MERC Commission Meeting

January 5, 2011
12:30 pm

Metro - Room 301
600 NE Grand Avenue
Portland, Oregon

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

www.oregonmetro.gov

Metro | *Exposition Recreation Commission*

Agenda

Meeting: Metro Exposition Recreation Commission Regular Meeting
Date: Wednesday, January 5, 2011
Time: 12:30 – 2:00 p.m.
Place: Metro Regional Center, Room 301

CALL TO ORDER

1. QUORUM CONFIRMED

2. COMMISSIONER / EX OFFICIO COMMUNICATIONS

3. AFFIRMATIVE ACTION PLAN UTILIZATION AND AVAILABILITY REPORT — **Mary Rowe**

4. REVIEW AMENDMENTS TO EXPO CENTER MASTER PLAN — **Chris Bailey**

5. KELLER AUDITORIUM CONCESSION UPGRADES — **Robyn Williams**

6. GENERAL MANAGER COMMUNICATIONS — **Teri Dresler**
6.1 November 2010 Financial Report

7. MERC BUDGET COMMITTEE REPORT — **Judie Hammerstad**

8. MERC VENUE BUSINESS REPORTS — **Blosser/Williams/Bailey**

9. OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS

10. EXPO CENTER & PORTLAND CENTER FOR THE PERFORMING ARTS RENTAL RATES INCREASE DISCUSSION — **Bailey/Williams**

11. CONSENT AGENDA
11.1 November 3, 2010 MERC Commission Record of Actions
11.2 December 1, 2010 MERC Commission Record of Actions

12. ACTION AGENDA
12.1 **Resolution 11-01** for the purpose of approving a collective bargaining agreement with the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada ("IATSE") Local 28. — **Joni Johnson**
12.2 **Resolution 11-02** for the purpose of approving a collective bargaining Agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 3580-1. — **Joni Johnson**

ADJOURN

MERC Commission Meeting

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3.0 - Affirmative Action Plan Utilization and Availability Report

Affirmative Action Program
Workforce Utilization and Availability Report
Executive Summary

Background

As established in MERC's Affirmative Action Program, a biennial workforce availability and utilization analysis is performed to determine the availability of qualified women and minorities for job openings within the Portland Metropolitan recruitment area. The analysis will help assess whether Visitor Venue's workforce is fully utilized based on availability or determine placement goals where underutilization exists.

An outside consultant performed the analysis using a snapshot of workforce data, dated July 1, 2010. The analysis indicates that Visitor Venues should set placement goals for women or minorities in the job groups outlined below.

Placement Goals

In comparison to the last biennial review, the most recent data shows that MERC has made some positive progress, and maintained its performance in most areas.

	2006-08		2008-10	
Job Group	**Placement Goals for Women**	**Placement Goals for Minorities**	**Placement Goals for Women**	**Placement Goals for Minorities**
Office and clerical	0	0	0	0
Officials and administrators	0	0	0	0
Paraprofessionals	0.1	0.2	0	0
Professionals	0.6	0	0.5	0.7
Protected services	4.7	0	3.0	0
Service maintenance	0	0	0	0
Skilled Craft	0	1.9	0	1.4
Technicians	0	0	0	0

Since the analysis was calculated based on 2000 census data, it may not reflect the current availability of minority and women in our recruitment area.

Looking Forward

Metro is committed to achieving these goals, and will strive to exceed them by increasing outreach and promoting diversity at every level of the organization. Major efforts led by Human Resources to promote diversity include:

- When vacancies occur in areas where there is underutilization, working with hiring managers to explore additional options for increasing the diversity of qualified candidates.
- Promoting and educating the value of a diverse workforce to all employees throughout the hiring process.
- Promoting the agency's value of respect by including diversity language in job announcements, classifications specifications, and oral board interview questions.

- Analyzing data from the recent Cultural Assessment Survey to update the Diversity Action Plan and implement action items.
- Working with the Office of Metro Attorney to offer diversity awareness training.

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4.0 - Review Amendments to Expo Center Master Plan

January 5, 2011

TO: MERC Commission

FROM: Chris Bailey, Expo Center Director
Cheryl Twete, Senior Development Advisor

SUBJECT: Expo Center Conditional Use Master Plan

For the past two years, the Commission has received briefings on the Expo Center master plan update as well as the Columbia River Crossing project and its potential benefits and impacts for the Expo Center. Today's presentation culminates the past work and prepares Expo for its next ten years of business operations. Staff will provide a briefing on the proposed master plan and conditional use application to the City of Portland for land use approvals. In February you will be asked to approve a resolution approving the proposed plan for Metro Council to consider.

Background: The Expo Center currently operates under a Conditional Use Master Plan (CU MP). It was originally approved by City of Portland in June 2001 and it expires June 2011. In the past, the City required the Expo Center to operate under a CU MP because it is a unique type of facility on a large property and therefore, the City wanted to ensure that the impacts of its operations were fully understood and addressed.

A CU MP is a land use approval for a particular property that allows for specific types of future development. Because the Expo Center is a conditional use (Major Event Entertainment) in the General Industrial Zone (IG2) and not a use allowed outright, it must go through a review process for each development project, or prepare a master plan. Note that a CU MP is a review in addition to the typical building permit approval process.

