER INDUSTRY SITE TOURS, TRADE SHOWS AND PROMO TRIPS |                       |                  |            |     |         |
|--|-----------------------|------------------|------------|-----|---------|
| Organization   | Organization Location | Promotional Trip | Site Visit | OCC | Non-OCC |
| Association of College and Research Libraries                | Chicago, IL           | x                |            | x   |         |
| Society for FreshWater Science                               | Waco, TX              | x                |            | x   |         |
| American Society of Echocardiography                         | Morrisville, NC       | x                |            | x   |         |
| National Science Teachers Association                        | Arlington, VA         | x                |            | x   |         |
| American Society for Civil Engineers                         | Reston, VA            | x                |            | x   |         |
| American Bar Association                                     | Chicago, IL           | x                |            |     | x       |
| Cabi   | Willowbrook, IL       |                  | x          | x   |         |
| Geothermal Resources Council                                 | Davis, CA             |                  | x          | x   |         |
| Cabi   | Willowbrook, IL       |                  | x          | x   |         |
| TESOL (Teachers of English to Speakers of Other Languages)   | Alexandria, VA        |                  | x          | x   |         |
| CEFPI (Educational Facility Planners)                        | Scottsdale, AZ        |                  | x          | x   |         |
| American Society of Emergency Radiology                      | Houston, TX           |                  | x          |     | x       |
| International Right of Way Association                       | Gardena, CA           |                  | x          |     | x       |
| Association of Metropolitan Planning Organization            | Washington, DC        |                  | x          |     | x       |

# MARKETING

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|   | 4th Quarter | YTD       |
|---|-------------|-----------|
| <b>Travelportland.com (official website for organization)</b> |             |           |
| *User Sessions  | 572,476     | 1,967,598 |
| <b>PortlandSpoke.com (staff blog)</b>                         |             |           |
| *User Sessions  | 8,217       | 30,255    |
| *Outbound Clicks  | 2,000       | 5,909     |
| <b>Twitter (twitter.com/travelportland)</b>                   |             |           |
| *Followers  | 2,109       | 37,532    |
| *Replies/mentions   | 872         | 2,015     |
| <b>Facebook fan page (facebook.com/travelportland)</b>        |             |           |
| *Fans/likes   | 3,469       | 94,298    |
| *Total interactions (comments, likes and wall posts)          | 102,731     | 214,657   |
| <b><i>Portland Travel Update</i> (consumer e-newsletter)</b>  |             |           |
| *Click-through rate   | 6.6%        | 5.6%      |
| <b>Portland Perks</b>   |             |           |
| *Room nights (arrivals)                                       | 1,435       | 8,563     |

# MARKETING

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## Marketing Highlights

### Online Initiatives

Design, technical and content development for a new [travelportland.com](http://travelportland.com), due mid-September. Successful rollout of multiple refinements to our dedicated meeting planners' website, [meetings.travelportland.com](http://meetings.travelportland.com). Significant technical and design improvements to our events calendar, [calendar.travelportland.com](http://calendar.travelportland.com)

### Cultural Tourism Marketing

Co-op funding of out-of-market promotions with Portland Institute of Contemporary Art (PICA), Feast Portland, the inaugural Jim Pepper Festival, Musicfest Northwest (MFNW) and joint PICA/MFNW/Feast campaign.

### Convention Sales Marketing Support

Completed e-mail marketing program to targeted planners; completed production of new 10'x20' and 20'x20' tradeshow booths; completed filming of new pre-promo video for Convention Sales and Services teams; continuation of four months of re-targeting campaign for [meetings.travelportland.com](http://meetings.travelportland.com), with more than 1.5 million impressions served in May; began research and design of new Sales templates for electronic messaging and invites.

### Consumer Marketing

Consumer marketing: Evaluation of Tourism Improvement District (TID) winter campaign, which contributed to 2.7 percent increase in room demand at TID hotels from January through March. Launch of ad accountability study (with Longwoods International), which will estimate total visitor spending generated by the campaign. Participation in [travelhorizons](http://travelhorizons.com) report (with MMGY International), which surveys 2,000+ travelers from around the country to benchmark consumers' intent to travel to Portland. Q2 results: 20 percent of U.S. adults are "somewhat to extremely" likely to visit Portland in the next 24 months.

### Downtown Marketing Initiative

Results for fourth annual Portland Dining Month (June): 91 restaurants throughout the city offered 3-course menus for \$29, with some restaurants reporting nearly 1,000 meals sold; the prix-fixe menu campaign served more than 11,000 diners through OpenTable reservations alone, raising \$3,225 for the Oregon Food Bank; traffic to [PortlandDiningMonth.com](http://PortlandDiningMonth.com) was the busiest ever, with 67,033 visits in June; the campaign generated 8,688 new "likes" to [facebook.com/downtownportland](http://facebook.com/downtownportland), 88,704 visits to [DowntownPortland.org](http://DowntownPortland.org) in June (12% increase year-over-year) and 2,886 entries in the "Spin the Wheel of Deliciousness" contest; the campaign was supported by the Downtown Marketing Initiative's local advertising (\$100,000), plus Travel Portland-funded advertising and public relations in the Seattle area.

# COMMUNICATIONS & PUBLIC RELATIONS

|  | 4th Quarter  | YTD           |
|--|--------------|---------------|
| <b>MERC</b>  |              |               |
| <b>Value</b>   | \$ 241,911   | \$ 572,141    |
| <b>Number of Placements</b>  | 33           | \$ 84         |
| <b>OCC</b>   |              |               |
| <b>Value</b>   | \$ 53,814    | \$ 245,010    |
| <b>Number of Placements</b>  | 6            | \$ 24         |
| <b>Chicago/DC PR effort (counted separately from MERC)</b>                     |              |               |
| <b>Value</b>   | \$ -         | \$ 1,416,929  |
| <b>Number of Placements</b>  | 0            | \$ 4          |
| <b>Total Value = MERC + Chicago/DC</b>   | \$ 241,911   | \$ 1,989,070  |
| <b>Total Number of Placements = MERC + Chicago/DC</b>                          | 33           | \$ 88         |
| <b>Total Value = City/Regional PR (Non-MERC/OCC/Chicago/DC)</b>                | \$ 5,520,379 | \$ 19,236,318 |
| <b>Total Number of Placements = City/Regional PR (Non-MERC/OCC/Chicago/DC)</b> | 107          | 432           |
| <b>Travel Portland Grand Total - Print and Online Value</b>                    | \$ 5,762,291 | \$ 21,225,389 |
| <b>Travel Portland Grand Total - Print and Online Circulation</b>              | 158,045,795  | 513,171,697   |
| <b>Travel Portland Grand Total - Number of Placements</b>                      | 140          | 520           |
|  |              |               |
|  | 4th Quarter  | YTD           |
| <b>Total Value = MERC + Chicago/DC</b>   | \$ 241,911   | \$ 1,989,070  |
| <b>Direct Costs</b>  | \$ 63,414    | \$ 89,635     |
| <b>ROI</b>   | 3.8          | 22.2          |
| <b>Annual Goal - 20.0 to 1</b>   |              |               |

- No multipliers are used to calculate media values.
- MERC Value - Counts all media placements that mention any MERC facility: Oregon Convention Center, Portland Center for the Performing Arts, Portland Metropolitan Exposition Center and Oregon Zoo
- OCC Value - Counts only those media placements that feature the Oregon Convention Center.

# PARTNER SERVICES, TOURISM AND VISITOR INFORMATION SERVICES

| PARTNER SERVICES               |                  |                  |
|--------------------------------|------------------|------------------|
|                                | 4th Quarter      | YTD              |
| <b>Revenue</b>                 | <b>\$147,936</b> | <b>\$465,039</b> |
| <b>Active Partners</b>         |                  |                  |
| <b>New</b>                     | <b>46</b>        | <b>129</b>       |
| <b>Cancellations</b>           | <b>49</b>        | <b>113</b>       |
| <b>Current Active Partners</b> | <b>787</b>       | <b>787</b>       |

| TOURISM SALES  |                 |           |
|--|-----------------|-----------|
|  | Quarterly Total | YTD Total |
| <b>Client Contacts</b>   |                 |           |
| Trade Shows, Events, Inquiries and Sales Calls   | 348             | 3,109     |
| Leads/Referrals Sent   | 423             | 1,135     |
| <b>FAMS/Research &amp; Site Visits</b>   |                 |           |
| # of Fams  | 28              | 69        |
| # of Companies   | 35              | 140       |
| # of Attendees   | 87              | 251       |
| <b>Published Itineraries</b>   | 158             | 377       |
| <b>Number of Room Nights by County - Receptive Tour Operators report Room Nights at fiscal year end.</b> |                 |           |
| Clackamas County   | 1,356           | 5,187     |
| Columbia County  | 0               | 0         |
| Multnomah County   | 6,126           | 27,002    |
| Washington County  | 470             | 2,117     |
| Mt. Hood/Gorge   | 24              | 221       |

| VISITOR INFORMATION SERVICES              |                 |                  |
|---|-----------------|------------------|
|   | 4th Quarter     | YTD              |
| <b>Visitor Information Total Visitors</b> | <b>955,192</b>  | <b>1,063,325</b> |
| <b>Volunteer Hours</b>                    | <b>2,659</b>    | <b>9,774</b>     |
| <b>Retail Sales</b>                       | <b>\$ 5,992</b> | <b>\$ 17,919</b> |

\*New visitor counter installed after the remodel at the Visitor Information Center.

# OPERATIONS

| AFFIRMATIVE ACTION GOALS 2012-13                        |               |       |                   |                 |           |
|---|---------------|-------|-------------------|-----------------|-----------|
| TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATERGORIES |               |       |                   |                 |           |
|   |               |       |                   |                 |           |
|   | June 30, 2013 |       | 2012-13           |                 |           |
| Job Category  | Number        | Total | Actual Percentage | Goal Percentage | Objective |
| <b>Females</b>  |               |       |                   |                 |           |
| Officials/Managers                                      | 2             | 7     | 29%               | 50%             | Improve   |
| Professionals   | 9             | 13    | 69%               | 50%             | Maintain  |
| Sales   | 13            | 14    | 93%               | 50%             | Maintain  |
| Office/Clerical   | 16            | 17    | 94%               | 65%             | Maintain  |
| Total   | 40            | 51    | 78%               | 50%             | Maintain  |
| <b>Minorities</b>                                       |               |       |                   |                 |           |
| Officials/Managers                                      | 1             | 7     | 14%               | 10%             | Maintain  |
| Professionals   | 0             | 13    | 0%                | 10%             | Improve   |
| Sales   | 1             | 14    | 7%                | 10%             | Improve   |
| Office/Clerical   | 4             | 17    | 24%               | 15%             | Maintain  |
| Total   | 6             | 51    | 12%               | 15%             | Improve   |
| This report is based on current full-time staff.        |               |       |                   |                 |           |

# OPERATIONS

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## FIRST OPPORTUNITY TARGET AREA REPORT (FOTA)

### HIRING

Travel Portland hired one new employee in the 4th quarter. Recruiting and special considerations are always made for applicants in the MERC FOTA. Travel Portland currently has seven employees who reside in the MERC FOTA.

### PURCHASING

Travel Portland expended a total of \$395,198.64 with businesses in the FOTA area for twelve months ending June 30, 2013.

### PARTNERSHIP

Travel Portland currently has 89 member businesses within FOTA and 49 minority and 90 women-owned businesses as its partners.

## MBE/DBE/WBE PURCHASING PARTICIPATION REPORT FOR THE TWELVE MONTHS ENDING JUNE 30, 2013

For the last 24 years Travel Portland has implemented a voluntary MBE/DBE/WBE purchasing program that strives to ensure a high level of participation with certified minority-owned, disadvantaged or women-owned businesses when securing services and supplies that are purchased using lodging tax dollars.

For fiscal year 2012-13, Travel Portland expended \$1,252,529 of lodging tax dollars in the purchasing of services and supplies where it had the discretion to purchase from outside vendors. Of this amount, \$372,802 or 30% percent was spent with minority/women-owned or emerging small business enterprises.

| Department                     | QTR ending 06-30-2013 | Annual Budget    | Sum of YTD 06/30/2013 |      |
|--------------------------------|-----------------------|------------------|-----------------------|------|
| <b>Direct Sales</b>            | <b>572,663</b>        | <b>1,830,748</b> | <b>2,032,008</b>      | 111% |
| <b>Portland Office</b>         | <b>286,686</b>        | <b>963,186</b>   | <b>1,002,339</b>      | 104% |
| Direct Expense                 | 37,945                | 102,125          | 140,070               |      |
| Professional Services          | 248,741               | 861,061          | 862,269               |      |
| <b>Chicago Office</b>          | <b>41,889</b>         | <b>113,247</b>   | <b>143,727</b>        | 127% |
| Client Events                  |                       | 4,775            | 4,775                 |      |
| Direct Expense                 | 6,474                 | 15,782           | 21,132                |      |
| Professional Services          | 35,415                | 92,690           | 117,820               |      |
| <b>Washington DC Office</b>    | <b>90,577</b>         | <b>256,491</b>   | <b>291,058</b>        | 113% |
| Client Events                  | 1,541                 | 6,000            | 6,508                 |      |
| Direct Expense                 | 21,511                | 48,261           | 54,466                |      |
| Professional Services          | 67,525                | 202,230          | 230,085               |      |
| <b>Convention Sales</b>        | <b>153,511</b>        | <b>497,824</b>   | <b>594,883</b>        | 119% |
| Advisory Council               | 0                     | 35,655           | 35,655                |      |
| Bid/Sales Trips                | 13,000                | 19,075           | 17,241                |      |
| Fall & Spring Fam              | 42,514                | 56,275           | 89,604                |      |
| Local Promotion                | 5,848                 | 10,600           | 12,263                |      |
| Research                       | 19,714                | 31,700           | 51,414                |      |
| Road Show                      | 29,454                | 44,274           | 49,645                |      |
| Site Visits                    | 9,844                 | 47,300           | 57,144                |      |
| Three City Alliance            | 6,581                 | 50,591           | 53,006                |      |
| Tradeshows                     | 26,556                | 202,354          | 228,910               |      |
| <b>Marketing</b>               | <b>185,178</b>        | <b>580,940</b>   | <b>675,641</b>        | 116% |
| <b>Public Relations</b>        | <b>113,124</b>        | <b>217,235</b>   | <b>254,024</b>        | 117% |
| <b>Convention Services</b>     | <b>130,300</b>        | <b>280,145</b>   | <b>410,445</b>        | 147% |
| <b>Contract Administration</b> | <b>69,845</b>         | <b>229,759</b>   | <b>240,213</b>        | 105% |
| <b>Grand Total</b>             | <b>1,071,110</b>      | <b>3,138,827</b> | <b>3,612,331</b>      | 115% |

TRAVEL PORTLAND  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2013

|                                | YTD<br>Actual     | YTD<br>Budget     | Last Year<br>Actual | % Change<br>Budget | % Change<br>Last Year |
|--------------------------------|-------------------|-------------------|---------------------|--------------------|-----------------------|
| <b>REVENUES:</b>               |                   |                   |                     |                    |                       |
| CITY/CO ROOM TAX               | 3,743,465         | 3,628,152         | 3,394,785           | 3%                 | 10%                   |
| MERC                           | 3,154,806         | 3,138,827         | 3,062,101           | 1%                 | 3%                    |
| T.I.D.                         | 3,202,219         | 2,731,113         | 0                   | 17%                |                       |
| TOT/CULTURAL                   | 313,613           | 298,884           | 314,749             | 5%                 | 0%                    |
| DUES                           | 483,795           | 446,850           | 472,555             | 8%                 | 2%                    |
| FEES                           | 592,633           | 556,505           | 211,935             | 6%                 | 180%                  |
| CO-OP                          | 44,000            | 49,000            | 423,071             | -10%               | -90%                  |
| RCMP                           | 556,232           | 553,150           | 473,313             | 1%                 | 0%                    |
| DMI                            | 953,309           | 953,309           | 953,309             | 0%                 | 0%                    |
| VDF                            | 66,018            | 20,000            | 82,975              | 230%               |                       |
| OTHER                          | 171,049           | 17,500            | 21,786              | 877%               | 685%                  |
| <b>TOTAL REVENUE</b>           | <b>13,281,139</b> | <b>12,393,290</b> | <b>9,410,579</b>    | <b>7%</b>          | <b>32%</b>            |
| <b>EXPENSES:</b>               |                   |                   |                     |                    |                       |
| CONVENTION SALES               | 2,839,783         | 2,724,715         | 2,465,155           | 4%                 | 15%                   |
| TOURISM SALES                  | 1,042,872         | 1,071,467         | 941,060             | -3%                | 11%                   |
| MARKETING & COMMUNICATIONS     | 4,801,326         | 5,253,496         | 3,586,658           | -9%                | 34%                   |
| CONVENTION & VISITORS SERVICES | 944,282           | 971,184           | 874,845             | -3%                | 8%                    |
| PARTNERSHIP SERVICES           | 370,790           | 348,703           | 346,876             | 6%                 | 7%                    |
| EVENTS                         | 149,026           | 152,353           | 152,723             | -2%                | -2%                   |
| PROGRAM SUPPORT                | 1,810,928         | 1,831,420         | 1,483,928           | -1%                | 22%                   |
| <b>TOTAL EXPENSES</b>          | <b>11,959,007</b> | <b>12,353,338</b> | <b>9,851,245</b>    | <b>-3%</b>         | <b>21%</b>            |
| <b>NET REVENUE OR (LOSS)</b>   | <b>1,322,132</b>  | <b>39,952</b>     | <b>-440,666</b>     | <b>3209%</b>       |                       |

Travel Portland  
Statement of Financial Position  
June 30 2013 (unaudited)

| ASSETS  | June 30, 2013           | June 30, 2012           |
|---|-------------------------|-------------------------|
| <u>Current assets:</u>  |                         |                         |
| Petty cash  | 175                     | 175                     |
| Cash in bank  | 2,274,926               | 1,241,014               |
| Accounts receivable   |                         | 140,269                 |
| MERC receivable   | 441,358                 | 418,035                 |
| City receivable   | 13,794                  | 26,958                  |
| RCMP receivable   | -                       | 95,033                  |
| Dues receivable   | 37,000                  | 41,652                  |
| VDF receivable  | 470,768                 | 96,701                  |
| T.I.D. receivable   | 22,232                  | 71,144                  |
| Other receivables   | 191,170                 | 17,322                  |
| Bad debt allowance  | (8,067)                 | -10,000                 |
| Prepaid expense   | <u>223,064</u>          | <u>221,199</u>          |
|   | 3,666,420               | 2,359,502               |
| <u>Property and equipment:</u>  |                         |                         |
| Furniture & equipment   | 257,642                 | 99,248                  |
| Less: accum. depreciation   | <u>(63,034)</u>         | <u>(58,685)</u>         |
|   | 194,608                 | 40,564                  |
| Computers   | 219,243                 | 138,099                 |
| Less: accum. depreciation   | <u>(67,176)</u>         | <u>(106,850)</u>        |
|   | 152,067                 | 31,249                  |
| Automobiles   | 66,667                  | 66,667                  |
| Less: accum. depreciation   | <u>(66,667)</u>         | <u>(66,667)</u>         |
|   | -                       | -                       |
| Leasehold improvements  | 184,584                 | 176,619                 |
| Less: accum. depreciation   | <u>(91,282)</u>         | <u>(73,540)</u>         |
|   | 93,302                  | 103,079                 |
| <u>Other assets:</u>  |                         |                         |
| Restricted cash and cash surrendered value of<br>life insurance for deferred compensation | 402,424                 | 371,502                 |
| Employee advances   | <u>7,918</u>            | <u>7,700</u>            |
|   | <u>410,342</u>          | <u>379,202</u>          |
| <b>TOTAL ASSETS</b>   | <b><u>4,516,739</u></b> | <b><u>2,913,595</u></b> |
| <br><b>LIABILITIES &amp; NET ASSETS</b>   |                         |                         |
| <u>Current liabilities:</u>   |                         |                         |
| Accounts payable  | 1,073,185               | 883,148                 |
| Due to Foundation   | 2,215                   | 1,460                   |
| Accrued payroll costs   | <u>505,970</u>          | <u>376,549</u>          |
| Total current liabilities   | 1,581,370               | 1,261,157               |
| <u>Other liabilities:</u>   |                         |                         |
| Rent payable  | 103,042                 | 115,564                 |
| Note payable - VIC remodel  | 0                       | 100,000                 |
| Deferred revenues   | 264,401                 | 290,802                 |
| Deferred compensation   | <u>395,174</u>          | <u>358,252</u>          |
| Total other liabilities   | 762,617                 | 864,618                 |
| <u>Net assets:</u>  |                         |                         |
| Unrestricted net assets, prior year   | 700,213                 | 1,228,486               |
| Temporarily Restricted Net Assets RCMP  | 62,803                  |                         |
| Temporarily Restricted Net Assets DMI   | 78,090                  |                         |
| Increase/Decrease in net assets for current year  | <u>1,331,647</u>        | <u>-440,666</u>         |
| Total net assets  | <u>2,172,753</u>        | <u>787,820</u>          |
| <b>TOTAL LIABILITIES &amp; NET ASSETS</b>   | <b><u>4,516,739</u></b> | <b><u>2,913,595</u></b> |