Typically, a CU MP involves one ownership entity, such as institutions. University of Portland, Portland Community College, Good Samaritan Hospital, etc. all operate under a City approved CU MP.

The purpose of the CU MP is to give approvals for a package of future development and improvements, rather than requiring each individual project to go through a separate land use process. The approval criteria focus on the development impacts/benefits for the whole site – not each individual project – which is typically better for the owner, the city and the neighborhood. The CU MP allows approved projects to go forward but they generally are not required to be built. The CU MP is neither a funding plan nor development strategy. That work and future decision-making rest with the MERC and Metro Council.

Expo's current CU MP was required by the City as a condition of approving Hall D. The first CU MP was approved in June 2001 and expires in June 2011. Therefore, the update is needed to guide the Expo Center for the next ten years.

Understanding the Master Plan effort starts with an external driver of site impacts – the Columbia River Crossing (CRC) Project.

Columbia River Crossing Project Participation

MERC and Metro staff have participated in the CRC process for the past 2 ½ yrs. Regarding the Expo Center, our focus has been on Marine Drive interchange design options and the proposed local street network in the vicinity. Some of the

previous Marine Drive alignment options had significant impacts on the Expo Center site. In 2009, MERC prepared an illustrative urban design concept plan to depict potential full build-out at the Expo Center, in order to inform the CRC process (see Attachment A). Note that this is *not* the master plan proposed as part of the conditional use process. The current proposed Marine Drive alignment Concept D balances a mix of public transportation goals and could be workable with the Expo Center's on-going business operations (see Attachment B). Even though it has not received final approval, for purposes of the CU MP, staff has considered and incorporated some elements of the alignment and local street plan into the Master Plan. Given how preliminary the local street planning is at this juncture, we cannot fully integrate it into our plan at this time.

Conditional Use Master Plan

A Pre-Application conference with the City of Portland was held on September 9, 2010. Affected City Bureaus have indicated that a "refresh" of the previously approved CU MP is appropriate given that there are no major changes anticipated to the amount of development in the next 10 years compared to the current approved CU MP. The City has indicated that *transportation and storm water management* are the plan elements requiring additional information and updated proposals. A comparison of the current and proposed master plans and potential new development during the next ten years is as follows:

Current CU MP	Updated CU MP
New Expanded Exhibit Hall to Replace Halls A, B, and C	Same
Addition of New Meetings Rooms in Hall E and New Building(net increase of 109,000 square feet)	Similar - New Meetings Rooms in New Building
No Ballroom Proposed	New - Second Floor Ballroom in New Building
New Support Services Buildings on western portion of site	Same
Redevelop SW Parcel for Outdoor Parking and Storage	Similar; Create multi-use flex space for outdoor exhibition, parking and storage
Complete South Access Drive to connect to Force Avenue	Same
Accommodate construction of MAX LRT Station	Completed
Construct covered pedestrian walkway (LRT station to Expo)	Completed but enhancements proposed
Creation of Environmental Reserve at SW portion of site	Completed; property transferred to Port of Portland
Facility Upgrades to comply with all building/fire codes	Same
Installation of Public Art (1% for Art Code)	Completed for current development; additional art with new development to reflect site's history (Vanport flood and Japanese American Internment Center)
None	Modifications to Parking Lot Entry and Signage
None	Site improvements for Outdoor Exhibition Connections to Vanport Wetlands and North Portland Harbor for pedestrians and bikes

Attachment C depicts the updated master plan concept for the next ten years.

The most significant City policy change since 2001 is the new requirements regarding stormwater management associated with new development. Upgrades will not be required for current facilities. New storm water facilities such as a rain-water garden street, green roof or swales are proposed with future development in order to better manage and treat stormwater run-off on-site. The possibilities are rather exciting for Expo Center – for example, the largest eco-roof in Oregon, if not the entire West Coast could be built on the new Exhibit Hall.

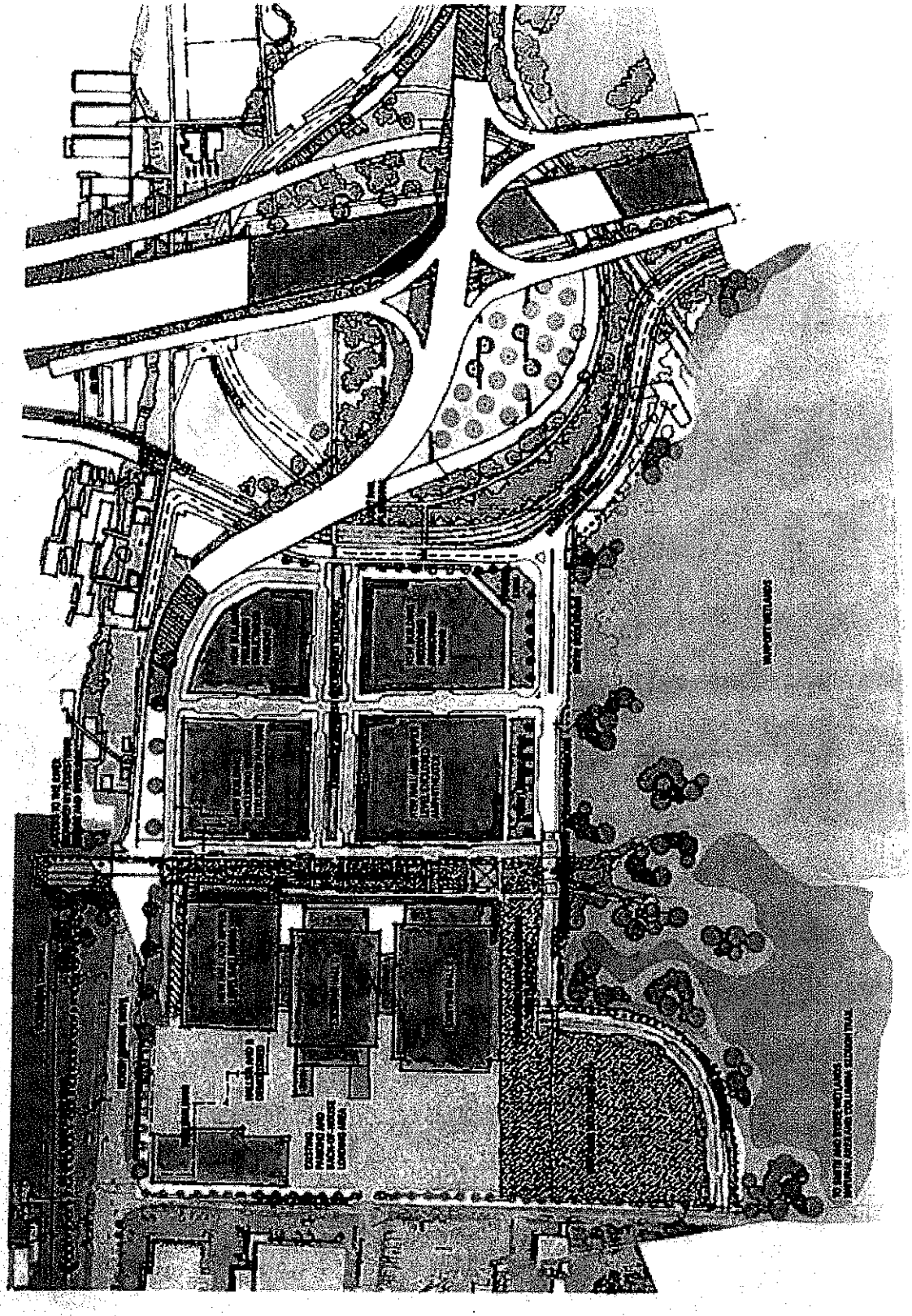
An updated transportation management plan evaluation has been required by the City to address future access, congestion, parking and transportation management plans. The study by our transportation consultants Kittelson and Associates indicates that the current transportation demand management plan is working effectively at Expo to address impacts, especially those occurring at peak event times, and that expected future impacts will not change significantly. Expo will continue to proactively encourage transit ridership to events and participate with CRC and the City of Portland on continued transportation planning for the area.

Staff has engaged with external stakeholders throughout the planning process, especially in sharing the Expo Center CU MP during CRC-related meetings and recently, in an Expo Center Advisory Committee meeting. We will continue to keep stakeholders informed and engaged throughout the approval process.

Next Steps

Expo Center's updated CU MP application will be submitted to the City in January 2011, with the first step being a "completeness" review by City staff. During this time, if additional changes from the MERC or Metro Council are received, staff will incorporate them and submit to the City. Upon being deemed complete, City staff will evaluate the CU MP application for conformance with approval criteria. A staff recommendation will then be presented to the City Hearings Officer for decision-making. A public hearing will be held and public testimony will be received prior to the Hearings Officer decision. This process generally takes between four to six months, assuming no substantive problems with the application and general support from community stakeholders. We anticipate that the final decision be rendered by the City prior to the June 2011 expiration of the current CU MP.