# TRAVEL PORTLAND BOARD OF DIRECTORS

## EXECUTIVE COMMITTEE

|  |   |
|--|---|
| <p><i>Chair</i></p> <p><b>Sabrina Rokovitz</b><br/>Enterprise Rent A Car</p> <p><i>Chair-elect</i></p> <p><b>Chris Erickson</b><br/>The Heathman Hotel</p> <p><i>Vice-chair</i></p> <p><b>Tim Ackman</b><br/>Alaska Airlines/Horizon Air</p> <p><i>Treasurer</i></p> <p><b>E. Allen Shelby</b><br/>Langley Investment Properties, Inc.</p> | <p><i>Budget and Finance Committee</i></p> <p>E. Allen Shelby, Langley Investment Properties, Inc.</p> <p><i>Convention Sales Steering Committee Chair</i></p> <p>Lance Rohs, Portland Marriott Downtown Waterfront</p> <p><i>Community Action Committee Chair</i></p> <p>Deane Funk, PGE</p> <p><i>Partner Services Committee Chair</i></p> <p>Wanda Rosenbarger, Lloyd Center Mall</p> <p><i>TID Committee Chair</i></p> <p>Jim Dodson, Embassy Suites Portland Airport</p> |
|--|---|

## BOARD OF DIRECTORS

|   |   |
|---|---|
| <p><b>Councilor Shirley Craddick</b><br/>Metro</p> <p><b>Steve Faulstick</b><br/>Westmont Hospitality Group</p> <p><b>Victoria Frey</b><br/>Portland Institute for Contemporary Art</p> <p><b>Terry Hanley</b><br/>Hotel Fifty</p> <p><b>Kyle Hanson</b><br/>Wells Fargo Bank</p> <p><b>Fred J. Kleisner II</b><br/>the Nines</p> <p><b>Gregg LeBlanc</b><br/>Marketing Karma LLC</p> <p><b>Tracy Marks</b><br/>Hilton Hotel Downtown Portland</p> <p><b>Commissioner Diane McKeel</b><br/>Multnomah County</p> | <p><b>Jatin Patel</b><br/>Lodging Management NW, LLC</p> <p><b>David Penilton</b><br/>America's Hub World Travel</p> <p><b>David Porter</b><br/>Aloft Portland Airport at Cascade Station</p> <p><b>Commissioner Dan Saltzman</b><br/>City of Portland</p> <p><b>Kim Smith</b><br/>Oregon Zoo</p> <p><b>Jaime Soltero</b><br/>Mayahuel Catering</p> <p><b>Jon Tullis</b><br/>Timberline Lodge</p> <p><b>Bashar Wali</b><br/>Provenance Hotels</p> <p><b>Lisa Watson</b><br/>Cupcake Jones</p> |
|---|---|

# APPENDIX I – COMMUNICATIONS AND PUBLIC RELATIONS

| Publication/Air Date | Outlet / Headline   | MERC                 |                  |            | OCC                 |               |            | Chicago/DC  |             |            |
|----------------------|---|----------------------|------------------|------------|---------------------|---------------|------------|-------------|-------------|------------|
|                      |   | Value                | Circulation      | Placements | Value               | Circulation   | Placements | Value       | Circulation | Placements |
|                      | Junglecity.com  |                      |                  |            |                     |               |            |             |             |            |
| March 1, 2013        | "Pick up of the week: Portland"   | \$ 5,040.00          | 2,200,000        | 1          |                     |               |            |             |             |            |
| March 1, 2013        | Meetings Focus West Magazine / www.meetingsfocus.com  |                      |                  |            |                     |               |            |             |             |            |
| March 1, 2013        | "Oregon"  | \$ 4,391.25          | 52,372           | 2          |                     |               |            |             |             |            |
| March 29, 2013       | Reprints from One + Magazine (Q3)<br>Nashville Business Journal<br>New Mexico Business Journal<br>Orlando Business Journal<br>Tampa Bay Business Journal<br>The Business Journal of Phoenix<br>Washington D.C. Business Journal |                      |                  |            |                     |               |            |             |             |            |
| March 29, 2013       | "The Adjustment Bureaus"  | \$ 21,404.00         | 53,363           | 12         |                     |               |            |             |             |            |
| April 1, 2013        | Northwest Meetings + Events / www.meetingsmags.com  |                      |                  |            |                     |               |            |             |             |            |
| April 1, 2013        | "Green-Land"  | \$ 49,728.90         | 19,970           | 2          | \$ 49,728.90        | 19,970        | 2          |             |             |            |
| April 1, 2013        | Northwest Meetings + Events / www.meetingsmags.com  |                      |                  |            |                     |               |            |             |             |            |
| April 1, 2013        | "Venue Spotlight: All aboard!"  | \$ 4,618.35          | 19,970           | 2          |                     |               |            |             |             |            |
| April 1, 2013        | Meetings Focus West Magazine / www.meetingsfocus.com  |                      |                  |            |                     |               |            |             |             |            |
| April 1, 2013        | "Sustainable Success"   | \$ 3,085.00          | 52,282           | 2          | \$ 3,085.00         | 52,282        | 2          |             |             |            |
| May 1, 2013          | Meetings & Conventions Magazine / MCMag.com   |                      |                  |            |                     |               |            |             |             |            |
| May 1, 2013          | "On-Site: DrupalCon2013 in Portland"  | \$ 36,335.00         | 60,023           | 1          |                     |               |            |             |             |            |
| May 6, 2013          | Expedia.com Viewfinder Blog   |                      |                  |            |                     |               |            |             |             |            |
| May 6, 2013          | "48 hours in Portland"  | \$ -                 | 0                | 1          |                     |               |            |             |             |            |
| May 11, 2013         | Portland Business Journal Online  |                      |                  |            |                     |               |            |             |             |            |
| May 11, 2013         | "What do Feast, KEEN Footwear and Voodoo Doughnuts have in common?"   | \$ 1,000.00          | 11,360           | 1          | \$ 1,000.00         | 11,360        | 1          |             |             |            |
| May 25, 2013         | The Post-Crescent Newspaper   |                      |                  |            |                     |               |            |             |             |            |
| May 25, 2013         | "Pick Portland Oregon"  | \$ 1,000.00          | 38,421           | 1          |                     |               |            |             |             |            |
| June 1, 2013         | Globetrotter Guidebook USA Edition  |                      |                  |            |                     |               |            |             |             |            |
| June 1, 2013         | "Portland City Guide"   | \$ 45,600.00         | 60,000           | 1          |                     |               |            |             |             |            |
| June 1, 2013         | Alaska Airlines Magazine / Alaska Airlines Magazine Online  |                      |                  |            |                     |               |            |             |             |            |
| June 1, 2013         | "Summer in Portland"  | \$ 65,310.00         | 82,552           | 2          |                     |               |            |             |             |            |
| June 6, 2013         | Portland Tribune  |                      |                  |            |                     |               |            |             |             |            |
| June 6, 2013         | "Our Opinion: Hotel Project is a good bet"  | \$ -                 | 0                | 1          | \$ -                | 0             | 1          |             |             |            |
| June 11, 2013        | The Portland Business Journal   |                      |                  |            |                     |               |            |             |             |            |
| June 11, 2013        | "Formidable foes rise to fight convention hotel"  | \$ -                 | 11,360           | 1          |                     |               |            |             |             |            |
| June 12, 2013        | The Portland Business Journal   |                      |                  |            |                     |               |            |             |             |            |
| June 12, 2013        | "Metro responds to HQ hotel foes"   | \$ -                 | 11,360           | 1          |                     |               |            |             |             |            |
| June 14, 2013        | The Portland Business Journal   |                      |                  |            |                     |               |            |             |             |            |
| June 14, 2013        | "Convention hotel battle drags on, heats up"  | \$ 4,398.93          | 21,305           | 2          |                     |               |            |             |             |            |
| <b>Total</b>         |   | <b>\$ 241,911.43</b> | <b>2,694,338</b> | <b>33</b>  | <b>\$ 53,813.90</b> | <b>83,612</b> | <b>6</b>   | <b>\$ -</b> | <b>0</b>    | <b>0</b>   |

# APPENDIX 2 – CONVENTION SERVICES

## Travel Portland Survey

Overall impression of the following:

| Answer Options  | Excellent =<br>4 | Good =<br>3 | Average =<br>2 | Poor =<br>1 | Did not utilize | Rating Average           | Response Count |
|---|------------------|-------------|----------------|-------------|-----------------|--------------------------|----------------|
| Travel Portland sales staff   | 4                | 0           | 0              | 0           | 0               | 4.00                     | 4              |
| Travel Portland convention services staff                                     | 2                | 0           | 1              | 0           | 1               | 3.33                     | 3              |
| Travel Portland housing services (if utilized)                                | 2                | 0           | 0              | 0           | 2               | 4.00                     | 2              |
| Travel Portland collateral/promotional materials                              | 2                | 0           | 0              | 0           | 2               | 4.00                     | 2              |
| Quality and user-friendliness of the Travel Portland                          | 2                | 0           | 0              | 0           | 2               | 4.00                     | 2              |
| Is there anything Travel Portland could have done to enhance your experience? |                  |             |                |             |                 |                          | 2              |
|   |                  |             |                |             |                 | <i>answered question</i> | 4              |
|   |                  |             |                |             |                 | <i>skipped question</i>  | 0              |
| <i>Average rating for the quarter</i>   |                  |             |                |             |                 | 3.9                      |                |
| <i>Average rating YTD</i>   |                  |             |                |             |                 | 3.8                      |                |

| Number | Response Date        | Is there anything Travel Portland could have done to enhance your experience?   |
|--------|----------------------|---|
| 1      | Jun 26, 2013 4:09 AM | Travel Portland did a great job. The event manager at OCC changed 3x; our last event manager was great, but I'm giving average rank because of the other 2. |
| 2      | Apr 16, 2013 9:12 PM | We would be interested in any local marketing opportunities through Travel Portland by which we can promote our events to the retailers in Portland.        |

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# **MERC Commission Meeting**

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September 4 , 2013  
12:30 pm

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7.0 Consent Agenda

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

August 7, 2013 12:30 – 2:50pm  
Portland Exposition Center Hall E, Meeting Rooms E101-2

|                 |   |
|-----------------|---|
| <b>Present:</b> | Judie Hammerstad (Chair), Karis Stoudamire-Phillips , Elisa Dozono, Terry Goldman , Councilor Sam Chase; Cynthia Haruyama joined the meeting via teleconference at 1:45 p.m.  |
| <b>Absent:</b>  | Chris Erickson (Excused)  |
|                 | A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by chair Judie Hammerstad at the Portland Expo Center at 12:30 p.m.  |
| <b>1.0</b>      | <b>QUORUM CONFIRMED</b><br>A quorum of Commissioners was present.   |
| <b>2.0</b>      | <b>COMMISSIONER, COUNCIL LIAISON COMMUNICATIONS</b> <ul style="list-style-type: none"> <li>• Chair Hammerstad and members of the Commission approved the Commission Liaison positions for 2013-14.</li> <li>• Commissioner Goldman reported on his experience at the ASAE convention. He commented that Travel Portland’s booth was outstanding. He interacted with hundreds of customers and was honored to be part of the event representing MERC.</li> <li>• Councilor Chase reported on attending the Dog Show at EXPO. He was impressed at how well the facility managed the event. He was happy to represent Metro/MERC in the MLK Jr. Dream Run on Sunday morning. Councilor Chase expressed his appreciation to the Commission for sponsoring the event.</li> <li>• Commissioner Dozono expressed her appreciation to Stephanie Soden for her help with the recent op-ed published in The Oregonian. Dozono also appreciated staff’s effort for organizing the Open House for the hotel project. The successful turnout included attendance from many sectors of the community.</li> <li>• Councilor Chase also commented that the Metro equity agenda work is moving forward with a newly selected committee to provide a strategy for all of Metro’s work to have an equity filter. The committee includes a very impressive group of diverse members from around the region. He feels assured that this group, within a 14 month period, will create a great framework for the equity agenda.</li> </ul> |
| <b>3.0</b>      | <b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b><br>None   |
| <b>4.0</b>      | <b>GENERAL MANAGER COMMUNICATIONS</b> <ul style="list-style-type: none"> <li>• Teri Dresler presented to the Commission <ul style="list-style-type: none"> <li>• T. Dresler introduced Matt Pizzuti recently appointed Deputy Director at OCC.</li> <li>• T. Dresler announced that Commissioner Haruyama will join us via teleconference when the Commission votes on the Hotel Project.</li> </ul> </li> </ul>  |
| <b>4.1</b>      | <ul style="list-style-type: none"> <li>• Financial Report</li> <li>• Cynthia Hill and Teri Dresler reported to the Commission. <ul style="list-style-type: none"> <li>• Still in the year- end close but numbers from all three venues are very positive due to creatively generating new revenues while maintaining tight expenditures.</li> <li>• Cynthia Hill announced that she will retire in September.</li> <li>• Chair Hammerstad and Commissioner Goldman expressed gratitude for Cynthia Hill’s work.</li> </ul> </li> </ul>  |

|            |   |
|------------|---|
| 5.0        | <p><b>MERC VENUES' BUSINESS REPORTS</b></p> <ul style="list-style-type: none"> <li>• Robyn Williams, Matthew Rotchford and Matt Pizzuti provided business updates to the Commission</li> </ul>  |
| 6.0        | <p><b>EXPO: HALLS A,B,C FOLLOW UP REPORT; GREEN WALL PROJECT; SPRING EVENT</b></p> <ul style="list-style-type: none"> <li>• Matthew P. Rotchford and Vawn McCollum of the Inici Group presented the report to the MERC Commission</li> <li>• Teri Dresler asked if any of the recommended repairs are in the current renewal and replacement plan in out years.</li> <li>• Matt Rotchford responded that the FM Global recommendations are on the list however others would be put into Expo's 20- or 5-year plans.</li> <li>• Matt Rotchford commented it is a tough discussion knowing the current financial status of EXPO. Larger discussion needs to occur since the course of action will be based on what's happening with other larger ticket items such as Hotel project, CRC project, and long term funding status. Mr. Rotchford strongly recommended Commissioners to join the Expo's facility tour right after the meeting.</li> <li>• Chair Hammerstad inquired how repairs will be financed.</li> <li>• Matt Rotchford responded it will basically be funded from strategic funds. Safety is most important and such items need to be addressed. Long term financial planning will be a crucial aspect. The facility hasn't had any significant upgrade for twenty years.</li> <li>• Teri Dresler commented that the Commission is potentially planning a retreat in October to discuss the next level of detail. Will need to have the Metro council engaged as well.</li> <li>• Chair Hammerstad commented the retreat would encourage discussion and allow the group to concentrate on a potential solution. Chair commented that this was a priority four years ago and it needs a serious commitment to move forward.</li> <li>• Matt Rotchford commented that a key difference between now and four years ago is that we can now base the discussion on factual information.</li> <li>• Matt Rotchford presented the storm water Green Wall concept for the north wall of Hall E.</li> <li>• Commissioner Goldman inquired about the maintenance costs. Matt Rotchford responded that it would largely depend on the types of foliage used.</li> <li>• Matt Rotchford ended his presentation by announcing that Cirque du Soleil will return to Expo in spring of 2014.</li> </ul> |
| 7.0        | <p><b>DISCUSSION OF PROPOSED CHANGES TO MERC PERSONNEL POLICIES</b></p> <p>Mary Rowe presented proposed policy changes to the Commission</p>  |
| 8.0<br>8.1 | <p><b>CONSENT AGENDA</b></p> <p><b>July 10, 2013 MERC Regular Meeting Record of Actions</b></p> <ul style="list-style-type: none"> <li>• A motion was made by Commissioner Goldman and seconded by Commissioner Karis Stoudamire-Phillips to approve the Consent Agenda</li> </ul> <p><b>VOTING:</b> Aye: 4 (Stoudamire-Phillips, Hammerstad, Dozono, Goldman)<br/>Nay: 0</p> <p>Motion passed</p>  |
|            | <p><b>Commissioner Haruyama joined the meeting via teleconference at 1:45 p.m.</b></p>  |
| 9.0<br>9.1 | <p><b>ACTION AGENDA</b></p> <p><b>Resolution 13-19 for the purpose of approving the amended and restated Visitor Facilities Intergovernmental Agreement between Metro, Multnomah county and the City of Portland and recommending approval to Metro Council.</b></p>  |

- Teri Dresler and Cheryl Twete presented the resolution to the Commission
- Commissioner Goldman noted that 11.5% out of the 12.5% tax will be used to help repay the bond and asked if the leftover 1% goes to fund the state tourism project. Cheryl Twete responded affirmatively.
- Commissioner Goldman inquired if the hotel will be located in the tourism improvement district approved by the hoteliers last year and, if so, would 2% tourism assessment fee still be paid by guests of the hotel to be allocated to Travel Portland.
- Cheryl Twete responded affirmatively. Guests of the hotel will continue to pay 2% tourism improvement district assessment fee.
- Commissioner Goldman inquired if so, then from the guest perspective, they will still pay a total of 14.5 % tax which is unchanged from current tax rate; therefore the guests will not know any difference. Cheryl Twete responded affirmatively.
- Chair Hammerstad inquired if this is in the urban renewal district.
- Cheryl Twete responded it is within the city's Oregon Convention Center urban renewal district.
- Chair Hammerstad asked for clarification if the scope of Urban Renewal District only includes the Oregon Convention Center and surrounding area?
- Cheryl Twete responded the district goes over to 15<sup>th</sup> or 16<sup>th</sup> street.
- Chair Hammerstad and Commissioner Goldman inquired if there is any difference between the Urban Renewal District and Business Improvement District.
- Teri Dresler responded that these are two different districts. The business improvement district is a subset but the urban renewal district does include a chunk of the Lloyd district.
- Chair Hammerstad inquired if the Convention Center Hotel project was a named project when the urban renewal district was approved
- Cheryl Twete responded affirmatively. The Convention Center Hotel, in fact, was a number one priority when the urban renewal district was created about twenty two years ago.
- Chair Hammerstad inquired whether work is being done with PDC in order to solidify the four million dollar grant through urban renewal.
- Cheryl Twete responded that the Metro has been working closely with Portland Development Commission (PDC) and they are working closely with Mortensen Development Inc. We anticipate that this fall the Commission will approve a \$4 million dollar loan for the project.
- Commissioner Dozono inquired about the financial review team since she didn't see the definition of who they are. She expressed hope that it would include a forecast from the venue directors regarding bucket amounts and that Travel Portland would be included for discussion about their estimates for the VDF.
- Teri Dresler responded that the idea is that the CFO will appoint appropriate people to work on this financial review team.
- Councilor Chase inquired on bucket #4 which lists a figure of between \$60 to \$70 million. What is the variable to determine the gap?
- Teri Dresler responded that the current working amount is \$60 million dollars based on today's interest rates and current project cost of \$197.5 million dollars. Those numbers can change due to changes in interest rates and construction costs which are increasing on a monthly basis so the project cost could be different by the time the development agreement is reached at the end of the calendar year.
- Alison R. Kean of OMA added that it's also based on the site specific taxes that are estimated to be generated by the hotel, which are constantly being updated, and also mainly by interest rates on the date of issuance. When interest rates go up, the amount of bond goes down. If we were to issue the bond today, the estimate would be \$60 million dollars available to the hotel project. However the bond is not going to be issued until the project's construction is ready to start - which will be the end of this year or beginning of the next year. Therefore the plan is to secure room for authorization for

the VDI and IGA so that we don't need to amend it if those numbers change.