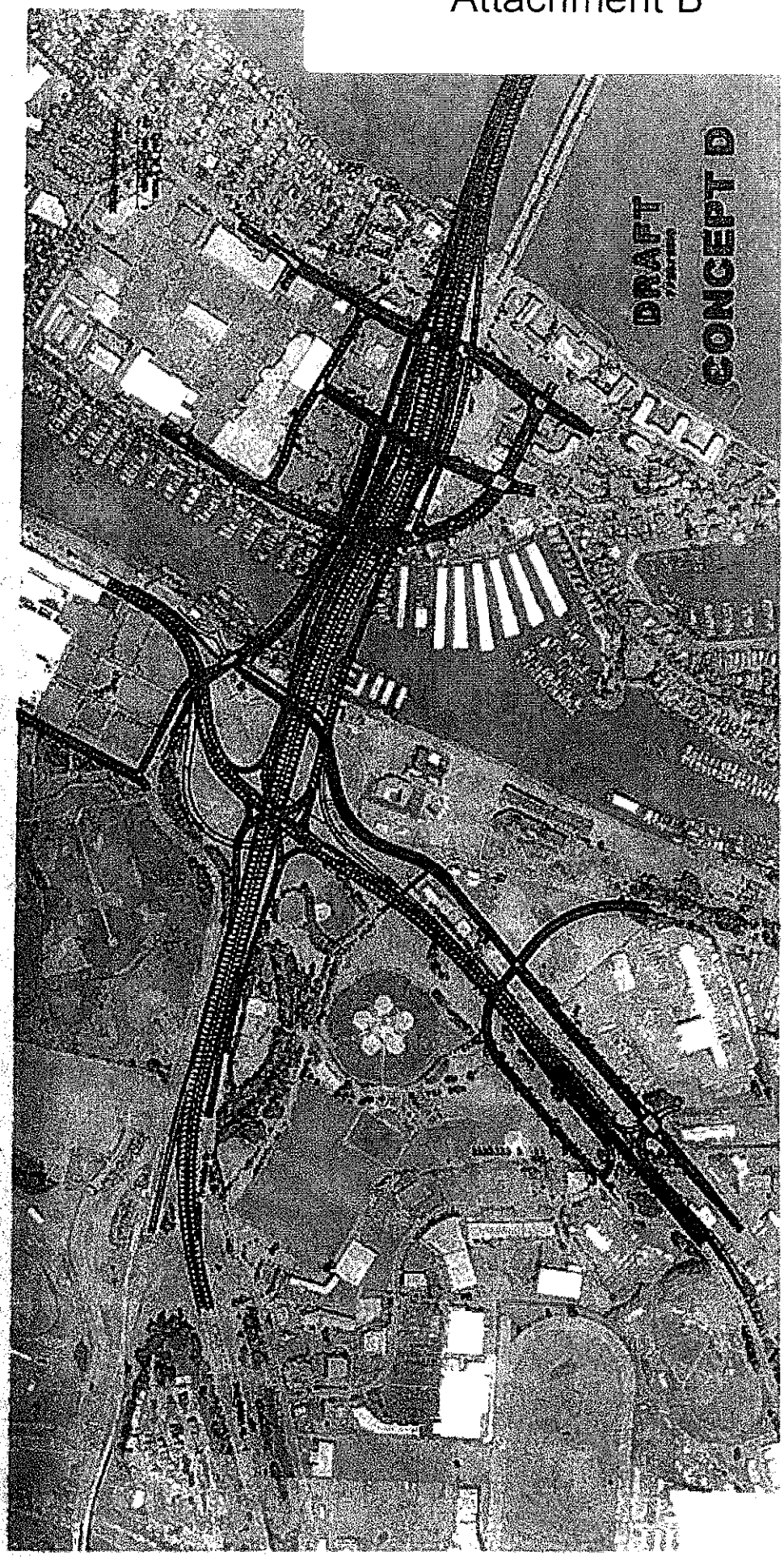
Attachment A



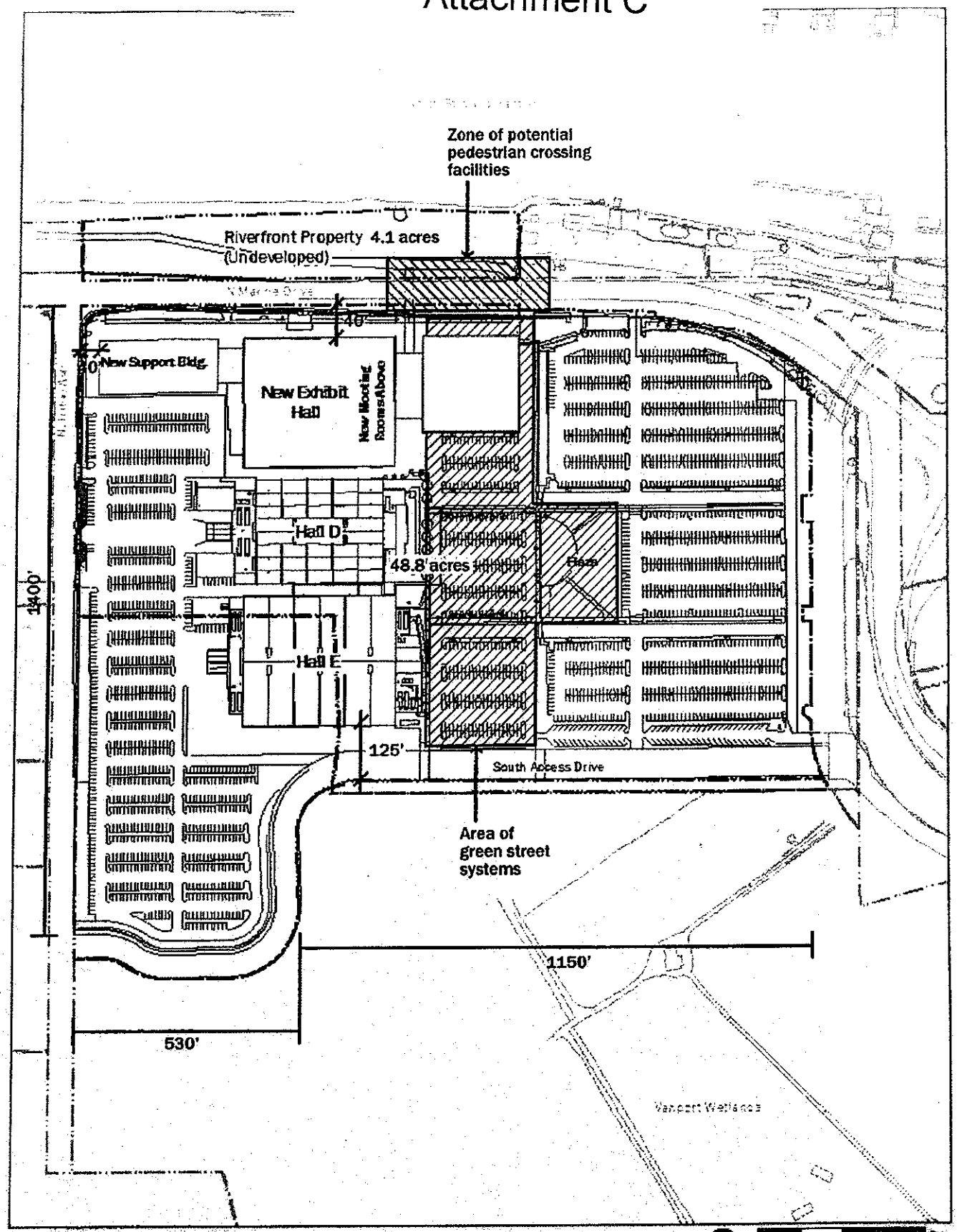
SEKA

MERC EXPO URBAN DESIGN CONCEPT PLAN
PROMENADE STREET ALIGNMENT: Option 5
30 July 2009

Attachment B



Attachment C



EXPO MASTER PLAN

Figure 4-2
Expo Site Plan - Planned Development and Development Areas

MERC Commission Meeting

January 5, 2011
12:30 pm

6.1 - November 2010
Financial Report

NOVEMBER 2010

FINANCIAL INFORMATION

For Management Purposes only

PORTLAND CENTER FOR THE PERFORMING ARTS

A SERVICE OF METRO

expo

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OREGON CONVENTION CENTER

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THE merc

METROPOLITAN EXPOSITION RECREATION COMMISSION

A SERVICE OF METRO

Date: December 23, 2010

To:

Commissioner Elisa Dozono, Chair
Commissioner Ray Leary, Vice Chair
Commissioner Judie Hammerstad, Secretary/Treasurer
Commissioner Chris Erickson
Commissioner Cynthia Haruyama
Commissioner Terry Goldman
Commissioner Karis Stoudamire-Phillips

From: Julia Fennell – Controller, and Cynthia Hill – Budget Manager

Re: MERC Financial Information for the 5 months ended November

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Enclosed please find the monthly financial report for the Metropolitan Exposition Recreation Commission, with detail by venue and department. This report provides current month and year-to-date financial information. It is intended to be used as a management tool for directors, the General Manager, Metro COO, and the MERC Commission. This report omits substantially all disclosures required by generally accepted accounting principles.

Due to a strong 1st quarter the Venues event revenue continues to be better than prior year and budget. Expenditures are tied to event activity, and the Facility Directors monitor expenditures closely.

In the area of Transient Lodging Tax, we are seeing slow growth in Hotel/Motel occupancy, average daily rate and tax receipts.

The attached sheets provide financial highlights and the financial reports for MERC and for each Venue.

Lastly, comparisons are between Actuals and the Annual Budget which is allocated in 12 equal months. However, the Venues are trending closer to their Budget when seasonality is factored in.