- Councilor Chase inquired whether the construction costs could potentially change.
  - Alison R. Kean responded that cost of construction will not affect the bond issue. The bond number is solely based on the estimate of the site specific taxes to be generated by the hotel. If the construction costs go up, we don't expect to issue more bonds to cover that. The developer will need to find a way to come up with the additional amount. The revenue bonds are only to be paid off by site-specific taxes.
  - Councilor Sam Chase and Commissioner Dozono inquired how the County tourism funds would be used and how is it decided how to spend the money.
  - Cheryl Twete responded that both the City and County provide many services to create an attractive environment for visitors. The working conversation is that these dollars will go towards services which create a positive atmosphere for the visitors in our community; the county will decide how dollars are allocated.
  - Alison R. Kean also responded that state law requires funds to be spent on tourism. The county has to comply with the State law.
- A motion was made by Commissioner Dozono and seconded by Commissioner Karis Stoudamire-Phillips to approve Resolution 13-19 as presented.

**VOTING:** Aye: 4 (Stoudamire-Phillips, Haruyama, Hammerstad, Dozono)  
Abstain: 1 (Goldman)  
Motion Passed

**Resolution 13-20 for the purpose of approving the Oregon Convention Center Hotel project Term Sheet with Mortenson Development Inc., and recommending approval to Metro Council**

9.2

- Teri Dresler presented the Term Sheet to the Commission
  - Commissioner Dozono inquired about discussion regarding number of parking spaces
  - Cheryl Twete responded that the Mortensen proposal was originally to provide parking underneath the hotel. However PDC has a parcel across the street with ability to provide above-grade parking rather than below-grade. The current concept is to provide approximately 375 parking spaces total to support the hotel plus other activities in the vicinity. Likely, Hyatt will enter into a lease with Star Park for those parking spaces. Star Park is owned by Starterra which is a part of the Schlesinger family.
  - Commissioner Goldman inquired if the proposal from the state to provide \$10 million in lottery funds has been signed by the Governor.
  - Teri Dresler responded affirmatively.
- A motion was made by Commissioner Dozono and seconded by Commissioner Karis Stoudamire-Phillips to approve Resolution 13-20 as presented.

**VOTING:** Aye: 4 (Stoudamire-Phillips, Haruyama, Hammerstad, Dozono)  
Abstain: 1 (Goldman)  
Motion Passed

**2:30 p.m. Commissioner Haruyama disconnected from the teleconference.**

|                    |   |
|--------------------|---|
| <p><b>9.3</b></p>  | <p><b>Resolution 13-21 for the purpose of approving changes to the Capital Asset Policies</b></p> <ul style="list-style-type: none"> <li>• Tim Collier and Brian Kennedy presented to the Commission</li> <li>• A motion was made by Commissioner Goldman and seconded by Commissioner Dozono to approve Resolution 13-21 as presented.</li> </ul> <p><b>VOTING:</b> Aye: 4 (Stoudamire-Phillips, Hammerstad, Dozono, Goldman)<br/> Nay: 0<br/> Motion Passed</p> |
| <p><b>10.0</b></p> | <p><b>EXECUTIVE SESSION</b><br/> <b>Update on the status of labor negotiations</b></p> <ul style="list-style-type: none"> <li>• <b>Mary Rowe presented an update to the Commission.</b></li> </ul>  |
|                    | <p><b>Meeting Adjourned at 2:50 pm</b></p>  |

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 13-19

For the purpose of approving the Visitor Facilities Intergovernmental Agreement.

**WHEREAS**, the Visitor Facilities Intergovernmental Agreement (VF IGA) was originally entered into in 2001 between the City of Portland, Multnomah County and Metro;

**WHEREAS**, the VF IGA, among other things, (a) authorized collection of a transient lodging tax surcharge and a vehicle rental tax surcharge and (b) provided for distribution of such taxes collected to a variety of uses supporting visitor development and tourism facilities and activities in the Portland-Multnomah County area;

**WHEREAS**, the Oregon Convention Center (OCC) currently receives operating support funding from the Visitor Facility Trust Account, pursuant to the terms of the VF IGA;

**WHEREAS**, the Portland Center for Performing Arts also currently receives operating support funding from the Visitor Facility Trust Account, pursuant to the terms of the VF IGA;

**WHEREAS**, in March 2013, Metro staff began negotiating with City and County staff to prepare a thorough set of amendments to the existing VF IGA, the general purpose of which was to (a) reflect updated priorities and needs of the region's visitor facilities and public/private tourism promotion programs and (b) include provisions to accommodate \$60 to \$70 million in revenue bond funding for a future Oregon Convention Center Hotel; and

**WHEREAS**, the Metropolitan Exposition Recreation Commission believes it is in OCC's best interest that the VF IGA be amended and restated as set forth in the attached Exhibit A.

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

Approves of the amended and restated Visitor Facilities Intergovernmental Agreement and recommends to the Metro Council that it execute such agreement in a form substantially similar to the one attached hereto as Exhibit A.

Passed by the Commission on August 7, 2013.

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

  
\_\_\_\_\_  
Chair

By:   
\_\_\_\_\_  
Nathan A. Schwartz Sykes, Senior Attorney

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

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 13-20

For the purpose of approving the Oregon Convention Center Hotel project Term Sheet with Mortenson Development Inc.

**WHEREAS**, in October of 2011, the Metropolitan Exposition Recreation Commission (MERC) and the Oregon Convention Center (OCC) Advisory Committee requested that the Metro Council consider developing a convention center hotel;

**WHEREAS**, on May 11, 2012, Metro issued a Request for Proposals for the development of a convention center hotel, seeking a private development team to build a privately-owned and operated 4-star convention hotel adjacent to the OCC;

**WHEREAS**, on September 13, 2012, the Metro Council adopted Resolution 12-4365, authorizing staff to begin predevelopment negotiations with Mortenson Development Company/Hyatt Hotels (Mortenson/Hyatt); and

**WHEREAS**, staff negotiations with Mortenson/Hyatt have resulted in a non-binding, preliminary business deal term sheet, the general terms of which are set forth in the attached Exhibit A (OCC Hotel Term Sheet).

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

Approves of the non-binding business terms set forth in the OCC Hotel Term Sheet attached hereto as Exhibit A and recommends to the Metro Council that it pursue a final development and financing agreement with Mortenson/Hyatt containing the terms set forth therein.

Passed by the Commission on August 7, 2013.

Approved as to form:

Alison R. Kean, Metro Attorney

  
\_\_\_\_\_  
Chair

By:

  
\_\_\_\_\_  
Nathan A. Schwartz Sykes, Senior Attorney

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

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 13-21

For the purpose of adopting changes to the MERC Capital Asset Management Policy.

**WHEREAS**, the Metropolitan Exposition Recreation Commission (MERC) is authorized to adopt policies regarding the operation of MERC facilities pursuant to Metro Code Section 6.01.040(a), and;

**WHEREAS**, MERC periodically updates the MERC Capital Asset Management Policy in accordance with agency wide policies.

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

Approves the changes to the Capital Asset Management Policy in a form substantially similar to the attached Exhibit A.

Passed by the Commission on August 7, 2013.

Approved as to form:  
Alison Kean Campbell, Metro Attorney

  
Chair

By:   
Nathan A. Schwartz Sykes, Senior Attorney

  
Secretary/Treasurer

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# **MERC Commission Meeting**

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September 4, 2013  
12:30 pm

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8.0 Action Agenda

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**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 13-22**

For the purpose of ratifying the collective bargaining agreement with the Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada B-20, (IATSE B-20).

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

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

**WHEREAS**, the Union membership is voting to ratify the collective bargaining agreement; and

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

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

- 1) Approves the collective bargaining agreement contingent upon IATSE B-20 membership ratifying the contract attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues, or her delegate, to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on September 4, 2013.

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

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Chair

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Secretary/Treasurer

By:  

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Nathan A. Schwartz Sykes, Deputy Metro Attorney

**EXHIBIT A TO RESOLUTION No. 13-22**

MERC Commission Meeting

Sept. 4, 2013

Redline showing changes from 2010-2013 to 2013-2016

Prepared Aug. 21, 2013

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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, ~~2013~~2010-June 30, ~~2013~~2016

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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 Center for the Performing 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 SECTION 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, and the Portland Center for the Performing Arts buildings.
- (a) All ~~admissions control~~ employees including ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers, elevator operators, and stage door attendants having more than forty (40) shifts 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 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, Hall, the Winningstad Theatre lobbies, and~~ the public areas, elevators, ~~the stagedoor area~~ and Main Street.

(c) 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 ~~this~~ 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.

## ARTICLESECTION 2. UNION MEMBERSHIP AND CHECKOFF

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

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

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

2.3 The Employer agrees to deduct from each semi-monthly paycheck ~~75~~ 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 ~~a~~ fair share payers~~s~~ and subject to the fair share provisions of the Agreement. The Employer shall continue to make payments of these initiation fees and dues to the Union on a monthly basis.

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

### **ARTICLESECTION 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 (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) Except for ticket sellers and stage door attendants, 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.~~

3.34 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 SECTION 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 in the Newmark Theatre seating area and lobby not performed by other Portland Center for the Performing 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.

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

### SECTION 5. HIRING

~~5.1—The Employer shall be the sole judge in decisions concerning the employment of personnel. The Employer and the Union agree to continue their policies on non-discrimination and to provide equal employment opportunities without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, marital or familial status, political affiliation, or union activity, except where a bona fide occupational qualification exists.~~

~~5.2—Any complaint alleging unlawful discrimination/harassment based on race, color, religion, sex, age, national origin, age, marital status, familial status, gender identity, disability, sexual orientation, veteran status, disability, gender identity, marital or any other familial status protected by law, which is brought to the Union for processing, will be submitted directly to the ~~MERC~~ Human ~~Resources Director~~ Resource Manager, or designee.~~

~~5.3—The Employer shall make a good faith effort to maintain a pool of ushers (exclusive of relief roster) which is and at least eighty (80) ushers. The Employer shall make a good faith effort to maintain a pool of gate attendants which is at least 42. This good faith effort is not subject to Section 12.~~

## ARTICLESECTION 6: EMPLOYER-UNION RELATIONS ~~AND~~ WORK RULES

~~6.1—The parties jointly recognize the Employer's right and responsibility to manage the facilities covered by this Agreement in a manner which is as efficient as possible. The Employer's right to manage and operate these facilities as it may~~

~~determine in performance of this responsibility, including by way of illustration but not as a limitation, scheduling, direction and assignment of the work force, hiring, layoff and termination, shall be modified or limited only as may be expressly modified or limited by a specific provision of this Agreement. The Employer shall have the right to make such rules and regulations as may be deemed necessary for the conduct and management of these facilities and events taking place therein, and the Union agrees that its members shall obey all rules and directions of any authorized representative of the Employer insofar as such do not conflict with a specific provision of this Agreement.~~

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 The parties recognize that the Metropolitan Exposition Recreation Commission is directly responsible for carrying out the functions and services of its customers and the public. For this reason, it is generally recognized that the Employer retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no work rule will be adopted or implemented which is inconsistent with a specific provision of this Agreement.~~

~~—~~ 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.

## SECTION 7. INTERRUPTIONS OF WORK

~~7.1 — 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, shall be in conflict with any applicable provision of state or federal law.~~

~~7.2 — 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 Section 12) that may arise between them and that 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.~~

## SECTION 8. TERMINATION

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 dispose of the services of any such employee.

## ARTICLE 7:SECTION 9. WAGES

- 79.1 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.
- 79.2 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 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 for the prescribed minimum or for all time worked over the minimum, as the case may be.

~~7.3~~ **Schedule of Wages:**— Effective ~~the date of~~~~upon~~ ratification by ~~the Union~~~~both parties~~, wages will be increased ~~by 25 cents per 17 cents/hour; by 25 cents per hour on.~~ Effective July 1, ~~2014; and by 2011 wages will be increased 29 cents/hour and effective July 1, 2012 wages will be increased 36 cents/hour.~~ See Exhibit A.

~~— Employees whose wages were frozen at the amount set for the fiscal year 2008-2009 contract amounts when they performed work for non-profit groups including resident companies, will receive a rebate of those wages. This rebate only applies to hours worked between September 1, 2009 and June 30 cents per hour on July 1, 2015-2010. It will be calculated as outlined a gross amount and paid in the attached pay scale. a lump sum during the second pay period following the signing of this Agreement.~~

~~7.4~~ Management will make a one-time distribution of \$4,000 total, to be divided equally among all non-probationary bargaining unit members who are active on the Employer's payroll as of the date of ratification by the Union. Payment will be made by the second pay period following ratification by both parties.

~~7.5~~ **Stage Door Attendant Shift Differential:**

~~— Effective July 1, 2012~~ 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 ~~overtime or~~ holiday rate calculation.

~~7.69.4~~ 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.~~9.5 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.~~

7.7 (a) **Overpayment:** An employee who receives an overpayment of wages shall report such overpayment to the PCPA Event Services Manager, Assistant Executive Director, or Admissions Staffing Manager immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's next paycheck(s). Failure of an employee to report any overpayment may result in disciplinary action.

(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.

7.8 **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:SECTION 10. SCHEDULING**

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

810.1 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.

810.2 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~~PCPA Event Services Department~~, in writing, of their work schedules (days of week and shift hours). College students shall provide the ~~PCPA Event Services Dept.~~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.

810.3 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.

108.4 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 ~~In the event~~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 ~~discriminate-retaliate~~ against any employee who does not want to leave early voluntarily.

8.7 ~~In the event of the cancellation of a shift at the OCC, PCPA Event Services Department must notify by e-mail or telephone a cancellation of an employee no later than 6:00 p.m. the calendar day before the event for any such cancellation. The employer~~ 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 Agreement do not apply.

The following ~~sections~~ Sections 8.8 ~~thru~~ through 8.11 apply to admissions staff only:

~~8.8~~10.4 From the 1<sup>st</sup> through the 10<sup>th</sup> of each month, ~~employees~~ 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~~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.

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

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

~~8.9~~8.910.5 For purposes of this Agreement, "peak day" for Ushers, Gates, Checkroom Attendants and Leads shall be defined as a day in which three (3) 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. 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 all peak days as well as 50% of the regular days when events are scheduled, up to a maximum of 22 days per month. These percentages shall not compound. The ~~employees~~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 and gates 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, for a peak month thereafter, Ushers and Gates shall have one less day of required non-peak day availability in that month.

~~8.10~~~~10.7~~ 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~~~~10.8~~ 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~~with~~ the PCPA Event Services Department after requested by the employee by telephone or email a minimum of twenty-four (24) hours in advance of the shift and must be confirmed by telephone or email a minimum of twenty-four (24) hours in advance by the replacement. Should the ~~fill-in~~~~replacement~~ employee fail to report as authorized, ~~the replacement~~~~both the assigned employee and the fill-in~~ employee will be subject to discipline. In the event of multiple venue calls, the ~~employer~~~~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.

**SECTION 14-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 ~~Newmark Theatre, the~~ Antoinette Hatfield Hall ~~Box Office~~ 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 ~~Newmark Theatre~~ Antoinette Hatfield Hall, employee time will be computed from the call time until dismissed by the Employer. No employee will be released from a rehearsal or performance work call prior to completing three (3) hours work, unless the performance or rehearsal has ended.
- (c) Special conditions shall apply to youth concerts or children's theatre productions or at PCPA. In the event two performances of a student youth performance or children's theatre production (field trips) are presented "back-to-back," employees shall be compensated with one 3-

hour minimum call pay plus any additional hours or incremental portions thereof. For single public weekend youth concerts or children's theatre productions, employees shall be compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. In the event two performances of a public weekend youth performance or children's theatre production are presented "back-to-back," employees shall be compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. For all other "back to back" performances with separate audiences, employees shall be fully compensated on the basis of separate ~~4-hour~~ 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.

#### **SECTION 20 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 the employment of a probationary period shall not be subject to the arbitration procedures provided in Article 17 of this Agreement provided, however, that the employee may process his or her claims up through the second step of such grievance procedure with the Employer's response at the second step being considered final and binding upon the employee, the Employer and the Union.

#### **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) Except for ticket sellers and stage door attendants, 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.

## SECTION 21-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 ~~21-2-12.2~~. 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. The LOA must be requested at least by the 10<sup>th</sup> of the month prior to the leave of absence. 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-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-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 ~~the~~ 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)

**SECTION 13-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.

If the Commission determines to make health and dental insurance benefits available to other represented, event driven employees who are scheduled on a part-time on-call basis with no guarantee of hours, either party may open this Article only of the Agreement within thirty (30) calendar days of the determination by the Commission.

**SECTION 11-ARTICLE 16: DISCIPLINE**

NonNo non-probationary employeesemployee 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.

**SECTION 12. SETTLEMENT OF CONTRACT DISPUTES PROCEDURE**

**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:** ~~12.~~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)~~~~seven (7)~~ 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 ~~MERC~~ Human Resource Director~~Resources Manager~~ 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~~~~Both~~ MERC and the Union shall have the right to strike three (3) names from the list. The Union shall strike the first name and MERC shall then strike one (1) name. The process shall be repeated and the remaining person shall 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~~~~12.2~~ The provisions of this ~~article~~~~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~~~~12.3~~ 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~~~~12.4~~ 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:** ~~12.5~~—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:** ~~12.6~~—The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.

~~17.8~~~~12.7~~ 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~~~~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.

#### **SECTION 15: ARTICLE 18: ADMISSION TO PREMISES**

1815.1 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.

1815.2 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. ~~Failure to comply with this provision by the Union or its authorized representatives may result in suspension of this provision for the remainder of the Agreement.~~

#### **ARTICLE 19:SECTION 18. 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:SECTION 19. SUBCONTRACTING**

~~It is agreed that nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations covered by this Agreement, to contract or to subcontract all or any portion of any such operation or to make and implement any other decision relating to its operations, provided, however, that the Employer provides the Union with no less than ninety (90) calendar days' advance notice of such contemplated change and provides the Union with an~~

~~opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period (or any mutually agreeable extension of such advance notice period).~~

~~Any employee covered by this Agreement who is displaced as a result of a subcontract during the term of this Agreement shall be placed on a preferential hiring list and will be offered the first available opening in any of the remaining classifications of this Agreement in which the displaced employee is qualified to perform.~~

~~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.~~

#### **SECTION 22-ARTICLE 21:: DRUG AND ALCOHOL POLICY**

**2221.1** 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 MERC property, MERC time or in other circumstances which might directly and adversely affect MERC 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 (except as authorized and prescribed by a physician) while on MERC property, MERC time or in other circumstances which might directly and adversely affect MERC 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 approved 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.

- (c) Where the MERC 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.

2221.2 When reasonable grounds exist to believe an employee is under the influence of alcohol or any drug or substance prohibited by this policy during working hours, or is otherwise in violation of this policy, the MERC will request permission to search that employee or any of his/her possessions. Such search may include the employee's locker, lunchbox, personal vehicle parked on MERC property, office, desk or any other MERC property. The Commission may also request an employee to submit to appropriate tests to confirm the existence of alcohol or prohibited drugs or other substances in his/her system, including urinalysis where it has reasonable cause to believe the employee may be under the influence or affected in any way by such alcohol or prohibited substances.