FINANCIAL HIGHLIGHTS

REVENUE

OPERATING

- **MERC** overall revenue is better than prior year by 6% or $672 thousand and less than budget by 1% or $287 thousand. Food and Beverage (F&B) is better than budget by 5% or $537 thousand.

- **Expo** overall revenue is less than prior year by 7% or $130 thousand. While there were a few events that did not return this year such as the Adidas Clearance sale and Catlin Gabel School Rummage sale, there were a few added such as the Portland's Largest Garage Sale and Real Time Logistics Ride & Drive, in addition the return events showed an overall increase compared to prior year of approximately $89 thousand. Prior year indicators suggest Expo's stronger months are ahead in the 3rd quarter.

- **OCC** is better than prior year by 6% or $468 thousand and better than budget by 5% or $902 thousand. This is due to a strong first quarter where overall event revenue showed an increase of approximately $1.4 million.

- **PCPA** is better than prior year by 13% or $340 thousand this is due to a strong 1st quarter increase in event revenue by approximately $798 thousand. F&B is better than budget by 10% or $151 thousand.

NON – OPERATING

- Transient Lodging Tax (TLT) is greater than prior year to date by 6.683% which equals $169 thousand.

EXPENDITURES

OPERATING

- **MERC** overall expenditures are less than prior year by 2% or $293 thousand and less than budget by 3% or $1.1 million.

- **Expo** overall expenditures are less than prior year by 6% or $86 thousand and less than budget by 13% or $581 thousand. F&B expenditures are flat compared to prior year and less than budget by 17% or $255 thousand.

- **OCC** is relatively flat compared to prior year and slightly less than budget by approximately $12 thousand. F&B is slightly higher than prior year by 1% which is approximately $45 thousand.

- **PCPA** is less than prior year by 5% or $164 thousand and budget by 4% or $355 thousand. F&B is slightly less than prior year by 6% or $43 thousand.

NON – OPERATING

- Expo has paid 77% or $913 thousand of the budgeted Debt Service of $1.188 million.

- MERC has paid Metro Support Service & Risk Management $1.2 million of the budgeted amount of $2.5 million or 47%.