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.

### **SECTION 16 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.

**SECTION 17-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.

**SECTION 23-ARTICLE 24: TERM AND CLOSURE**

- 2423.1** This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until June 30, ~~2016~~**2013**. 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) 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 such notice.
- 2423.2** 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.
- 2423.3** This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

**EXHIBIT "A"**

THIS PAGE SUPERSEDED – SEE NEXT PAGE for 2013-2016 pay schedule.

**METROPOLITAN EXPOSITION RECREATION COMMISSION  
IATSE, LOCAL B-20 PAY SCHEDULE**

| <b>Pay<br/>Range</b> | <b>Job<br/>Code</b> | <b>Classification</b>       | <b>Hourly<br/>Rate</b> |
|----------------------|---------------------|-----------------------------|------------------------|
| 865                  | 8270                | Checkroom Attendant         | 11.68                  |
| 865                  | 8265                | Elevator Operator           | 11.68                  |
| 865                  | 8080                | Gate Attendant              | 11.68                  |
| 865                  | 8070                | Usher                       | 11.68                  |
| 825                  | 8255                | Stagedoor Attendant         | 12.19                  |
| 820                  | 8075                | Ticket Seller               | 12.86                  |
| 815                  | 8065                | Show Seller *               | 14.68                  |
| 855                  | 8090                | Admissions Lead             | 15.56                  |
| 862                  | 8262                | Lead Stagedoor Attendant ** | 15.99                  |

\* Hired prior to 1987

\*\* Entry level rate should it become vacant

Hourly rate of current Lead Stagedoor Attendant is \$18.24 (includes 17 cents increase)

Effective upon ratification (increase 17 cents/hour)  
Revised: 10/01/2010

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

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

| Pay Range | Job Code | Classification       | 2013-14        |              | 2014-15        |              | 2015-16        |              |
|-----------|----------|----------------------|----------------|--------------|----------------|--------------|----------------|--------------|
|           |          |                      | Probation Step | Regular Step | Probation Step | Regular Step | Probation Step | Regular Step |
| 815       | 8065     | Show Seller *        | 15.33          | 15.58        | 15.58          | 15.83        | 15.88          | 16.13        |
| 820       | 8075     | Ticket Seller        | 13.51          | 13.76        | 13.76          | 14.01        | 14.06          | 14.31        |
| 825       | 8255     | Stage Door Attendant | 12.84          | 13.09        | 13.09          | 13.34        | 13.39          | 13.64        |
| 855       | 8090     | Admissions Lead      | 16.21          | 16.46        | 16.46          | 16.71        | 16.76          | 17.01        |
| 865       | 8070     | Usher                | 12.33          | 12.58        | 12.58          | 12.83        | 12.88          | 13.13        |
| 865       | 8080     | Gate Attendant       | 12.33          | 12.58        | 12.58          | 12.83        | 12.88          | 13.13        |
| 865       | 8265     | Elevator Operator    | 12.33          | 12.58        | 12.58          | 12.83        | 12.88          | 13.13        |
| 865       | 8270     | Checkroom Attendant  | 12.33          | 12.58        | 12.58          | 12.83        | 12.88          | 13.13        |

\* Hired prior to 1987

**METROPOLITAN EXPOSITION  
RECREATION COMMISSION**

**IATSE LOCAL B-20**

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

Mary Rowe  
Human Resources Director

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

Bambi Ooley  
Business Agent, IATSE B-20

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

Joe Durr  
Event Services Manager, PCPA

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

Chris "Radar" Bateman  
Representative, IATSE International

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

Michele Doumitt  
Asst. Event Services Manager, PCPA

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

Warrene Gill  
President, IATSE B-20

---

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

Jason Blackwell  
Operations Manager, PCPA

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

Bruce Burnett  
Guest Services Manager, OCC

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

Lori Leyba Kramer  
Asst. Executive Director, PCPA

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of approving a collective bargaining agreement with the theatrical stage employees of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada Local B-20.

**Resolution No.** 13-22

**Presented by:** Antoinette Gasbarre, Metro HR Manager  
Joe Durr, Event Services Manager, Portland'5

**Date:** September 4, 2013

**Background and Analysis:** Bargaining began in May 2013. Tentative agreement was reached on the contract on August 5, 2013.

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

**Resolution:** The resolution states the MERC Commission approves ratification of the contract contingent upon IATSE B-20 ratification. The major elements of the Agreement are as follows:

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

**Wages:** Probationary and non probationary wage rates have been added rather than the previous one step pay scale. The contract includes a cost of living increase of \$.25 effective upon ratification; \$.25 effective July 1, 2014 and \$.30 effective July 1, 2015.

**Insurance:** This contract currently does not include health insurance as the employees are part time event driven staff. Language is included which allows for this article to be reopened should the Affordable Health Care Act impact this bargaining unit or the Commission moves to provide health insurance for similarly situated employees.

**PERS:** All employees in this bargaining unit currently pay the employee portion of PERS.

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

**Other Leaves:** Obsolete leave language was replaced so that family and military leave follow applicable state/federal law.

**Short range fiscal impact:** The costs of the collective bargaining agreement are within budgeted amounts for FY 13-14.

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

**Recommendation:** Staff recommends approval of Resolution 13-22 which states the MERC Commission approves ratification of the contract contingent upon IATSE B-20 ratifying the contract.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 13-23**

**For the purpose of adopting changes to the MERC Personnel Policies.**

**WHEREAS**, the Metropolitan Exposition Recreation Commission (MERC) is authorized to adopt personnel policies pursuant to Metro Code Sections 2.02.010 (b) and 6.01.040(a); and

**WHEREAS**, MERC periodically updates the MERC Personnel Policies (the Personnel Policies) in accordance with both legal requirements and agency-wide policies.

**THEREFORE BE IT RESOLVED:**

That the Metropolitan Exposition Recreation Commission adopts the changes to the Personnel Policies in a form substantially similar to the attached Exhibit B.

Passed by the Commission on September 4, 2013.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary-Treasurer

Approved As To Form:  
Alison R. Kean, Metro Attorney

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

**EXHIBIT A: BATCH 3 PERSONNEL POLICIES FOR MERC COMMISSION VOTE September 4, 2013**

Below is a list of policies that Metro Human Resources has created or recently updated. These proposed policies supersede those listed in the Metro Employee Handbook (EO #88) and the MERC Personnel Policies Handbook (8/1/07). All other policies in those documents remain in force.

| Policy                  | Existing MERC Policy | Existing Metro Policy | Legal Requirement   | Policy Summary  | Fiscal Impact   | Business Impact   |
|-------------------------|----------------------|-----------------------|---|---|---|---|
| Alternative Duty Leave  | \$ 16.7(B)           | E.O. 88 § 31(D)       | ORS 652.250;<br>ORS 404.200<br>(Search and Rescue Leave)<br>ORS 401.378<br>(Red Cross Disaster Relief Services Leave)<br>ORS 236.040<br>(Peace Corps Leave) | <ul style="list-style-type: none"> <li>• Provides leave and outlines procedures and requirements consistent with Oregon law and current MERC and Metro policies.                             <ul style="list-style-type: none"> <li>○ Peace Corps: 2 years of unpaid leave</li> <li>○ Disaster relief: up to 15 work days unpaid leave per 12-month period</li> <li>○ Search and rescue: up to 5 days paid leave</li> </ul> </li> </ul> <p><i>Presented to the MERC Commission for discussion 8/7/13.</i></p> | N/A (paid leave provisions are legally required and consistent with current policy) | Promotes legal compliance                               |
| Charitable Solicitation | N/A                  | Metro Code § 2.02.050 | N/A   | <ul style="list-style-type: none"> <li>• Limits excessive solicitation while allowing flexibility to allow fundraisers that benefit or are closely related to Metro.</li> <li>• Provides guidelines for allowing employees to leave solicitation materials for review (e.g. school fundraisers etc.).</li> </ul> <p><i>Presented to the MERC Commission for discussion 8/7/13.</i></p>  | N/A   | Establishes consistent Metro-wide policy and procedures |

|   |            |                  |                          |   |             |  |
|---|------------|------------------|--------------------------|---|-------------|--|
| Employee Records                        | \$ 10      | E.O. 88 § 36     | ORS 652.750              | <ul style="list-style-type: none"> <li>Expands policy to address medical records</li> <li>Clarifies procedures for maintaining, viewing and copying files</li> </ul> <p><i>Presented to the MERC Commission for discussion 8/7/13. Edited to clarify that legal process may require the release of records as suggested by Commissioner Dozono.</i></p> | N/A         | Promotes legal compliance  |
| Information Technology – Acceptable Use | \$ 12.12   | E.O. 69; E.O. 76 | N/A                      | <ul style="list-style-type: none"> <li>Describes authorized and prohibited uses of Metro technology, including internet and email.</li> </ul> <p><i>Presented to the MERC Commission for discussion 9/5/12 and 8/7/13.</i></p>  | Limits risk | Protects Metro's information assets and clarifies employee conduct expectations                |
| Internships                             | N/A        | N/A              | Fair Labor Standards Act | <ul style="list-style-type: none"> <li>Describes procedures for creating and recruiting for internships.</li> <li>Outlines legal requirements for unpaid internships to avoid creating an employment relationship.</li> </ul> <p><i>Presented to the MERC Commission for discussion 8/7/13.</i></p>   | Limits risk | Promotes legal compliance and consistency in internship management practices across the agency |
| Job Sharing                             | \$ 16.0(B) | \$ 17            | N/A                      | <ul style="list-style-type: none"> <li>Outlines procedures for initiating and dissolving job share arrangements and</li> </ul>  | N/A         | Establishes consistent Metro-wide  |

|   |     |     |     |  |     |   |
|---|-----|-----|-----|--|-----|---|
|   |     |     |     | <ul style="list-style-type: none"> <li>performance expectations for job share partners.</li> <li>Eliminates option to alter distribution of benefits; benefits will be prorated based on budgeted work hours (FTE).</li> <li>Changes level of approval required from COO/GM to Department Director and HR Director.</li> </ul> <p><i>Presented to the MERC Commission for discussion 8/7/13. Edited to clarify procedures upon termination of the job sharing arrangement as suggested by Commissioner Dozono.</i></p> |     | policy and procedures   |
| Metro Committees                              | N/A | N/A | N/A | <ul style="list-style-type: none"> <li>Establishes procedures for establishing internal committees</li> <li>Clarifies expectations for employees and supervisors around workload and performance issues</li> </ul> <p><i>Presented to the MERC Commission for discussion 9/5/12.</i></p>   | N/A | Promotes effectiveness of internal committees and employee performance management |
| Modified Duty for Non-Occupational Conditions | N/A | N/A | N/A | <ul style="list-style-type: none"> <li>Describes limited circumstances in which modified work is available for injuries and medical conditions that were not incurred on the job.</li> <li>Consistent with current practices.</li> </ul>   | N/A | Establishes consistent Metro-wide policy and procedures                           |

|                                     |         |              |                          |  |             |   |
|-------------------------------------|---------|--------------|--------------------------|--|-------------|---|
|                                     |         |              |                          | <i>Presented to the MERC Commission for discussion 8/7/13.</i>   |             |   |
| <b>Performance Management</b>       | \$ 8    | E.O. 88 § 11 | N/A                      | <ul style="list-style-type: none"> <li>• Outlines timelines and responsibilities for performance management.</li> <li>• Increases emphasis on planning and on-going feedback.</li> </ul> <i>Presented to the MERC Commission for discussion 8/7/13.</i>  | N/A         | Establishes consistent Metro-wide policy and procedures |
| <b>Pregnancy Transfer and Leave</b> | N/A     | E.O. 88 § 28 | N/A                      | <ul style="list-style-type: none"> <li>• Describes limited circumstances in which modified work and leave are available to accommodate risks related to pregnancy in situations that would not be covered by FMLA, ADA, or other laws and policies.</li> <li>• Consistent with current Metro policy.</li> </ul> <i>Presented to the MERC Commission for discussion 8/7/13.</i> | Limits risk | Establishes consistent Metro-wide policy and procedures |
| <b>Resignation and Retirement</b>   | \$ 15.0 | E.O. 88 § 35 | N/A                      | <ul style="list-style-type: none"> <li>• Outlines procedures and responsibilities in the event of resignation and retirement.</li> </ul> <i>Presented to the MERC Commission for discussion 8/7/13.</i>  | N/A         | Establishes consistent Metro-wide policy and procedures |
| <b>Volunteers</b>                   | N/A     | E.O. 88 § 42 | Fair Labor Standards Act | <ul style="list-style-type: none"> <li>• Outlines general guidelines for Metro volunteer programs and applicable legal restrictions.</li> </ul>  | N/A         | Promotes legal compliance and                           |

|                |        |     |   |  |                    |  |
|----------------|--------|-----|---|--|--------------------|--|
|                |        |     |   | <p><i>Presented to the MERC Commission for discussion 8/7/13.</i></p>  |                    | <p>consistency in volunteer management practices across the agency</p> |
| Whistleblowing | § 12.2 | N/A | <p>ORS 659A.199 – 659A.236 (Oregon Whistleblower Law)</p> <p>ORS 659A.030(1)(f) (prohibiting retaliation for opposing unlawful conduct)</p> | <ul style="list-style-type: none"> <li>• Outlines legal protections for employees who report unlawful or unethical conduct or engage in legal proceedings in good faith.</li> <li>• Provides options for notifying Metro of unlawful or unethical conduct.</li> </ul> <p><i>Presented to the MERC Commission for discussion 8/7/13. Edited to add reference to Ethics law as suggested by Commissioner Dozono.</i></p> | <p>Limits risk</p> | <p>Promotes legal compliance</p>                                       |

**EXHIBIT B TO RESOLUTION No. 13-23: personnel policies**



**Metro** | *Policies and procedures*

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

**Subject**           Alternative Duty Leave  
**Section**           Human Resources  
**Approved by**

**POLICY**

*In compliance with Oregon law, Metro provides at least two years of unpaid leave for volunteering with the Peace Corps and other approved federal volunteer programs; up to 15 work days of unpaid leave per 12-month period for certified Red Cross disaster services volunteers; and up to five work days of paid leave for participating in search and rescue operations at the request of law enforcement or certain government agencies.*

**Applicable to**

Leave for Peace Corps and other approved federal volunteer programs: Full-time, regular status employees.

Red Cross Leave and Search and Rescue Leave: All full-time and part-time employees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Guidelines**

1. A full-time, regular status employee who serves as a volunteer in the Peace Corps or other federal volunteer program approved by the Department Director and C.O.O. will be granted at least two years of leave during the service period. An employee may draw on any type of accrued paid time off other than sick leave; otherwise, the leave will be unpaid.
2. An employee who is a certified disaster services volunteer of the American Red Cross may receive up to 15 work days of leave in any 12-month period to participate in disaster relief services in the State of Oregon. An employee may draw on any type of accrued paid time off other than sick leave; otherwise, the leave will be unpaid.
3. An employee who takes part in a search or rescue operation at the request of any law enforcement agency, the Department of Transportation, the United States Forest Service or any local organization for civil defense will be provided up to five work days of paid leave. Paid leave will be in addition to any accrued paid time off.
4. Employees who would like a leave of absence for volunteer work not specifically covered by this policy may be eligible for leave under Metro's Leave Without Pay policy. Such requests will be evaluated under the terms of that policy.

## Procedures

### Leave for Peace Corps and other qualifying federal volunteer programs

1. To request leave for Peace Corps or other federal volunteer service, an employee must provide a copy of his or her Peace Corps or other appointment documents to his or her supervisor upon receipt. Employees are encouraged to communicate their intention to apply for volunteer service and the anticipated dates of service as soon as possible to allow for appropriate planning.
2. Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted unless the position has been eliminated for reasons unrelated to the employee's leave of absence.
  - a. The employee will receive the same salary as prior to leave unless the applicable pay range has changed during the employee's absence, in which case the employee's salary will be adjusted accordingly.
  - b. The employee will have the same leave accrual rate and other seniority rights he or she had before beginning leave.
3. Employees on leave for Peace Corps service must return to work within 90 days of their separation of service. Employees who do not return to work within this time period will be deemed to have separated from employment. Returning employees are required to notify Metro of their intent to return to work at least 30 days before their anticipated return date so that Metro can make the necessary arrangements.

### Red Cross Disaster Relief Services Leave

4. A disaster relief volunteer must notify his or her supervisor as soon as possible in accordance with the applicable work rules for unanticipated absences.
5. To be eligible for leave under this policy, the employee must be a certified disaster services volunteer of the American Red Cross. The disaster relief must take place in the state of Oregon.
6. The employee must provide documentation of Red Cross certification as soon as possible to confirm leave eligibility.
7. Leave will be excused for up to 15 work days total in any rolling 12-month period. If the employee's participation is requested for only a partial day, the employee is not required to return to work for the remainder of his or her shift.
8. If an employee wishes to take part in a disaster relief operation that is not covered by this policy or that continues beyond 15 work days, he or she should request time off following regular attendance policies or apply for unpaid leave under Metro's Leave Without Pay policy.

### Search and rescue leave

9. An employee who receives a request for participation in a search and rescue operation must notify his or her supervisor as soon as possible in accordance with the applicable work rules for unanticipated absences.
10. The employee must provide documentation of the request from law enforcement or another agency specified in this policy as soon as possible to confirm leave eligibility.

11. Leave will be excused and paid for the period of time for which the employee's participation is requested by the applicable agency, up to a maximum of five days. If the employee's participation is requested for only a partial day, the employee is not required to return to work for the remainder of his or her shift, and will be paid for the entire day.
12. If an employee wishes to take part in search and rescue operation that is not at the request of law enforcement or another applicable agency, or that continues beyond five days, he or she should request time off following regular attendance policies or apply for unpaid leave under Metro's Leave Without Pay policy.

## **Responsibilities**

### Employee:

- Notify your supervisor as soon as possible of the need for leave.
- Give your supervisor the required documentation as soon as possible.
- Keep your supervisor informed of any changes to your anticipated return date.
- Request and code leave time consistent with this policy and regular timekeeping procedures.
- Contact Human Resources if you have questions about your eligibility for leave under this policy or any other concerns related to taking leave.

### Supervisor:

- Coordinate with the Department Director as needed to ensure that operational needs are met while the employee is on leave.
- Notify Human Resources of requests for leave under this policy.
- Ensure that the leave request is processed and coded appropriately.

### Human Resources Department:

- Advise supervisors and employees on leave procedures as needed.

## **References**

ORS 652.250; ORS 404.200 (Search and Rescue Leave)

ORS 401.378 (Red Cross Disaster Relief Services Leave)

ORS 236.040 (Peace Corps Leave)

Leave Without Pay policy

 Metro | *Policies and procedures*

**Subject** Charitable Solicitation  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*Financial contributions may not be solicited from Metro employees on the job during working hours except through the Metro Charitable Giving Campaign or in accordance with a special exception approved in accordance with this policy.*

---

**Applicable to**

All employees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Definitions**

Metro Charitable Giving Campaign: Metro's official annual campaign to raise funds for charitable organizations.

Charitable solicitation: A request for a financial contribution to benefit any charitable, personal or other cause.

Financial contribution: The donation of money or other financial sponsorship (such as a purchase).

**Guidelines**

1. The Metro Charitable Giving Campaign is the only fundraising campaign that may solicit financial contributions from Metro employees on the job during working hours, including through Metro's email system, unless a unique need of special interest to Metro warrants an exception as described below under Procedures.
2. This policy is not intended to restrict an employee from:
  - a. Attending or participating in fundraising activities as part of the employee's job duties;
  - b. Attending, participating in, or contributing to fundraising activities on a voluntary basis on the employee's personal time.