Metropolitan Exposition-Recreation Commission

MERC Statement of Activity with Annual Budget

All Departments

November 2010

	Current Month Actual	Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	November-10	November-10	November-09		November-10	42%
Operating						
Revenue	1,466,441	6,872,699	6,158,151	112%	18,481,869	37%
Revenue - Food and Beverage	1,142,990	5,456,592	5,498,806	99%	11,813,716	46%
Total Operating Revenue	**2,609,431**	**12,329,291**	**11,656,958**	**106%**	**30,295,585**	**41%**
Costs - Food and Beverage	894,667	4,422,216	4,421,320	100%	9,422,641	47%
Personal Services	1,448,650	7,029,413	6,929,392	101%	17,989,843	39%
Goods & Services	461,957	2,418,771	2,787,956	87%	8,218,060	29%
Marketing	218,280	1,091,400	1,116,401	98%	3,037,090	36%
Total Operating Expenses	**3,023,553**	**14,961,799**	**15,255,068**	**98%**	**38,667,634**	**39%**
Net Operating Results Inc (Dec)	**(414,122)**	**(2,632,509)**	**(3,598,110)**	**73%**	**(8,372,049)**	**31%**
Non Operating	-	-	-		-	
Transient, Lodging Tax	1,459,372	2,693,354	2,524,670	107%	10,558,553	26%
Government Support City of Portland	-	-	-	-	756,907	0%
Non-Operating Revenue	12,371	54,390	88,713	61%	294,773	18%
Non-Operating Expense	-	-	2,503	0%	2,500	0%
	1,471,743	**2,747,744**	**2,610,880**	**105%**	**11,607,733**	**24%**
Support and Risk Management						-
MERC Administration	0	-	-	-	-	-
Metro Support Services	166,099	830,495	844,855	98%	1,993,186	42%
Metro Risk Management	-	332,878	325,716	102%	499,311	67%
	166,099	**1,163,373**	**1,170,571**	**99%**	**2,492,497**	**47%**
Net Increase (Decrease)	**891,522**	**(1,048,137)**	**(2,157,802)**	**49%**	**743,187**	**-141%**
Transfers						
Transfers from	-	-	-	-	-	-
Debt Service	913,316	913,316	1,039,936	88%	1,189,132	77%
Net Transfers	**913,316**	**913,316**	**1,039,936**	**88%**	**1,189,132**	**77%**
Net Operations	**(21,794)**	**(1,961,453)**	**(3,197,738)**	**136%**	**(445,945)**	**440%**
	0	**-**	**-**		**-**	
Capital						
Capital Outlay	194,171	773,946	602,721	128%	5,199,105	15%
Goods & Services	-	-	-	-	-	-
Non-Operating Revenue	-	29,324	218,425	13%	1,094,592	3%
Transfers from	-	-	-	-	475,000	0%
Net Capital	**(194,171)**	**(744,622)**	**(384,296)**	**194%**	**(3,629,513)**	**21%**
Fund Balance Inc (Dec)	**(215,965)**	**(2,706,075)**	**(3,582,034)**	**76%**	**(4,075,458)**	**66%**
	-	-	-		-	
Food and Beverage Gross Margin	**2,037,657**	**9,878,807**	**9,920,126**		**21,236,357**	**47%**
Food and Beverage Gross Margin	**21.7%**	**19.0%**	**19.6%**		**20.2%**	
Full Time Employees			**-**		**190.0**	
Excise Tax	**(225,756)**	**(610,142)**	**(479,991)**			
Taxes as percent of revenue	**36%**	**18%**	**18%**		**26%**	
Fund Balance						
Beginning Fund Balance		27,089,539	26,619,236		27,089,539	
Fund Balance Inc (Dec)		(2,706,075)	(3,582,034)		(4,075,458)	
Ending Fund Balance		**24,383,464**	**23,037,202**		**23,014,081**	
Unrestricted Fund Balance					15,547,254	
Contingency					1,913,463	
Contingency for Renewal & Replacement					270,000	
Designated for Renewal & Replacement					1,785,000	
Designated for Phase 3					1,237,232	
Contingency for HQH					-	
Contingency for HQH (PERS Rsvr - Prior)					-	
Designated for PERS Reserve - Current					360,277	
Designated for PERS Reserve - Prior					1,631,545	
Restricted by Contract - Aramark					-	
Restricted by Agreement - TLT					269,310	
Ending Fund Balance					**23,014,081**	
		-	-			
Strategic Goal					**14,929,868**	
Available for Strategy Goal					17,730,717	
Excess (Gap)					**2,800,849**	