## Procedures

1. In the event of a unique need of special interest to Metro, exceptions to the prohibition on charitable solicitation during working hours may be granted by the Chief Operating Officer on a case-by-case basis.
2. Department Directors have discretion to announce fundraising solicitations and events for causes that benefit or are closely related to the business of their department. Such announcements may be made by the Director or designee during working hours without requesting an exception from the COO as long as the following conditions are met:
  - i. The announcement is not directed to employees outside of that director's department;
  - ii. The announcement clearly indicates that participation is voluntary and not work-related;
  - iii. The announcement does not violate state law restricting on-the-job political activity and political solicitation of public employees.
3. **Passive fundraising by employees:** Department Directors have discretion to approve a location and timeframe for employees of that department to leave solicitation materials, such as for school fundraisers, for review by other department employees *outside* of work time. Employees may also leave these materials in designated employee break rooms or post information on Metro's intramet bulletin board.
4. Employees may contact the Human Resources Department to discuss any concerns about charitable solicitation at Metro.

## Responsibilities

### Employees:

- Refrain from conduct prohibited by this policy.
- Inform your supervisor if a unique need of special interest to Metro may warrant an exception to this policy.

### Supervisors, Managers and Department Directors:

- Refer any employee requests that may warrant an exception to this policy to the attention of the Chief Operating Officer.
- Department Directors: Determine whether, where and when employees may post solicitation materials in your department for passive fundraising outside of working hours.
- Ensure that any fundraising announcements are consistent with this policy and applicable law.
- If you permit employees to post solicitation materials, do not prohibit solicitation or make other distinctions based on the nature of the cause for which funds are solicited. Refer any questions to the Office of Metro Attorney.
- Ensure that any Metro committees authorized to solicit funds from employees comply with the fundraising and cash-handling procedures found in the Metro Committees policy.

Chief Operating Officer:

- Approve or deny requests for special exceptions to permit charitable solicitation of employees on the job during working hours.

**References**

Metro Code § 2.02.250

Metro Committees policy ORS 260.432 Solicitation

 Metro | *Policies and procedures*

**Subject** Employee Records: Personnel Files and Medical Files  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*It is Metro's policy to maintain personnel records and medical records separately and in accordance with state and federal law, and to comply with procedures designed to protect the accuracy and confidentiality of these records.*

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**Applicable to**

All Metro employees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Definitions**

Medical Records: All records containing individually identifiable information about an employee or family member's health or medical history.

1. Examples of medical records include personal medical information relating to:
  - a. Employee health insurance and other benefits;
  - b. Disability accommodation;
  - c. Medical leave;
  - d. On-the-job injuries and workers' compensation;
  - e. Non-occupational medical conditions;
  - f. Fitness for duty examination information; and
  - g. Drug and alcohol testing results.

Personnel Records: All records used to determine an employee's qualification for employment, promotion, additional compensation, termination, or other disciplinary action.

1. Examples include:
  - a. Job applications, résumés, and cover letters;
  - b. Reference checks;
  - c. Performance evaluations;
  - d. Records of promotions, transfers, and demotions;

- e. Salary information;
  - f. Supervisory notes or memos used for disciplinary purposes or to determine terms and conditions of employment;
  - g. Disciplinary notices, including written records of oral warnings and reprimands, and related investigative records.
2. The personnel file may also include personal information that has been provided to Metro in the course of application and employment, except as specified below.
  3. Personnel records do not include:
    - a. Records relating to the conviction, arrest, or investigation of criminal conduct;
    - b. Confidential reports from previous employers;
    - c. Confidential medical records;
    - d. Payroll records;
    - e. Attendance records unless relevant to a disciplinary decision;
    - f. Routine supervisory notes that are not used for disciplinary purposes or decisions related to the terms and conditions of employment;
    - g. Grievance records.

### **Guidelines**

1. The Human Resources (HR) Department will maintain a personnel file containing each employee's personnel records. This file constitutes the official record of an individual's employment with Metro.
2. An employee's medical information will be kept in a confidential file maintained separately from the employee's personnel file.

### **Procedures**

#### **File Maintenance**

1. Personnel files and Medical Files will be maintained by the HR Department in a locked, confidential area.
  - a. Access to the personnel file will be limited to the employee, management staff, Office of Metro Attorney staff and HR Department staff.
  - b. Access to the confidential medical file will be limited to the employee, Office of Metro Attorney staff and HR Department staff. Management staff will be provided with medical information only as needed to manage work restrictions, requests for leave, disability accommodations, and medical response protocols (e.g., for an employee with a medical condition requiring particular first aid procedures) or to consider as a mitigating factor in a disciplinary process.
2. To assure proper records management, employees must notify the HR Department of any changes to their name, home address, phone number or emergency contacts.
3. Supervisors must promptly send HR:
  - a. Copies of all notes or records used as a basis for discipline or to determine the terms and conditions of employment; and

- b. Originals of all medical records.
  - i. Supervisors may not keep copies of medical records, except that they may retain information about modified duty restrictions, disability accommodations, and medical response protocols while they are in effect.
- 4. Metro will not place disciplinary records or other information that reflects critically upon an employee in the employee's personnel file without giving a copy to the employee.
  - a. The employee will be asked to sign to acknowledge receipt, however a signature is not required to place the document in the personnel file.
  - b. In the event that the employee does not sign, the supervisor will note the date the document was presented to the employee.
- 5. Personnel records and medical records will be treated as exempt from public disclosure to the maximum extent permitted by Oregon Public Records law and other legal requirements.
  - a. If contacted for an employment reference, Metro will provide the employee's dates of employment, positions held, and salary history. Metro may agree to provide additional information if requested by the employee.
  - a.b. In certain circumstances, disclosure of otherwise confidential records may be required by law. Metro will limit the scope of disclosure to information necessary to comply with the required legal process.
- 6. Metro will retain personnel records and medical records for a minimum of 3 years.

**Viewing and Copying Personnel Records and Medical Records**

- 7. **Employees:** Employees may view their personnel files and medical files in the HR Department office during regular business hours.
  - a. Employees are encouraged to make appointments in advance to ensure that HR staff will be available.
  - b. Employees will be given copies of material in their personnel files and medical files upon request. Metro will certify that the copies provided are true and correct copies of the originals.
  - c. Employees who are unable to come to the HR Department in person may call the department to make other arrangements.
  - d. An employee may provide written authorization to allow another person (such as a union representative) to view or obtain copies of his or her personnel file or medical file.
- 8. **Managers:** A manager may access an employee's personnel file or medical file only if there is a job-related reason to do so. Before viewing the file, the manager must sign a statement identifying the job-related purpose of the request and acknowledging confidentiality requirements. This statement will be reviewed by HR and considered prior to a decision regarding access.
- 9. **Former employees:** Following separation from employment, Metro will provide a former employee with a certified copy of his or her existing personnel records or medical records within 45 days of a written request from the employee or his or her authorized representative.

10. Metro may charge a fee for providing information under this policy, but this fee will not exceed an amount reasonably calculated to recover the actual costs for copying and labor. Current employees will not be charged for viewing or copying their files.
11. No one other than HR Department staff is authorized to add or remove information from an official personnel file or medical file. Metro employees and managers who add or remove information without authorization may be subject to discipline.
  - a. If an employee or manager believes information should be added to a personnel or medical file, he or she may submit the information to the HR Department. The HR Department will determine whether it is appropriate to include in the file.
  - b. Documents may be removed from the employee's official personnel or medical file only upon the mutual agreement of the HR Director or designee and the employee or the employee's representative.
    - i. The Oregon public records law prohibits destruction of public records except when certain conditions are met. Documents that are removed from the official personnel file may be retained consistent with applicable law, but will not be used as a basis for future discipline or other employment decisions.
12. Original personnel records and medical records must be viewed in the presence of HR Department staff. Original records may not be removed from the HR Department without approval from the HR Director.

## **Responsibilities**

### Employees:

- Comply with procedures for viewing and copying personnel files and medical files.
- Promptly notify your supervisor and the HR Department of changes to your name, home address and contact information, and emergency contacts.

### Supervisors and managers:

- Comply with procedures for viewing and copying personnel files and medical files.
- Promptly provide the HR Department with any notes or records used to determine an employee's qualification for employment, promotion, additional compensation, termination, or other disciplinary action.
- Promptly send any medical records received from an employee or any other source to the HR Department without keeping a copy, except that information about work restrictions, disability accommodations, and medical response protocols may be retained while they are in effect.
- Maintain the confidentiality of medical records and other private information.

### Human Resources Department:

- Maintain employees' official personnel file and medical file in accordance with this policy and applicable legal and contractual requirements.
- Oversee the inspection and copying of personnel records.

## References

ORS 652.750 (personnel records)

ORS 192.001 *et seq.* (public records)

Metro Records Retention Schedule

 Metro | Policies and procedures

**Subject** Information Technology: Acceptable Use  
**Section** Information Services; Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*Information, computer systems and devices are made available to users to optimize employee productivity in support of Metro's business processes. The purpose of this policy is to inform technology users of the appropriate and acceptable use of information, computer systems and devices.*

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**Applicable to**

All employees and other users of Metro agency information-related technology, services or systems.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Definitions**

Access: To instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system or computer network.

Computer Software: Computer programs, procedures and associated documentation concerned with the operation of a computer system.

Encryption: Use of a process to transform data into a form in which the data is unreadable or unusable without the use of a confidential process or key.

Information System: Computers, hardware, software, storage media, networks, operational procedures and processes used in the collection, processing, storage, sharing or distribution of information within, or with access beyond ordinary public access to, Metro's shared computer and network infrastructure.

Technology Asset: A data processing device that performs logical, arithmetic or memory functions, including the components of a computer and all input, output, processing, storage, software or communication facilities that are connected or related to such a device in a system or network. Technology assets include, but are not limited to, computers, tablets, telephones, and other messaging devices.

Technology Services: Information systems that are functioning on the public network subscribed to by Metro, including services found on the Internet that hold and process mail, files or streams of information.

Users: All Metro employees, volunteers, vendors and contractors who access Metro information assets, and all others authorized to use Metro information technology for the purpose of accomplishing Metro's business objectives and processes.

## **Guidelines**

- 1. Users have no right to expect that any information created on, kept on, or transmitted through the Metro information system is private.**
  - a. All information created or kept on Metro information systems, including email, is subject to review for compliance with public records law, regardless of whether the content is business-related or personal.
  - b. Metro documents, communications and work products stored on personally owned devices are also subject to public records law. The use of personally owned electronic devices such as home computers, laptops, smart phones and tablets to access Metro's internal networks may subject the personal device to review and possible disclosure.
  - c. Metro may monitor all electronic communications and information contained on its systems. Metro may monitor any and all email traffic passing through its email system as well as website visits, other computer transmissions, and any stored information created or received using Metro's information systems.
  - d. Metro will disclose or maintain the confidentiality of information in accordance with applicable law.
2. Metro information systems and devices are provided for business purposes only; however, Department Directors may approve limited, incidental personal use consistent with the terms of this policy.
3. Metro expects employees to comply with normal standards of professional and personal courtesy and conduct in their use of email and other electronic communications.
4. The Information Services Department is responsible for issuing guidance, consistent with this policy, to address changing technology or business needs. At a minimum, newly issued guidance will be posted on the IS intranet page and notification will be emailed to employees with Metro email addresses.
5. Violation of terms of this policy may result in the limitation, suspension or revocation of access to Metro information systems and can lead to other disciplinary action up to and including termination.

## **Procedures**

### **General security protocols**

1. All users must be authorized by Information Services to use Metro technology assets.
2. Users are responsible for the security of their passwords and accounts. Users must keep their passwords confidential. Passwords must be changed on a regular basis and should be complex enough that they cannot be easily discovered.

3. Users of Metro information systems shall respect the confidentiality of other users' information. Users shall not attempt to:
  - a. access third-party systems without prior authorization by the system owners;
  - b. obtain other users' login names or passwords;
  - c. attempt to defeat or breach computer or network security measures;
  - d. intercept, access, or monitor electronic files or communications of other users or third parties without approval from the author or responsible business owners;
  - e. review the files or information of another user without a specific business need to do so.
4. **Remote access:** Users may access Metro networks and email from remote locations only with proper authorization and through the use of agency-approved and agency-provided remote access systems or software.
  - a. Telecommuting is subject to applicable Metro policies and collective bargaining agreements.
5. **Software:** Non-approved software, including but not limited to desktop and workgroup applications, screen savers, browsers, application plug-ins and games, may not be downloaded or installed from the Internet, portable computer and storage devices, or other external sources without prior approval from Metro Information Services.
  - a. Approved software is listed on the IS Department intramet page.
  - b. Employees who have an ongoing business need to download non-approved software may request an exception from the requirement to obtain prior approval each time. Such requests must be supported by the employee's supervisor and submitted to the IS Department in writing. IS will evaluate the request with due consideration to the employee's business need, Metro's operational readiness, and the potential security impact. If the request is granted in whole or in part, IS will provide a written description of the expanded approval.
  - c. The IS Director has final authority over software approval decisions.
6. **Privately owned electronic devices:** Privately owned devices may not be connected to Metro networks, wireless access points, computers or other equipment without prior approval from Metro Information Services.
  - a. Privately owned devices such as laptops, smart phones and tablets may be connected to the email server over the public internet in accordance with IS Department guidance.
  - b. Hardware devices that are not required for assigned work must not be attached to a Metro-provided computer. All hardware attached to Metro systems must be appropriately configured, protected and monitored so it will not compromise Metro technology assets.
7. **Instant messaging and streaming video/audio:** Departments may allow the use of Instant Messaging (IM) and other communications or messaging alternatives for business purposes. Departments may also allow the use of streaming video/audio for business purposes. However, these uses must be approved, documented, and adequately secured and must comply with Metro records and information management policies. The IS Department is authorized to monitor IM communications and video/audio streams as needed for business or legal reasons.

8. Technology assets must not be used in a manner that impairs the availability, reliability or performance of Metro business processes and systems or unduly contributes to system or network congestion.
9. Users are required to report evidence of computer viruses, security breaches, or unauthorized access to the IS help desk as soon as possible.
10. Metro-provided email systems and Internet access for the public must be secured appropriately in order to protect Metro technology assets.
11. Metro may employ additional security controls, such as limited workstation access, in order to protect Metro technology assets and maintain a secure environment.
12. Information Services is responsible for monitoring the use of information systems and assets. At a minimum, IS will monitor on a random basis and for cause. Monitoring systems or processes will be used to create usage reports and the resulting reports will be reviewed by Information Services management for compliance.

#### **Restriction of personal use of Metro technology assets**

13. Internet use increases the risk of exposing Metro technology assets to security breaches. Metro can only accept this risk for business uses.
  - a. Business use includes accessing information related to employment with Metro, such as accessing benefit-related information. Approved sites for this purpose are the Oregon Public Employees' Retirement System (PERS), Employee Assistance Program (EAP), Oregon Savings Growth Plan and union contract information.
  - b. Department Directors may determine whether to allow limited incidental personal internet use, such as to check weather conditions or in case of emergency.
  - c. Metro has discretion to determine if an employee's use is personal or business. Employees will not be disciplined for personal use without an opportunity to explain any business reasons for the use.
14. Email is to be used for Metro-related business only, except as follows:
  - a. Department Directors may allow employees limited, incidental personal use as long as it does not violate other requirements of this policy and there is no significant cost to the agency.
  - b. Email may be used for union business to the extent allowed in the applicable collective bargaining agreement.
15. Metro employees are responsible for exercising good judgment regarding the reasonableness of personal use of Metro's technology assets. No personal use of Metro information systems shall interfere with staff productivity, pre-empt any business activity, consume more than a trivial amount of resources, or be used for personal gain.
  - a. Users may not use Metro technology systems to play computer games, regardless of whether Internet-based, personal, or included with approved software applications.
  - b. Metro systems may not be used for hosting or operating personal Web pages; non-business-related postings to Internet groups, chat rooms, or list services; or creating, sending or forwarding chain emails.
  - c. Metro information systems, other than the intramet bulletin board, may not be used for personal solicitation. Systems may not be used to lobby, solicit, recruit,

sell or persuade for or against commercial ventures, products, religious or political causes, or outside organizations.

### **Prohibited uses**

16. Metro networks and systems shall not be used to intentionally view, download, store, transmit, or retrieve any information, communication or material that:
  - a. is harassing or threatening; is obscene, pornographic or sexually explicit;
  - b. is defamatory;
  - c. fosters hate, bigotry, discrimination or prejudice or makes discriminatory reference to race, age, gender, sexual orientation, gender identity, religious or political beliefs, national origin, health or disability;
  - d. is untrue or fraudulent;
  - e. is illegal or promotes illegal activities;
  - f. is intended for personal profit;
  - g. facilitates Internet gaming or gambling; or
  - h. contains offensive humor.
17. Under certain circumstances, there may be legitimate business reasons to access materials that are otherwise prohibited. Employees should obtain supervisor approval before accessing such materials.
18. Users shall not intentionally destroy data in an attempt to misrepresent data in Metro information systems.
19. Personal hardware or software may not be used to encrypt any Metro-owned information except with express prior permission and direction from Information Services.
20. Users shall not send email or other electronic communication that attempts to hide the identity of the user or represent the user as someone else. Users shall not utilize proxy devices or servers to hide their identity or to circumvent existing security. No use of scramblers, remailer services, drop-boxes or identity-stripping methods is permitted.

### **Additional legal requirements**

21. All information created on or stored within Metro's applications, systems, devices and networks, whether on or off-premises, is the sole property of Metro and subject to its sole control, except as required by contract. In addition, all Metro documents, communications and work products are the sole property of Metro, regardless of whether the information is stored, accessed or transmitted via Metro-owned or personally owned devices such as computers, tablets, and cell phones.
  - a. No part of Metro agency systems or information is or may become the private property of any system user.
  - b. Metro owns all legal rights to control, transfer, or use all or any part or product of its systems.
  - c. Metro is under no obligation to store or forward the contents of an individual's email inbox, outbox or contact list either during or after their employment.

22. Use of Metro information systems must comply with copyrights, licenses, contracts, intellectual property rights and laws associated with data, software programs and other materials made available through those systems.
23. Users must comply with Metro's records retention policies.

## **Responsibilities**

### Employees:

- Take reasonable steps to ensure the physical security of Metro technology assets and passwords and report missing, lost or stolen Metro technology assets to their supervisor immediately.
- Use Metro technology assets in a manner consistent with the Acceptable Use Policy, seeking answers to any questions about the policy from their supervisor or the IS help desk as needed.

### Supervisors:

- Ensure that authorized users have received training on acceptable use through the Metro Learning Center software or have received and signed a hard copy of the policy.
- Submit new account request forms for new employees.
- Review and update employee access when requested.
- Ensure employees are using Metro technology assets in a manner consistent with the Acceptable Use Policy and guard against inappropriate use of such assets by employees.
- Coordinate with the agency's Information Services and Human Resources Departments on violations of acceptable use of Metro technology assets.

### Department directors:

- Ensure that department purchases for Metro technology assets are restricted to only those necessary for the conduct of official business and that standards for hardware and software are followed.
- Ensure appropriate usage of Metro technology assets and compliance with applicable rules and policies.

### Information Services:

- Implement firewall, anti-virus, role provisioning, password controls, web surfing and Email filtering mechanisms, ensure their maintenance, and monitor logs and reports for system performance and compliance.
- Report policy violations to the Human Resources Department and/or supervisory staff as appropriate.
- Create hardware and software standards with the help of a technical standards committee and publish hardware and software standards on at least an annual basis.

- Review policy annually to determine applicability. Publicize new guidance on the intramet and by email.
- Update filters by employee or group to include items required as part of the job when directed by a manager.

Human Resources Department:

- Alert Information Services of policy violations when appropriate.

**Related References**

- Information Services Department intramet page:  
<http://imet.metro-region.org/index.cfm/go/by.web/id=3265>
- Social Media policy

 Metro | *Policies and procedures*

**Subject** Internships  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*Metro offers internships to promote community engagement and provide training opportunities for students and other members of the public. Internships may be paid or unpaid.*

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**Applicable to**

All departments.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Definitions**

**Internship:** A training opportunity for the educational benefit of the intern. Internships may be paid or unpaid; however, unpaid internships must comply with state and federal legal requirements to ensure that an employment relationship is not created.

**Guidelines**

1. Metro departments may offer internships for students and/or other members of the public. Internships must provide educational experiences to the intern, and may be paid or unpaid.
2. Paid interns are employees of Metro and are subject to all applicable Metro personnel policies, work rules and procedures.
3. Unpaid interns are volunteers and are not employees of Metro. Unpaid interns are subject to Metro's personnel policies only where noted in the policies or otherwise provided by law. Unpaid interns may also be required to follow department procedures applicable to their work.
4. Interns are expected to meet the performance and conduct standards applicable to the internship opportunity and to fulfill their agreed commitments.

**Procedures**

1. A department may offer internship opportunities at the discretion of the Department Director.

- a. Relevant considerations include the department's supervisory capacity, the availability of educational work assignments, and the potential benefits to Metro and its constituent communities, such as promoting interest in Metro and increasing the diversity of applicant pools for regular employment.
  - b. An internship may be offered in collaboration with a school or other partner organization as long as the collaboration is consistent with Metro's mission and the internship complies with applicable law and Metro policies.
  - c. The Department Director or other designated hiring manager will determine whether the internship will be paid or unpaid. For paid internships, the rate of pay will be determined in consultation with the Human Resources Department.
2. The hiring manager must consult with the HR Recruitment Analyst before offering an internship. Recruitment and selection of interns will typically be in accordance with Metro's Recruitment and Selection policy.
  - a. The HR Department may approve modified procedures if appropriate, consistent with applicable law. For example, modified procedures may be necessary to facilitate collaboration with a school or other partner organization.
  - b. Interns who are over 18 years old will receive a background check.
3. Unpaid internships must comply with state and federal legal requirements to ensure that an employment relationship is not created. Unpaid internships must meet the following criteria:
  - a. The internship must be similar to training that would be given in an educational environment, even though it includes actual Metro operations;
  - b. The internship experience must be for the benefit of the intern;
  - c. The intern must not displace regular part-time or full-time employees;
  - d. The intern must work under close supervision of existing staff;
  - e. Metro should derive no immediate advantage from the intern's activities, and on occasion its operations may actually be impeded;
  - f. The intern is not entitled to a job at the conclusion of the internship (he or she may apply for future opportunities in accordance with regular procedures);
  - g. Metro and the intern mutually agree and understand that the intern is not entitled to wages for the time spent in the internship.
4. Paid interns are subject to all applicable Metro personnel policies, work rules and procedures. Departments are responsible for ensuring that paid interns review Metro's personnel policies, consistent with policy review and acknowledgment requirements for all Metro employees.
5. Departments are responsible for providing unpaid interns with an opportunity to review all applicable policies, work rules and procedures, including but not limited to the following:
  - a. Discrimination and Harassment policy;
  - b. Criminal Background Check policy;
  - c. Workplace Violence policy;
  - d. Driving and Vehicle Use policy (if applicable);
  - e. Information Technology: Acceptable Use policy (if applicable);
  - f. Whistleblowing (Reporting Improper Conduct) policy
  - g. All safety rules and procedures applicable to the assignment;
  - h. All conduct and performance standards, procedures, and other information applicable to the assignment.

6. Metro is legally restricted from providing direct or indirect compensation to its unpaid interns. Supervisors must request review from the Office of Metro Attorney (OMA) before offering new discounts, privileges, or other benefits to unpaid interns.
7. Supervisors are required to track unpaid interns' work hours and report this information to the HR Department Payroll Division no later than 10 calendar days after the end of each quarter for workers' compensation purposes.
8. An intern may be removed from his or her assignment with or without notice for any lawful, non-discriminatory reason. Removal may be appropriate in the event of conduct or performance problems or changing operational needs. Supervisors of interns must consult with the HR Department and/or OMA before removing an intern.
9. Interns may contact their supervisor or HR with any questions or concerns.

## **Responsibilities**

### Supervisors and Managers:

- Consult with the Department Director and HR Recruitment Analyst before offering an internship.
- Work with Information Services and Facilities staff to arrange appropriate work space, equipment, and network access for the intern.
- Manage internships in accordance with applicable law and Metro policies. Consult with HR and OMA as needed and/or as directed by this policy.
- Provide interns with all applicable policies and procedures.
- Track unpaid interns' work hours and report this information to the HR Department Payroll Division no later than 10 calendar days after the end of each quarter.

### Human Resources Department:

- Advise staff and interns on policies as needed.
- Conduct appropriate background checks on potential interns.
- Evaluate practices for consistency with the values and goals of the Metro Diversity Action Plan and advise hiring managers accordingly.
- Provide Equal Employment Opportunity disclosure and track demographics and other data as outlined in the Diversity Action Plan.

### Interns:

- Comply with all applicable policies and procedures.
- Promptly advise your supervisor or his/her designee of any changes to your availability.
- Contact your supervisor or the HR Department with any questions or concerns.

## **References**

Criminal Background Check policy  
Discrimination and Harassment policy  
Driving and Vehicle Use policy  
Information Technology: Acceptable Use policy  
Volunteers policy  
Whistleblowing policy  
Workplace Violence policy  
Fair Labor Standards Act

 Metro | *Policies and procedures*

**Subject** Job Sharing  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*Metro permits two employees to share one full-time position if, in Metro's judgment, the position lends itself to a job sharing arrangement without decreasing efficiency or increasing the net cost of the position to Metro.*

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**Applicable to**

All employees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Definitions**

Full-Time Equivalent (FTE): the number of total work hours divided by the maximum number of compensable hours in a full-time schedule.

**Guidelines**

1. A budgeted full-time position may be shared by two employees if, in Metro's judgment, the position lends itself to a job sharing arrangement without decreasing efficiency or increasing the net cost of the position to Metro.
  - a. For positions represented by a union, each job share employee will be budgeted at .50 FTE (20 hours per week). For non-represented positions, FTE may be divided according to business need and the needs and preferences of the employees.
2. Benefits will be prorated between the two employees in proportion to each employee's budgeted work hours. The benefits associated with a job share position may not exceed the benefits of an equivalent full-time position. An employee working in a job share position will be treated as a part time employee for purposes of calculating leave accruals.
3. Job share partners must have the same classification (since the classification is associated with the position) but may be paid at different rates, consistent with applicable collective bargaining agreements and policies.

## Procedures

1. A budgeted full-time position may be designated a job share position with the approval of the Department Director and HR Director.
2. To initiate a request for job sharing, employees should first discuss the request with their immediate supervisor, who will discuss the request with the Department Director. The decision whether to proceed with the request is at the Department Director's discretion based on operational needs and budget considerations.
3. If the Director supports the request, the employees must submit a written proposal to the Director, signed by both employees. The proposal should describe the proposed division of work hours and duties.
4. The Department Director will forward the proposal to the Human Resources (HR) Benefits Manager. The HR Benefits Manager will review the proposal to ensure compliance with applicable laws and policies related to benefits and discuss any concerns with the Department Director. The HR Benefits Manager will then forward the request to the HR Director who will approve or deny the request and notify the Department Director and Human Resources Information Systems (HRIS) Analyst. The Department Director is responsible for communicating the response to the affected employees.
5. Employees in job sharing arrangements are required to maintain the same performance, productivity and customer service standards that would be expected if the position were filled with one full-time employee. The immediate supervisor is responsible for managing the days and hours worked and the duties assigned to each employee. Job share partners and their supervisors are expected to work together to develop appropriate procedures to balance workloads and share information effectively.
6. Employees in job sharing arrangements may be required to track their work hours, even if they are paid on a salary basis, to facilitate management of the position and ensure compliance with legal requirements. Supervisors are responsible for managing work hours consistent with the approved job share arrangement.
7. If, in the judgment of the Department Director, the job share arrangement is not meeting Metro's business needs, the Department Director may terminate the arrangement upon 30 days' notice to the affected employees. The affected position may be converted to two part-time positions if consistent with business needs. Any resulting changes to the terms and conditions of employment will be in accordance with Metro's personnel policies and the applicable collective bargaining agreement, if any.
8. If one partner in a job sharing arrangement separates from employment, the supervisor and Department Director will determine whether to recruit for a new job share partner, convert the position to two part-time positions, or convert the position to one regular full-time position. This decision is at management's discretion based on operational needs and budget considerations.
  - a. If the position is converted to a regular full time position, the remaining job share employee will be offered the opportunity to assume the position on a full-time basis.
  - b. If the former job share employee is unable to assume the offered full-time position, he or she will be laid off following procedures in the applicable policy or collective bargaining agreement and the full-time position will be opened for recruitment.

## **Responsibilities**

### Employees:

- Discuss job sharing requests with your immediate supervisor and submit a signed written proposal.
- Share information with your job share partner to ensure efficiency and seamless customer service.
- Track work hours and submit them to your supervisor (salaried, overtime-exempt employees: only if required by supervisor).

### Supervisors:

- Ensure that job share employees are meeting applicable performance and customer service standards and that workloads and work hours are consistent with the job share agreement.

### Department Director:

- Determine whether to support or deny job share requests.
- Submit job share proposals to the HR Department.

### Human Resources:

- Track job share arrangements throughout the agency.
- Benefits Manager: Review job share proposals for compliance with applicable laws and policies.
- Director: Approve or deny job share proposals and notify Department Director and HRIS Analyst.
- HRIS Analyst: Complete data entry to allocate payroll and benefits in accordance with approved proposals.

 Metro | *Policies and procedures*

**Subject** Metro Committees  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*Metro committees provide valuable contributions to improve business operations and support our region's communities. To succeed, these committees need active participation from their members. This policy establishes procedures to support these committees and recognize employees' contributions.*

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**Applicable to**

All Metro employees who are members of ongoing internal committees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Guidelines**

1. This policy applies to internal committees that serve an ongoing business need and for which membership crosses departments. Teams supporting finite projects or projects with external partners are excluded from these criteria.
  - a. Examples of committees that meet the criteria: Safety Committees, Joint Labor Management Committee for Health Benefits, Diversity Action Team, 401(k) Committee, Green Teams, Sustainability Committee, Metro Employee Association.
  - b. Examples of committees that do not meet the criteria: Web design team.
2. The procedures outlined below are intended to support Metro committees by:
  - a. Clarifying documentation expectations;
  - b. Promoting transparency between participating employees and their supervisors; and
  - c. Creating an environment that recognizes employees' contributions.

**Procedures**

**Committee bylaws**

1. Each internal committee covered by this policy must have bylaws that follow the template attached to this policy. Bylaws must be reviewed by the respective Department Director and approved by the Senior Leadership Team and/or Deputy Chief Operating Officer.

- a. The bylaws should include:
    - i. Committee mission;
    - ii. Membership selection criteria;
    - iii. Terms of membership and requirements of members;
    - iv. Level of committee authority (i.e., advisory or decision making body) and decision-making process; and
    - v. Officer or chair responsibilities.
  - b. Human Resources will house copies of bylaws for all committees.
2. When recruiting members, a committee should provide a copy of its bylaws to the interested employee.

### **Employee participation**

3. An employee must have a supervisor's approval to participate in a Metro committee. A supervisor may decide not to approve an employee's participation if it would prevent the employee from meeting the business needs of the department. Conversely, participation in some committees may be required to meet a department's business needs and employees may be assigned to participate.
4. The terms and hours of the membership commitment must be identified in advance and discussed with the supervisor.
5. The supervisor must adjust the employee's workload as necessary to allow the employee to participate on work time.
6. Committee participation should be noted as a goal in the employee's performance evaluation and appropriately documented for future review.

### **Fundraising and cash handling**

7. A committee that wishes to raise funds in support of its mission must receive authorization to do so from Metro's Chief Operating Officer (COO) or Deputy COO.
8. For fundraisers expecting minimal proceeds, committees must follow the cash procedures listed in Appendix A. Committees planning to conduct significant or repeated fundraising events should seek financial and legal advice concerning non-profit status and other critical issues.

### **Responsibilities**

#### Employees:

- Request supervisor approval to participate in a committee.
- Follow fundraising and cash handling procedures as applicable.

Supervisors and Managers:

- Assign and approve committee membership.
- Adjust employees' workloads and performance evaluation goals to reflect committee memberships.

Human Resources Department:

- Maintain copies of committee bylaws.

Committee Members

- Complete draft bylaws following the format in the attached and seek approvals as outlined in this policy.

**Attachments**

Appendix A – Metro Committee Cash Handling Procedures

Appendix B – Template for Committee Bylaws

## **Appendix A**

### **Metro committee cash handling procedures**

#### Accepting Checks

1. Checks must be preprinted and include the issuer's name, address and must have a check number.
2. Checks must only be made payable to the committee conducting the fundraiser.
3. Foreign checks are not accepted.
4. Checks must not be post-dated (dated after current date) or stale-dated (dated more than 6 months prior to the current date).

#### Accepting Cash

1. The beginning cash fund must be counted by two people in charge of the fundraiser.
2. A petty cash box has to be used during the fundraising event.
3. During the fundraiser cash has to be counted in front of the customer.
4. When closing out, two people involved in the fundraiser have to count the total of the cash and fill out a cash report, stating the beginning fund balance, the sales amount and ending fund balance.
5. The balancing of cash and preparation of the cash report should occur immediately after the close of the event.

#### Depositing Cash

1. Fundraising proceeds should be deposited into the committee's bank account within three business days of the event.
2. Cash held until deposit should be kept in a locked secure area.

#### Reconciling the Bank Account

1. The bank account should be reconciled on a monthly basis and in a timely manner
2. A person without access to the bank account and not involved in the collection of fundraising amounts should be responsible for the monthly bank reconciliations.
3. Any discrepancies noted in the bank reconciliations should be reported to an individual with management oversight of the committee (Committee board member, president, etc.)

No credit cards can be accepted for fundraisers.

**Appendix B**

**(NAME) BYLAWS<sup>1</sup>**

*Adopted (Date)*

*Revised (Date)*

**ARTICLE I NAME**

The Committee shall be known as the (Name).

**ARTICLE II MISSION**

**ARTICLE III AUTHORITY**

Level of authority (advisory or decision-making body)

**ARTICLE IV MEMBERSHIP**

- Section 1: Criteria for membership
- Section 2: Terms of membership
- Section 3: Responsibilities of members
- Section 4: Attendance requirements
- Section 5: Selection and termination process

**ARTICLE V OFFICERS**

- Section 1: Selection/Election of Officers
- Section 2: Officers' responsibilities
- Section 3: Vacancies

**ARTICLE VI GOVERNANCE**

- Section 1: Annual work plan and reporting<sup>2</sup>
- Section 2: Budget development, tracking and reporting
- Section 3: Decision-making process
- Section 4: Quorum
- Section 5: Manner of Voting
- Section 6: Amendment of bylaws

**ARTICLE VII MEETINGS**

- Section 1: Schedule of meetings
- Section 2: Minutes
- Section 3: Conducting a Meeting

**SIGNATURES/DATE**

Committee Chairperson: \_\_\_\_\_ Date: \_\_\_\_\_  
 Department Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 Deputy COO or Designee: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> See Metro Committees policy

<sup>2</sup> Annual report of progress due to Deputy COO or designee

 Metro | *Policies and procedures*

**Subject** Modified Duty for Non-Occupational Medical Conditions  
**Section** Human Resources; Finance and Regulatory Services (Risk)  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*In limited circumstances, Metro may provide temporary modified duty (also known as "light duty") for injuries or medical conditions that were not incurred on the job at Metro.*

---

**Applicable to**

All employees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Guidelines**

1. Metro will temporarily modify the work assigned to employees with temporary non-occupational medical conditions only if the following criteria are met:
  - a. The employee can complete all the essential job functions as outlined in the employee's classification description;
  - b. There is a business need for the work to be performed; and
  - c. There is no financial cost to Metro (e.g. equipment purchases) required to place the employee on modified duty.
2. Metro does not provide transfers to accommodate restrictions due to non-occupational medical conditions except as required by law or other Metro policies.
3. Employees who are unable to perform their regular duties due to non-occupational medical conditions may have additional options under other laws and Metro policies, including the Americans with Disabilities Act (ADA), Oregon Family Leave Act (OFLA), Family and Medical Leave Act (FMLA), and Metro's Pregnancy Transfer and Leave policy. Metro also provides modified duty for on-the-job injuries covered by Metro's workers' compensation insurer. Employees should consult the applicable Metro policies and contact the Human Resources (HR) Department for more information if needed.

**Procedures**

1. To request modified duty, employees must provide their supervisor or the HR Department with written restrictions from their health care provider.

- a. Supervisors must forward this information to HR immediately.
  - b. If more information is needed to clarify the restrictions or evaluate the suitability of possible transfer options, the HR Department may request that the employee provide additional information before a decision is made on the employee's request.
2. Modified duty for non-occupational conditions is typically limited to 30 days or less except as required by law or other Metro policies. In unusual circumstances, the C.O.O. or GM may approve an extension of modified duty beyond the standard 30-day period provided there is no adverse impact to Metro's operations.
3. Metro may remove an employee from the modified duty assignment before the end of the 30-day period for any of the following reasons:
  - a. The employee's medical restrictions are lifted or change substantially such that the modified duty assignment is no longer appropriate;
  - b. The employee is unable or unwilling to meet the attendance, performance and conduct expectations for the modified duty assignment; or
  - c. Continuation of the modified duty assignment is not consistent with Metro's business needs.
4. If an employee is medically restricted from performing the duties of his or her position but modified duty is not appropriate under the terms of this policy, the employee will not be permitted to work until the employee is no longer subject to medical restrictions.
5. An employee on modified duty whose medical restrictions are lifted or changed must give his or her supervisor a copy of the release or revised restrictions before the employee's next scheduled work shift or within three business days, whichever comes first.
6. Metro will return an employee to his or her regular duties only upon receipt of a medical release indicating that the employee is able to perform all the duties of that position.
7. Employees with non-occupational medical conditions may have additional options for extended modified duty or a leave of absence under the Americans with Disabilities Act (ADA), the Oregon Family Leave Act (OFLA), the Family and Medical Leave Act (FMLA), and/or other Metro policies.
8. An employee who is unable to return to his or her former position upon the conclusion of the modified duty assignment due to continued medical restrictions may be subject to termination in accordance with regular attendance policies except as provided by applicable law or other Metro policies.

## **Responsibilities**

### Employees:

- Provide your supervisor with written restrictions from your physician.
- Fulfill the performance and conduct expectations for the modified duty assignment. Consult with your supervisor if guidance is needed.
- When your restrictions are lifted or changed, give a copy of the release or new restrictions to your supervisor before your next scheduled work shift or within three business days, whichever comes first.
- If you are unable to return to your regular position at the end of your modified duty assignment, consult Metro policies and contact the HR Department to explore any other options you may have for modified duty or a leave of absence.

Supervisors and Managers:

- Notify the HR Department and Risk Management of all employee requests for modified duty.
- Promptly send any medical information received from an employee or another source to the HR Department without keeping copies, except that a copy of the employee's work restrictions may be retained while the restrictions are in effect. Maintain the confidentiality of all medical information.
- Consult with the HR Department before making changes to an employee's work assignment.
- Provide guidance to the employee as to the performance and conduct expectations for the modified duty assignment.
- Instruct employees to consult Metro's personnel policies and contact the HR Department to explore their options if they are unable to return to their regular assignment at the conclusion of modified duty.

Human Resources Department:

- Maintain all medical information in the employee's confidential medical file in accordance with legal requirements.
- Advise supervisors and employees on options for modified duty and leaves of absence as applicable.

**References**

Americans with Disabilities Act Policy

Family and Medical Leave Policy

Leave without Pay policy



## Metro | Policies and procedures

**Subject** Performance Management  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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### **POLICY**

*The purpose of performance management is to ensure that employees understand job expectations and receive timely feedback and coaching in order to be successful in their current job and prepared for future growth within Metro.*

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### **Applicable to**

All employees in regular and limited status positions; temporary and seasonal employees as determined by the Department Director.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

### **Definitions**

Coaching: Guidance provided by supervisors to help employees succeed in meeting performance goals and/or to promote professional development.