Metropolitan Exposition-Recreation Commission

MERC Statement of Activity with Annual Budget

Portland Exposition Center

November 2010

	Current Month Actual	Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	November-10	November-10	November-09		November-10	42%
Operating						
Revenue	410,944	1,256,859	1,328,566	95%	3,766,945	33%
Revenue - Food and Beverage	107,718	377,711	435,510	87%	1,934,927	20%
Total Operating Revenue	**518,661**	**1,634,570**	**1,764,076**	**93%**	**5,701,872**	**29%**
Costs - Food and Beverage	90,203	358,119	359,072	100%	1,473,430	24%
Personal Services	125,470	571,008	588,801	97%	1,501,331	38%
Goods & Services	83,175	324,848	392,204	83%	1,430,635	23%
Total Operating Expenses	**298,849**	**1,253,976**	**1,340,077**	**94%**	**4,405,396**	**28%**
Net Operating Results Inc (Dec)	**219,813**	**380,594**	**423,998**	**90%**	**1,296,476**	**29%**
Non Operating						
Non-Operating Revenue	2,491	8,263	7,077	117%	53,932	15%
Non-Operating Expense	-	-	-		-	-
	2,491	**8,263**	**7,077**	**117%**	**53,932**	**15%**
Support and Risk Management						
MERC Administration	20,315	101,573	126,961	80%	243,775	42%
Metro Support Services	14,949	74,745	84,485	88%	179,387	42%
Metro Risk Management	-	50,026	47,163	106%	75,038	67%
	35,264	**226,344**	**258,609**	**88%**	**498,200**	**45%**
Net Increase (Decrease)	**187,041**	**162,513**	**172,467**	**94%**	**852,208**	**19%**
Transfers						
Transfers from	-	-	-	-	-	-
Debt Service	913,316	913,316	900,316	101%	1,189,132	77%
Net Transfers	**913,316**	**913,316**	**900,316**	**101%**	**1,189,132**	**77%**
Net Operations	**(726,275)**	**(750,803)**	**(727,849)**	**103%**	**(336,924)**	**223%**
Capital						
Capital Outlay Expense	57,719	107,575	58,146	185%	492,000	22%
Non-Operating Revenue	-	-	-	-	-	-
Net Capital	**57,719**	**107,575**	**58,146**	**185%**	**492,000**	**22%**
Fund Balance Inc (Dec)	**(783,995)**	**(858,378)**	**(785,995)**	**109%**	**(828,924)**	**104%**
Food and Beverage Gross Margin	**197,921**	**735,830**	**794,581**		**3,408,357**	**22%**
Food and Beverage Gross Margin %	**16.3%**	**5.2%**	**17.6%**		**23.9%**	
Full Time Employees					**13.3**	
Excise Tax	**(49,233)**	**(90,235)**	**(99,551)**		**-**	
Fund Balance						
Beginning Fund Balance		5,644,984	5,745,316		5,644,984	
Fund Balance Inc (Dec)		(858,378)	(785,995)		(828,924)	
Ending Fund Balance		**4,786,606**	**4,959,321**		**4,816,060**	
Unrestricted Fund Balance					3,070,553	
Contingency					250,000	
Contingency for Renewal & Replacement					20,000	
Designated for Renewal & Replacement					60,000	
Designated for Phase 3					1,237,232	
Contingency for HQH (PERS Rsvr - Prior)					-	
Designated for PERS Reserve - Current					30,056	
Designated for PERS Reserve - Prior					148,219	
Ending Fund Balance					**4,816,060**	
			-		-	
Strategic Goal (6 mo, debt)					**3,391,747**	
Available for Strategy Goal					3,340,553	
Excess (Gap)					**(51,194)**	

Metropolitan Exposition-Recreation Commission

MERC Statement of Activity with Annual Budget

Oregon Convention Center

November 2010

	Current Month Actual	Excluding HQH Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	November-10	November-10	November-09		November-10	42%
Operating						
Revenue	611,393	3,378,335	3,015,513	112%	7,900,301	43%
Revenue - Food and Beverage	904,577	4,316,822	4,211,676	102%	8,412,150	51%
Total Operating Revenue	**1,515,970**	**7,695,157**	**7,227,189**	**106%**	**16,312,451**	**47%**
Costs - Food and Beverage	695,546	3,408,004	3,362,944	101%	6,679,602	51%
Personal Services	714,857	3,570,133	3,533,536	101%	8,923,956	40%
Goods & Services	217,039	1,236,673	1,285,699	96%	3,736,343	33%
Marketing POVA	218,280	1,091,400	1,116,401	98%	3,037,090	36%
Total Operating Expenses	**1,845,722**	**9,306,211**	**9,298,580**	**100%**	**22,376,991**	**42%**
Net Operating Results Inc (Dec)	**(329,751)**	**(1,611,054)**	**(2,071,390)**	**78%**	**(6,064,540)**	**27%**
Non Operating						
Transient, Lodging Tax	1,303,780	2,406,200	2,157,201	112%	8,700,202	28%
Non-Operating Revenue	4,991	16,472	41,228	40%	99,351	17%
Non-Operating Expense	-	-	3	0%	-	-
	1,308,771	**2,422,672**	**2,198,425**	**110%**	**8,799,553**	**28%**
Support and Risk Management						
MERC Administration	126,402	632,009	685,592	92%	1,516,822	42%
Metro Support Services	93,015	465,075	456,220	102%	1,116,184	42%
Metro Risk Management	-	189,082	183,356	103%	283,621	67%
	219,417	**1,286,166**	**1,325,168**	**97%**	**2,916,627**	**44%**
Net Increase (Decrease)	**759,603**	**(474,548)**	**(1,198,133)**	**40%**	**(181,614)**	**261%**
Transfers						
Transfers from	-	-	-	-	-	-
Debt Service	-	-	139,620	0%	-	-
Net Transfers	**-**	**-**	**139,620**	**0%**	**-**	-
Net Operations	**759,603**	**(474,548)**	**(1,337,754)**	**-65%**	**(181,614)**	**261%**
				-		-
Capital				-		-
Capital Outlay Expense	72,922	489,806	275,232	178%	3,638,105	13%
Non-Operating Revenue		-	1,500	0%	626,291	0%
Transfers from	-	-	-	-	475,000	0%
Net Capital	**(72,922)**	**(489,806)**	**(273,732)**	**179%**	**(2,536,814)**	**19%**
Fund Balance Inc (Dec)	**686,682**	**(964,354)**	**(1,611,485)**	**60%**	**(2,718,428)**	**35%**
Food and Beverage Gross Margin	**1,600,123**	**7,724,826**	**7,574,620**		**15,091,752**	**51%**
Food and Beverage Gross Margin %	**23.1%**	**21.1%**	**20.2%**		**20.6%**	
Full Time Employees					**110.3**	
Excise Tax	**(176,524)**	**(519,907)**	**(379,899)**		**-**	
Taxes as percent of revenue	**46%**	**24%**	**23%**		**35%**	
Fund Balance						
Beginning Fund Balance		11,426,052	10,870,137		11,426,052	
Fund Balance Inc (Dec)		(964,354)	(1,611,485)		(2,718,428)	
Fund Balance Inc (Dec) for HQH		-	(4,750)		-	
Ending Fund Balance		**10,461,698**	**9,253,902**		**8,707,624**	
Unrestricted Fund Balance					5,378,811	
Contingency					1,066,623	
Contingency for Renewal & Replacement					250,000	
Designated for Renewal & Replacement					725,000	
Contingency for HQH					-	
Contingency for HQH (PERS Rsvr - Prior)					-	
Designated for PERS Reserve - Current					182,678	
Designated for PERS Reserve - Prior					835,202	
Restricted by Contract - Aramark						
Restricted by Agreement - TLT					269,310	
Ending Fund Balance					**8,707,624**	
					-	
Strategic Goal (3 mo)					**5,594,248**	
Available for Strategy Goal					6,695,434	
Excess (Gap)					**1,101,186**	