Performance cycle: A probationary period or the timeframe between annual performance evaluations.

Performance evaluation: A formal evaluation of an employee's performance during the preceding performance cycle.

Performance Improvement Plan (PIP): A set of goals given to an employee who is not meeting performance expectations. The PIP gives specific details of the areas in which the employee must improve and the period of time during which that improvement should occur.

Progress review: A structured review conducted during a performance cycle to review an employee's progress toward meeting performance expectations and the goals set for that cycle.

### **Guidelines**

1. Performance management is an ongoing process that includes planning, feedback and coaching, and review.

2. Performance evaluations are conducted at the end of each probationary or annual performance cycle in order to summarize accomplishments and areas for development and to set goals for the upcoming performance cycle.

### Procedures

1. Shortly after an employee begins a new position or performance cycle, the supervisor should initiate a performance planning dialogue with the employee to clarify job responsibilities and identify goals.
2. Feedback and coaching should be ongoing throughout the performance cycle and can be initiated by either the employee or the supervisor.
  - a. Employees are encouraged to ask for feedback and clarification of performance expectations as needed.
  - b. Supervisors are encouraged to provide coaching as soon as possible when an employee's performance is falling short of expectations.
3. Supervisors are required to conduct formal performance evaluations at the end of an employee's probationary period and annually. In addition, a mid-year progress review is required and a mid-probation progress review is strongly recommended.
  - a. A satisfactory performance evaluation is not a guarantee of an increase in wages, salary or benefits, advancement or continued employment.
  - b. A copy of the performance evaluation is kept in the employee's official personnel file.
  - c. In the event that an employee disagrees with any portion of the supervisor's written comments, the employee may submit a written response, which will be included in the employee's personnel file along with the evaluation.
    - i. A response may be submitted at any time; however, the response must be submitted within 10 working days of receipt of the evaluation to be considered as part of the final evaluation. The supervisor has final authority for the evaluation.
    - ii. If an employee submits a written question or concern, the supervisor will discuss the employee's concerns with the employee and provide a written response.
4. Progress reviews and performance evaluations will be conducted in accordance with the Human Resources (HR) Department's Performance Planning and Evaluation Guide. Supervisors may contact HR for additional guidance as needed.
5. If an employee receives an unsatisfactory overall performance rating, the employee will be placed on a Performance Improvement Plan (PIP) with specific goals and timelines to improve performance. If an employee does not meet the PIP goals within the designated timelines, the employee may be subject to discipline.
6. A supervisor's failure to provide an employee with a performance evaluation or place the employee on a PIP does not guarantee that an employee's performance is satisfactory or waive management's right to pursue disciplinary action as appropriate. Employees should ask their supervisors and/or notify HR if they do not receive a timely mid-year progress review or performance evaluation.

## **Responsibilities**

### Employees:

- Ask your supervisor for clarification or feedback if you are unsure of performance expectations.
- Actively engage in the process, including goal-setting and self-evaluation.

### Supervisors and Managers:

- Conduct performance planning, coaching and review in accordance with the Performance Planning and Evaluation Guide provided by the HR Department.
- Document employees' performance and provide feedback throughout the review cycle.
- Notify HR of performance concerns that may prevent the employee from passing probation or that may warrant disciplinary action.

### Human Resources Department:

- Provide training opportunities to assist employees with job performance and career development.
- Develop and maintain performance management forms and guidance documents.
- Notify supervisors of timeframes for completing required evaluations.
- Advise managers on employee coaching and improvement plans as needed.
- Maintain copies of performance evaluations in employees' personnel files.

## **References**

Performance Planning and Evaluation – A guide for employees and managers (available on the intranet on the HR Performance Management page or from the HR Department)

 Metro | *Policies and procedures*

**Subject** Pregnancy Transfer and Leave  
**Section** Human Resources; Finance and Regulatory Services (Risk)  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*Metro may provide modified duty, a temporary transfer, or a leave of absence for a pregnant employee who is unable to perform any or all job duties without undue risk to the health and safety of the employee or the pregnancy.*

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**Applicable to**

All employees who are or may become pregnant.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Guidelines**

1. Metro may provide modified duty, a temporary transfer, or a leave of absence for a pregnant employee who is unable to perform any or all job duties without undue risk to the health and safety of the employee or the pregnancy.
  - a. Metro will grant a leave of absence only if modified duty and temporary transfer are not feasible within the terms of this policy, except that if necessary an eligible employee may be granted leave pending consideration of modified duty and transfer options.
2. This policy is intended to address situations that do not meet the legal requirements for coverage under the Americans with Disabilities Act (ADA), Oregon Family Leave Act (OFLA), Family and Medical Leave Act (FMLA). Pregnant employees may have additional options for extended modified duty, transfer, or leave under those laws or other Metro policies. Employees should consult the applicable Metro policies and contact the HR Department for more information as needed.

**Procedures**

1. To request modified duty, employees must provide their supervisor or the HR Department with written medical restrictions from their health care provider.
  - a. Supervisors must forward this information to HR immediately.

- b. Employees who work around chemicals may find it helpful to ask their health care provider to review copies of the Material Safety Data Sheets (MSDS) for their work area. Supervisors will ensure that MSDS sheets are available to employees.
  - c. If more information is needed to clarify the restrictions or evaluate the suitability of possible transfer options, the HR Department may request that the employee provide additional information before a decision is made on the employee's request. With the employee's consent, the HR Benefits Manager may request follow-up information directly from the employee's health care provider.
  - d. Employees are not required to meet eligibility requirements under the ADA, OFLA or FMLA to qualify for modified duty, transfer or leave under this policy.
  - e. Metro will not assume a pregnant employee is unable to perform regular duties without a request by the employee.
  - f. The employee must meet all the attendance, conduct, and performance expectations for the modified duty or transfer position.
2. A temporary transfer will be provided only if:
- a. It is not feasible to modify the duties of the employee's current position;
  - b. There is an available position for which the employee is qualified;
  - c. The duties in the temporary position are consistent with the employee's medical restrictions; and
  - d. The transfer does not create a hardship to Metro's operations.
3. Metro may remove an employee from a modified duty or transfer assignment for any of the following reasons:
- a. The employee's medical restrictions are lifted or change substantially such that the modified duty or transfer assignment is no longer appropriate;
  - b. The transfer assignment is needed for an employee with a disability that requires accommodation or for an employee with on-the-job injury covered by the Workers' Compensation system;
  - c. The employee is unable or unwilling to meet the attendance, performance and conduct expectations for the modified duty or transfer assignment; or
  - d. Continuation of the modified duty or transfer assignment will create a hardship to Metro's operations.
4. If modified duty or temporary transfer is not feasible, Metro will provide a leave of absence unless it would create a hardship to Metro's operations.
- a. A leave of absence for pregnancy will be paid from accrued paid time off. Once accrued paid time off is exhausted, leave will be unpaid.
  - b. If the employee is benefits-eligible, benefits will be continued for as long as the employee's leave is paid by accruals. For unpaid leave, benefits will continue through the last day of the month following the month in which unpaid leave begins. After that date, leave will be without benefits unless the employee elects to continue benefits at the employee's own expense.
    - i. If the leave is covered by OFLA/FMLA, benefits will continue as described in that policy.
  - c. Leave will be excused for as long as the employee is unable to perform any suitable and available positions due to pregnancy-related medical restrictions.

- d. Leave granted under this policy will not be counted against the employee's attendance record for purposes of discipline or performance evaluations.
5. The position of an employee who has been transferred or is on leave may be filled on a temporary basis or kept vacant until the employee is reinstated.
6. An employee whose medical restrictions change or are lifted must notify the supervisor and submit a copy of the release or revised restrictions to the HR Department by the employee's next scheduled work shift or within three business days, whichever comes first.
7. Metro will reinstate an employee to their regular position prior within ten business days of receiving a medical release indicating that the employee is able to perform all the duties of that position, unless the position has been eliminated or the employee is no longer eligible for the position for reasons unrelated to the pregnancy transfer or leave.
  - a. In the event that the employee's regular position is eliminated, the employee will be subject to layoff consistent with applicable policy and contract provisions.

## **Responsibilities**

### Employees:

- Submit a request for modified duty, transfer or leave to your supervisor or the HR Department along with appropriate medical documentation.
- Fulfill the performance and conduct expectations for a modified duty or transfer assignment. Consult with your supervisor if guidance is needed.
- If your restrictions are lifted or changed, give a copy of the release or new restrictions to your supervisor by your next scheduled work shift or within three business days, whichever comes first.
- If you are unable to return to your regular position at the end of your modified duty assignment, consult Metro policies and/or contact the HR Department to explore any other options you may have for modified duty or a leave of absence.
- Request and code leave time consistent with this policy and regular timekeeping procedures.

### Supervisors and Managers:

- Notify the Department Director and HR Department if an employee requests modified duty, temporary transfer, or a leave of absence due to pregnancy risks.
- Promptly send any medical information received from an employee or another source to the HR Department without keeping copies, except that a copy of the employee's work restrictions may be retained while the restrictions are in effect. Maintain the confidentiality of all medical information.
- Consult with the HR Department before making changes to an employee's work assignment.
- Provide guidance to the employee as to the performance and conduct expectations for the modified duty assignment.
- Direct employees to consult Metro's personnel policies and/or contact the HR Department to explore their options if they are unable to return to their regular assignment at the conclusion of approved modified duty, transfer or leave.

Human Resources Department:

- Maintain all medical information in the employee's confidential medical file in accordance with legal requirements.
- Notify the Department Director upon receipt of a request for modified duty, transfer or leave under this policy.
- Provide advice on options for modified duty, temporary transfer and leave as needed.

**References**

Americans with Disabilities Act Policy

Family and Medical Leave Policy

Leave without Pay policy



## Metro | *Policies and procedures*

**Subject** Resignation and Retirement  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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### **POLICY**

*This policy outlines procedures and responsibilities in the event of resignation or retirement.*

---

### **Applicable to**

All employees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

### **Procedures**

1. Metro requests that employees provide a minimum of 14 calendar days' notice of resignation or retirement unless there is a contract or other agreement specifying a different timeframe.
2. Notice of resignation or retirement may be provided verbally or in writing to an employee's supervisor or manager.
3. After receiving notice of resignation or retirement, the supervisor must:
  - a. Immediately notify the Payroll Division via the Kronos Help Desk in order to ensure timely processing of the employee's final paycheck. Please see Metro's Payroll Policy for more information on final paychecks.
  - b. Forward an employee's resignation notice (if any) to the HR Department as soon as possible. If notice of resignation or retirement is given verbally, the supervisor must email the Human Resources (HR) Department to confirm the date and circumstances of the notice and the proposed effective date of the resignation or retirement.
  - c. Complete all applicable close-out procedures listed on the Departing Employee Checklist, available from the HR Department.

4. The effective date of resignation or retirement should ordinarily be the last date the employee is present at work and not extended by leave time or holidays. The HR Department may approve an exception to this rule in unusual circumstances, such as when an employee on leave is unable to return.
5. If an employee who has given notice of resignation or retirement seeks to rescind the notice, the decision whether to accept the rescission is at the discretion of the Department Director based on business need.
6. The HR Department will invite the employee to complete an exit interview or take similar steps to understand the employee's reasons for resigning. Employees are welcome to contact HR to request an exit interview.
7. Employees must return their employee identification cards and all other Metro property, including keys, uniforms, purchasing cards, tools and equipment, by the end of their last day of employment.
8. If contacted for an employment reference, Metro will provide the employee's dates of employment, positions held, and salary history. Metro may agree to provide additional information if requested by the employee.

## **Responsibilities**

### Employees:

- Provide 14 calendar days' notice of resignation if possible.
- Turn in your identification card and all other Metro property by the end of your last day of work.
- Contact the HR Department with any questions relating to benefits.

### Supervisors:

- Notify the Payroll Division via the Kronos Help Desk and the HR Department upon receipt of a notice of resignation.
- Complete applicable close-out procedures listed on the Departing Employee Checklist.
- Limit employment references to the information specified in this policy, or direct inquires to the HR Department.

### Human Resources Department:

- Process separation in applicable HR systems.
- Payroll Division: process employee's final check.
- Provide relevant benefits information.
- Conduct exit interview if requested or otherwise appropriate.

 Metro | Policies and procedures

**Subject** Volunteers  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*Metro values the contributions of volunteers throughout the agency. Metro's volunteer programs expand Metro's capacity to provide services, engage the community, and fulfill its mission while serving as good stewards of public funds.*

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**Applicable to**

All departments.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

**Definitions**

**Volunteer program:** A program that provides and manages volunteer opportunities for a specific Metro department or facility.

**Volunteers:** Individuals who provide services to Metro without expectation of monetary or non-monetary compensation.

**Guidelines**

1. Volunteers are not employees of Metro and are subject to Metro's personnel policies only where noted in the policy or otherwise provided by law. Volunteers may also be required to follow department procedures applicable to their work.
2. Volunteers are expected to meet the performance and conduct standards applicable to the volunteer opportunity and to fulfill their agreed commitments.
3. Metro employees may not volunteer to perform duties for Metro that are the same as, similar, or related to their normal job duties. Metro and its managers and supervisors may not require employees to perform volunteer work.

## Procedures

1. Metro's volunteer programs develop and manage volunteer opportunities in accordance with the applicable Metro policies and legal requirements and the specific needs of that program. Volunteer programs are responsible for recruiting and selecting volunteers, tracking volunteer assignments and hours, and establishing the expectations and procedures applicable to a particular volunteer assignment.
2. Volunteer programs are responsible for providing volunteers in recurring or ongoing assignments with an opportunity to review all applicable policies and procedures, including but not limited to the following:
  - a. Discrimination and Harassment policy;
  - b. Criminal Background Check policy;
  - c. Workplace Violence policy;
  - d. Driving and Vehicle Use policy (if applicable);
  - e. Information Technology: Acceptable Use policy (if applicable);
  - f. Whistleblowing policy
  - g. All safety rules and procedures applicable to the assignment;
  - h. All conduct and performance standards, procedures, and other information applicable to the assignment.
3. For one-day volunteer assignments, volunteer coordinators may provide policies for review as they deem appropriate.
4. Metro is legally restricted from providing direct or indirect compensation to its volunteers. Volunteer supervisors must request review from the Office of Metro Attorney (OMA) before offering new discounts, privileges, or other benefits to volunteers.
5. Supervisors are required to track volunteers' work hours and report this information to the HR Department Payroll Division no later than 10 calendar days after the end of each quarter for workers' compensation purposes.
6. A volunteer may be removed from his or her assignment with or without notice for any lawful, non-discriminatory reason. Volunteer supervisors must consult with the Human Resources (HR) Department and/or the Office of Metro Attorney before removing a volunteer for performance or conduct reasons.
7. Volunteers may contact their supervisor or HR with any questions or concerns.

## Responsibilities

### Volunteer Coordinators, Supervisors and Managers:

- Establish standards and procedures and manage volunteer programs in accordance with applicable law. Consult with HR and OMA as needed and/or as directed by this policy.
- Provide volunteers with all applicable policies and procedures.
- Track volunteers' work hours and report this information to the HR Department Payroll Division no later than 10 calendar days after the end of each quarter.

Human Resources Department:

- Advise staff and volunteers on policies as needed.
- Conduct appropriate background checks on potential volunteers.

Volunteers:

- Comply with all applicable policies and procedures.
- Promptly advise your supervisor or his/her designee of any changes to your availability.
- Contact your supervisor or the HR Department with any questions or concerns.

**References**

Criminal Background Check policy

Discrimination and Harassment policy

Driving and Vehicle Use policy

Information Technology: Acceptable Use policy

Workplace Violence policy

 Metro | *Policies and procedures*

**Subject** Whistleblowing (Reporting Improper Conduct)  
**Section** Human Resources  
**Approved by**

**DRAFT**  
**For MERC**  
**Commission**  
**vote**  
**9.4.13**

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**POLICY**

*It is Metro's policy to promote ethical behavior and to comply with Oregon's Whistleblower Law. Employees, interns, volunteers and contractors are encouraged to report improper or unlawful conduct and may do so anonymously. Such reports serve the public interest and assist Metro in meeting high standards of public accountability. No employee will be subject to disciplinary action or retaliation for making a good faith report or disclosure under this policy or for initiating or aiding in a criminal or civil proceeding.*

---

**Applicable to**

All employees and contractors performing services for Metro.

Interns and volunteers are also encouraged to report improper or unlawful conduct using the procedures described in this policy.

**Definitions**

Disclosure: A formal or informal internal or extra-agency communication.

Employees: For the purposes of the Oregon whistleblower law, "employees" include contractors and their employees in addition to individuals who are employed directly by Metro.

Good faith: A sincere belief or motive.

Reckless disregard for truth or falsity: A conscious disregard of a substantial and justifiable risk that the information disclosed is false.

Reporter: An individual who makes a report or disclosure under this policy.

**Guidelines**

1. Metro encourages its employees, interns, volunteers and contractors to notify Metro of improper or unlawful government action by Metro or its officials or employees.
2. No employee will be subject to discipline or other retaliation for disclosing information the employee reasonably believes is evidence of:
  - a. A violation of any federal or state law, rule, or regulation by the agency;

- b. Serious agency misconduct that could undermine Metro's ability to fulfill its public mission;
  - a. Gross misuse or waste of public resources or funds;
  - b. Abuse of authority in connection with the administration of a public program or the execution of a public contract; or
  - c. A substantial and specific danger to public health or safety resulting from agency action.
3. No employee will be subject to discipline or other retaliation for initiating or aiding in criminal, civil, or administrative legal proceedings in good faith.

## **Procedures**

### **Reporting improper or unlawful conduct:**

1. Employees, interns, volunteers and contractors are encouraged to notify Metro of improper or unlawful actions in any Metro facility or department.
  - a. Reports may be made to any Metro manager, the Human Resources (HR) Department, and/or the Office of Metro Attorney (OMA).
  - b. Reports also may be made confidentially using Metro's Ethics Line, which can be accessed online at [metroethicsline.org](http://metroethicsline.org), or by calling (888) 299-5460.
    - i. The Ethics Line is administered by the Metro Auditor's Office. The auditor contracts with a hotline vendor, EthicsPoint, to maintain the reporting system and ensure confidentiality. EthicsPoint does not reveal the reporting party's identity to Metro.
2. Metro will not discipline or retaliate against an employee for making a good faith report under this policy. Employees will be subject to discipline only if:
  - a. The information disclosed is known by the employee to be false, or is disclosed with reckless disregard for its truth or falsity; or
  - b. The disclosed information relates to the employee's own violations, mismanagement, gross waste of funds, abuse of authority, or endangerment of the public health or safety, in which case the employee may be disciplined for the underlying conduct.
3. During its investigation of any disclosure listed above, Metro will not identify the individual making the disclosure without his or her written consent unless such identification is necessary to an investigation or legal process and allowable by law. In that case, Metro will protect the reporter's confidentiality to the greatest extent possible without impairing the investigation or legal process.

### **Initiating or Aiding Administrative, Criminal or Civil Proceedings**

4. Metro will not discriminate or retaliate against an employee because he or she has in good faith:
  - a. Reported criminal activity (or activity the employee believes to be criminal) to any person or caused criminal charges to be filed against any person;
  - b. Cooperated with a criminal investigation or testified at a criminal trial;
  - c. Initiated, cooperated with, or testified at a civil administrative or court proceeding;

- d. Opposed harassment, discrimination, or other conduct prohibited by civil rights laws;
- e. Discussed, inquired about, or brought a claim for unpaid wages.

### **Legislative Testimony**

5. Metro will not prohibit, discourage, or otherwise interfere with an employee responding to a legislative request to discuss the activities of Metro or any other political subdivision of the state.
  - a. An employee is not required to inform Metro before engaging in the requested legislative discussion, unless the legislative request for information is directed to Metro and the employee is responding on behalf of Metro.
  - b. Notwithstanding this policy, employees are not permitted to:
    - i. Represent the employee's personal opinions as the opinions of the agency;
    - ii. Disclose information required to be kept confidential by law;
    - iii. Disclose records exempt from disclosure, except as provided by law;
    - iv. Disclose information of an advisory nature to the extent that it is preliminary to any final agency determination of policy or action and covers other than purely factual materials.
  - c. Absences to testify before a legislative committee will be excused. Employees may take unpaid leave or use any type of accrued paid time off other than sick leave. Employees are not required to disclose the purpose of the absence. Testifying on behalf of Metro is paid work time.

### **Whistleblowing in general**

6. Employees are not required to notify Metro before engaging in activities protected under this policy and will not face discipline if they choose not to do so; however, Metro encourages individuals to bring problems to its attention so they can be addressed promptly. As noted above, reports may be made confidentially using the Ethics Line.
7. Discrimination, harassment, and retaliation are prohibited for activities undertaken in good faith under this policy even if the underlying complaint or report is ultimately not substantiated.
8. Anyone who experiences or observes discrimination, harassment, or retaliation on the basis protected activity under this policy should report the offending conduct using the procedures specified in this policy or in Metro's Discrimination and Harassment Policy.

### **Responsibilities**

#### **Employee:**

- Report illegal and unethical conduct by notifying a Metro manager, the Human Resources Department or the Office of Metro Attorney, or by using Metro's Ethics Line.
- Notify a Metro manager, the Human Resources Department, or the Office of Metro Attorney if you observe or become aware of any conduct that may constitute discrimination, harassment or retaliation for protected activity under this policy.

Supervisor/Manager/Department Director:

- Ensure that no employee is subject to discipline, harassment or other retaliatory action for engaging in protected activity under this policy. Contact Human Resources immediately if you observe or become aware of any conduct that may constitute harassment or retaliation for protected activity under this policy.
- Cooperate with ethics investigations while protecting the reporter's confidentiality.

Human Resources Department:

- Cooperate with ethics investigations while protecting the reporter's confidentiality.
- Investigate any complaints of retaliation in violation of this policy.

**References**

ORS 659A.199 – 659A.236 (Oregon Whistleblower Law)

ORS 659A.030(1)(f) (prohibiting retaliation for opposing unlawful conduct)

OAR 839-010-0000 – 839-010-0140 (BOLI administrative rules)

ORS chapter 244 (Oregon Government Ethics Law)

OAR chapter 199 (Oregon Government Ethics Commission Administrative Rules)

Metro Ethics Hotline: metroethicsline.org; (888) 299-5460

Metro Ethics Employee Q&A (on Intranet)

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of adopting changes to the MERC Personnel Policies.

**Resolution No.** **13-23**

**Presented by:** Antoinette Gasbarre, Metro HR Manager  
Betsy Tripi, Metro HR Analyst

**Date:** September 4, 2013

### **Background and Analysis:**

The MERC Commission last approved a complete personnel policy manual for venues staff in August 2007. Beginning in 2011, Metro's Human Resources Department began a project to review and update both the MERC policy manual and Metro's policy manual, Executive Order #88, with the goal of developing one set of agency-wide personnel policies and procedures. The policies are being updated and implemented on a rolling basis in an order determined by legal changes and business needs. The 13 policies to be approved under this resolution will be the third batch of new policies to be implemented through this process.

Human Resources staff developed these policies in consultation with department managers, the Office of Metro Attorney, and the Metro Senior Leadership Team. Labor unions representing MERC and Metro staff also had the opportunity to bargain over changes where appropriate. The policies were also presented to the Commission for discussion in September 2012 and August 2013 and edited as noted in Exhibit A.

### **RESOLUTION:**

The resolution seeks the MERC Commission's approval of the following personnel policies:

- Alternative Duty Leave
- Charitable Solicitation
- Employee Records
- Information Technology – Acceptable Use
- Internships
- Job Sharing
- Metro Committees
- Modified Duty for Non-Occupational Conditions
- Performance Management
- Pregnancy Transfer and Leave
- Resignation and Retirement
- Volunteers
- Whistleblowing

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

There is no fiscal impact associated with implementation of these policies.

### **RECOMMENDATION:**

Staff recommends approval of Resolution 13-23.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 13-24**

For the purpose of authorizing the General Manager to execute an amendment to the contract with Plumbing & Mechanical Contractors Group for the Oregon Convention Center - Victaulic Coupling Replacement Project.

**WHEREAS**, many of the Oregon Convention Center’s originally installed heating water couplings have failed and are in need of replacement; and

**WHEREAS**, a contract in the amount of \$90,000 was originally issued to complete the project; and

**WHEREAS**, further work is required that will cost an additional \$30,000 that requires a contract amendment of over 20% of the value of the original contract; and

**WHEREAS**, Section 8 of the Metropolitan Exposition Recreation Commission's ("the Commission") Contracting and Purchasing Rules, requires Commission approval for contract amendments that are over 20% of the original contract amount.

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

Approves the contract amendment with Plumbing & Mechanical Contractors Group in the form substantially similar to the attached Exhibit A and authorizes the General Manager to execute the contract amendment on behalf of the Commission.

Passed by the Commission on September 4, 2013.

\_\_\_\_\_  
Chair

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

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

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

## MERC Staff Report

**Agenda Item/Issue:** For the purpose of authorizing the General Manager to execute an amendment to the contract with Plumbing & Mechanical Contractors Group for the Oregon Convention Center – Victaulic Coupling Replacement Project.

**Resolution No:** 13-24

**Presented by:** Scott Cruickshank

**Date:** September 4, 2013

**Background and Analysis:** OCC has been operating its boilers and hot water system year round due to water leaks that have occurred at the Victaulic couplers when the boilers are off and the loop is cooled. Leaks typically occur when the water loop cools below 140 degrees. Rather than repair the leaks as they occurred, the boilers were turned back on and lines heated back up to stop the leaking. Heating the boilers during the summer season is inefficient and problematic due to the simultaneous efforts of heating and cooling of the building.

OCC's natural gas usage has been reviewed and scrutinized multiple times through the Retro Commissioning Project with Glumac Engineering. It is also a focus of our newly developed Strategic Energy Management Plan. Reducing our natural gas usage should raise our Energy Starr rating which is a component in determining LEED credit points. A higher Energy Star rating has the potential to increase OCC's position in the buildings LEED re-certification effort when the project is submitted in the coming months.

Turning the boilers off during the summer months has been identified as one of the biggest ways to reduce natural gas usage and save money. OCC spends on average \$10k a month from June-September running the boilers unnecessarily. In addition to the natural gas savings that will be attained through shutting the boilers off, The Energy Trust of Oregon will provide OCC cash incentives for energy reduction through the ETO Strategic Energy Management Program.

The project to replace the failing Victaulic gaskets and couplers identified by OCC staff began in June, 2013. After the first group of gaskets and couplers were replaced, OCC began to refill the system one section at a time to check for leaks. Quickly it was discovered that multiple valves and additional Victaulic gaskets had developed leaks. Some of this was due to the gasket material being in one state for many years and shrinking when they reached a lower temperature. Other leaks were due to movement in the piping while replacing, causing the gasket nearby to unseat which caused leaks. Many shut-off valves that had not been exercised for many years developed leaks as well. We continued to find additional leaks when recharging the system. Through this process, OCC and the contractor identified that most of the leaks were occurring at the 90 or 45 degree angles in the pipe where movement had taken place. OCC directed the contractor to replace the adjacent 90 degree gaskets and couplers where failed gaskets have been replaced.

Previously, a contract for \$90,000 had been executed however the project cost is likely to be \$120,000. OCC seeks approval to amend the current contract to \$120,000. This amendment increases the contract over 20 percent and puts the amount over \$100,000 requiring commission approval.

The OCC operating budget has enough appropriation to cover this expense. This work is necessary to keep the boilers off for the remainder of this summer and future summers.

**Fiscal Impact:** The FY 2013-14 approved budget for the Oregon Convention Center includes appropriation for a \$30,000 contract amendment. This expense will be funded through the Operations Department. The original \$90,000 contract expenditure was funded in FY 2012-13.

**Recommendation:** Staff recommends that the Metropolitan Exposition and Recreation Commission, by Resolution No.13-24, approve the amendment to the contract with Plumbing & Mechanical Contractors Group, for the amount of One hundred twenty thousand, & 00/100 (\$120,000.00) for the Oregon Convention Center – Victaulic Coupling Replacement and delegate authority to the General Manager of Visitor Venues to execute the contract.

# Change Order

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**CHANGE ORDER NO. 01**

**MERC CONTRACT NO. 303045**

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

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

The original scope of work has not changed; OCC is simply replacing more fittings than originally thought.

Once repairs to the Victaulic fittings, known to leak have been repaired, the line is then charged with water again. Many times this has resulted in additional couplings needing to be replaced. Through this process OCC and the contractor have identified that most of the leaks are occurring at the 90 or 45 degree angles in the pipe where movement has taken place. OCC has directed the contractor to replace the adjacent 90 degree gasket and coupler when a failed gasket has been replaced. This has seemed to work better and is the plan moving forward.

The contract expiration date is extended from June 30, 2013 to September 30, 2013 to accommodate execution and billing of the additional work. Contractor shall ensure that the current Certificate of Insurance on file with MERC covers this time extension.

MERC shall pay Contractor for services performed and materials delivered under this amendment in the amount not to exceed THIRTY THOUSAND AND NO/100THS DOLLARS (\$30,000.00), for a total contract amount not to exceed ONE HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS (\$120,000.00).

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

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

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 13-25**

For the purpose of approving and transmitting to the Metro Council a budget amendment to the MERC Fund for the fiscal year 2013-14 annual Capital Plan.

**WHEREAS**, Metro Code 6.01.050 provides that the Commission shall annually prepare and approve an annual budget which shall, to the maximum extent permitted by law, consist of one commission-wide series of appropriations; and

**WHEREAS**, Metro Code 6.01.050(d) further provides that once the Commission’s budget has been adopted by the Metro Council, any changes in the adopted appropriations must be ratified in advance by the Metro Council; and

**WHEREAS**, the Commission previously approved and transmitted to the Metro Council the fiscal year 2013-14 budget and 2013-14 Capital Plan for the MERC Fund; and

**WHEREAS**, MERC staff request amendments to the current budget and Capital Plan for the reasons described in the attached Staff Report.

**BE IT THEREFORE RESOLVED**, that the Metropolitan Exposition Recreation Commission approves a budget amendment to the MERC Fund and annual Capital Plan as described in the attached Staff Report for the fiscal year beginning July 1, 2013 and ending June 30, 2014 for inclusion as part of the total Metro budget for this period and requests that the Metro COO present this to the Metro Council for ratification.

Passed by the Commission on September 4, 2013.

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

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**Chair**

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**Secretary/Treasurer**

**By:**  

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**Nathan A. S. Sykes, Deputy Metro Attorney**

## MERC Staff Report

### **Agenda Item/Issue:**

For the purpose of approving and transmitting to the Metro Council a budget amendment to the MERC Fund for the fiscal year 2013-14 annual Capital Plan.

**Resolution No:** 13-25

**Presented By:** Tim Collier/Cynthia Hill

**Date:** September 4, 2013

### **Background and Analysis:**

#### **General Manager - Administration**

- 1) Establish budget for new limited duration position, venues policy coordinator, reporting to the Visitor Venues General Manager. The first project for this position is to work on an Expo Center project to address financial sustainability, including funding issues, business model, capital investments (Halls A,B,C, and Master Plan), storm water and levee fee impacts, and the Columbia River Crossing Project. The second major project will be a similar body of work with PCPA to analyze long term funding issues related to the resident company subsidy model, Schnitz / Main Street project, and how all those conversations tie together for political and stakeholder audiences. Additional projects will be determined following an evaluation of project priorities. This is a three year limited duration position. This proposal request \$83,962 for year one of the three years funded from the MERC Operating Contingency. Future year funding will be identified through the budget development process and be included in the MERC Administration cost. The MERC Fund Operating Contingency will be replenished from the Renewal & Replacement Reserve the following year.
- 2) Metro is embarking on a project to review and update the current First Opportunity Target Area (FOTA) program. This review will include an opportunity to engage the historic community within the FOTA, younger generations of FOTA families, and other community stakeholders. The outcome of this project will be a set of key recommendations for the MERC Commission to consider in their deliberations on how to be most effective with the FOTA 23 years after its creation. This proposal is requesting \$100,000 for contracted professional services funded from the MERC Fund Operating Contingency. The Operating contingency will be replenished from the Renewal & Replacement Reserve the following year.
- 3) In 2013-14, the Information Service Department will commence a major upgrade to all Metro computers to move to the new standard of Windows 8.x and Office 2013. While it will take multiple months, this will be the standard work environment for ALL areas of the Agency from DRC to the Zoo to OCC to PCPA to Exec offices. This will for the first time, have a target reference user computing environment for the WHOLE Agency. To accomplish this move, we will need to purchase new software licenses for OCC, Expo and PCPA. (The Zoo and the rest of Metro has already prepaid for these advance licenses). As a budget estimate, we believe there are 300 computers that are actively in use at OCC, Expo and PCPA. \$200,000 was included in the adopted budget in an appropriated reserve for an Information Technology project to be determined. The cost and the scope of work are now finalized and a budget amendment to establish the specific project as well as a Capital Improvement Plan amendment is required. This proposed amendment requests the transfer of \$200,000 currently in a renewal and replacement contingency to Capital Equipment, It also amends the FY 2013-14 through 2017-18 5- year capital improvement plan.

**BUDGET DETAIL:**

|              |                            |
|--------------|----------------------------|
| <b>Fund:</b> | <b>MERC Administration</b> |
|--------------|----------------------------|

| <i>Line Item Title</i> | <i>Account</i> | <i>Fund</i> | <i>Dept</i> | <i>Prog</i> | <i>Class</i> | <i>Proj</i> | <i>Amount</i> |
|------------------------|----------------|-------------|-------------|-------------|--------------|-------------|---------------|
| <i>Resources:</i>      |                |             |             |             |              |             |               |
|                        |                |             |             |             |              |             |               |
| <i>Total Resources</i> |                |             |             |             |              |             | \$0           |

|                                   |        |     |       |       |      |  |           |
|-----------------------------------|--------|-----|-------|-------|------|--|-----------|
| <i>Requirements:</i>              |        |     |       |       |      |  |           |
| Regular Employee – Full Time      | 50100  | 558 | 55000 | 55000 | 0000 |  | 60,000    |
| Exempt                            |        |     |       |       |      |  |           |
| Fringe - Payroll Taxes            | 511000 | 558 | 55000 | 55000 | 0000 |  | 5,051     |
| Fringe - Retirement PERS          | 512000 | 558 | 55000 | 55000 | 0000 |  | 7,560     |
| Fringe - Health & Welfare         | 513000 | 558 | 55000 | 55000 | 0000 |  | 11,096    |
| Fringe - Other Benefits           | 515000 | 558 | 55000 | 55000 | 0000 |  | 255       |
| Management Consulting             | 524070 | 558 | 55000 | 55000 | 0000 |  | 100,000   |
| Equipment                         | 57500  | 558 | 55099 | 55950 | 0000 |  | 200,000   |
| Operating Contingency             | 701002 | 558 | 55100 | 55990 | 0000 |  | (83,962)  |
| Operating Contingency             | 701002 | 558 | 55100 | 55990 | 0000 |  | (100,000) |
| Renewal & Replacement Contingency | 706000 | 558 | 55010 | 55990 | 0000 |  | (200,000) |
| <i>Total Requirements</i>         |        |     |       |       |      |  | \$0       |

**Oregon Convention Center**

- 1) Capital investments in the Food & Beverage program are funded from two major sources, (1) the Capital investment contribution received at contract signing and (2) a 5 percent reserve established each year based on actual sales. Food and beverage sales were strong in FY 2012-13 allowing the 5 percent reserve to pay a larger portion of the Kitchen Cooler Project. This change in project funding increased the balance available in the Aramark Capital Investment Account by \$193,274. This action amends both the MERC Five Year Plan and the Metro FY 2013-14 through FY 2017-18 5 year Capital Improvement Plan (CIP).

|              |                                 |
|--------------|---------------------------------|
| <b>Fund:</b> | <b>Oregon Convention Center</b> |
|--------------|---------------------------------|

| <i>Line Item Title</i> | <i>Account</i> | <i>Fund</i> | <i>Dept</i> | <i>Prog</i> | <i>Class</i> | <i>Proj</i> | <i>Amount</i> |
|------------------------|----------------|-------------|-------------|-------------|--------------|-------------|---------------|
| <i>Resources:</i>      |                |             |             |             |              |             |               |
|                        |                |             |             |             |              |             |               |
| <i>Total Resources</i> |                |             |             |             |              |             | \$0           |

|   |        |     |       |       |      |        |           |
|---|--------|-----|-------|-------|------|--------|-----------|
| <i>Requirements:</i>                      |        |     |       |       |      |        |           |
|   |        |     |       |       |      |        |           |
| Concession Upgrade – Building Improvement | 572000 | 550 | 55999 | 55950 | 0000 | 850920 | 193,274   |
| Operating Contingency                     | 701002 | 550 | 55100 | 55990 | 0000 |        | (193,274) |
| <i>Total Requirements</i>                 |        |     |       |       |      |        | \$0       |

**Expo Center**

- 1) The City of Portland, Bureau of Environmental Services (BES) is awarding to the Expo Center a grant for \$100,000 to build a Green Storm Water Wall at the Expo Center. This is an EPA Grant through the City of Portland, Innovative Wet Weather Program (IWWP)

Green walls are an emerging approach to integrate vegetation into urban areas. Green walls provide many benefits such as: improving environmental and human health, managing stormwater, providing space for food production, providing habitat for insects, and providing aesthetic feature especially in dense urban environments.

The City of Portland, Bureau of Environmental Services (BES) is especially interested in the stormwater management aspects of green walls. Very little data exists that shows how well green walls manage stormwater, and there is no Portland-specific data on this subject. BES will monitor the Expo green wall to determine how well it manages stormwater. The Expo green wall will be one of the only green walls world-wide that is monitored for stormwater management. The site location is adjacent to the West Delta Bar and Grill and will enhance an indoor/outdoor “food court” atmosphere for the area known as the “Connector” between Expo Halls D and E.

Green walls can be found in many different settings and with widely varying designs. Examples of numerous construction approaches and structures are available including “shelves” of soil and vegetation, vegetation planted in pockets of felt-type fabric, pre-planted trays, and vegetation growing up from the ground. Some green walls are attached to a building and others are free standing. Green wall maintenance may be similar to ecoroof maintenance.

This proposed amendment recognizes the Innovative Wet Weather Program (IWWP) Grant and an additional contribution from the City of Portland paid directly to GreenWorks for design of the green stormwater wall. It also provides additional appropriation authority for the expenditure of the project. Finally, it amends the FY 2013-14 through 2017-18 5-year capital improvement plan. The grant requires a minimum cash or in-kind contribution of 10 percent of the total project cost (design and construction) which equals \$13,000. The in kind contribution will be provided from existing appropriations for project management services.

|              |                           |
|--------------|---------------------------|
| <b>Fund:</b> | <b>Expo Center Center</b> |
|--------------|---------------------------|

| <i>Line Item Title</i>        | <i>Account</i> | <i>Fund</i> | <i>Dept</i> | <i>Prog</i> | <i>Class</i> | <i>Proj</i> | <i>Amount</i> |
|-------------------------------|----------------|-------------|-------------|-------------|--------------|-------------|---------------|
| <i>Resources:</i>             |                |             |             |             |              |             |               |
| Federal Grant Indirect        | 410500         | 556         | 56999       | 55900       | 0000         | N           | 100,000       |
| Design Contribution           | 412500         | 556         | 56999       | 55900       | 0000         | N           | 30,000        |
| <i>Total Resources</i>        |                |             |             |             |              |             | \$130,000     |
| <i>Requirements:</i>          |                |             |             |             |              |             |               |
| Capital – Buildings & Related | 572000         | 550         | 55999       | 55950       | 0000         | N           | 130,000       |
| <i>Total Requirements</i>     |                |             |             |             |              |             | \$130,000     |