Metropolitan Exposition-Recreation Commission

MERC Statement of Activity with Annual Budget

Portland Center for the Performing Arts

November 2010

	Current Month Actual	Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	November-10	November-10	November-09		November-10	42%
Operating						
Revenue	443,430	2,234,132	1,804,558	124%	6,781,123	33%
Revenue - Food and Beverage	130,695	762,059	851,620	89%	1,466,639	52%
Total Operating Revenue	**574,125**	**2,996,191**	**2,656,178**	**113%**	**8,247,762**	**36%**
Costs - Food and Beverage	108,918	656,092	699,304	94%	1,269,609	52%
Personal Services	454,016	2,113,620	2,016,767	105%	5,606,405	38%
Goods & Services	143,980	715,288	933,549	77%	2,345,483	30%
Total Operating Expenses	**706,914**	**3,485,001**	**3,649,620**	**95%**	**9,221,497**	**38%**
Net Operating Results Inc (Dec)	**(132,790)**	**(488,809)**	**(993,443)**	**49%**	**(973,735)**	**50%**
Non Operating						
Transient, Lodging Tax	155,592	287,154	367,469	78%	1,858,351	15%
Government Support City of Portland	-	-	-	-	756,907	0%
Non-Operating Revenue	4,098	25,609	28,296	91%	117,851	22%
Non-Operating Expense	-	-	2,500	0%	2,500	0%
	159,690	**312,763**	**393,265**	**80%**	**2,730,609**	**11%**
Support and Risk Management						
MERC Administration	79,001	395,006	457,061	86%	948,014	42%
Metro Support Services	58,135	290,675	304,150	96%	697,615	42%
Metro Risk Management	-	93,770	95,197	99%	140,652	67%
	137,136	**779,451**	**856,408**	**91%**	**1,786,281**	**44%**
Net Increase (Decrease)	**(110,236)**	**(955,497)**	**(1,456,586)**	**66%**	**(29,407)**	**3249%**
Transfers						
Transfers from	-	-	-	-	-	-
Net Transfers	**-**	**-**	**-**	**-**	**-**	**-**
Net Operations	**(110,236)**	**(955,497)**	**(1,456,586)**	**66%**	**(29,407)**	**3249%**
Capital						
Revenue	-	-	-	-	-	-
Capital Outlay Expense	63,530	176,565	176,463	100%	967,000	18%
Construction Management Expense	-	-	-	-	-	-
Goods & Services Expense	-	-	-	-	-	-
Non-Operating Revenue	-	29,324	216,925	14%	468,301	6%
Non-Operating Expense	-	-	-	-	-	-
Intrafund Transfers	-	-	-	-	-	-
Transfers to	-	-	-	-	-	-
Transfers from	-	-	-	-	-	-
Net Capital	**(63,530)**	**(147,241)**	**40,462**	**-364%**	**(498,699)**	**30%**
Fund Balance Inc (Dec)	**(173,766)**	**(1,102,738)**	**(1,416,124)**	**78%**	**(528,106)**	**209%**
Food and Beverage Gross Margin	**239,613**	**1,418,152**	**1,550,924**		**2,736,248**	**52%**
Food and Beverage Gross Margin %	**16.7%**	**13.9%**	**17.9%**		**13.4%**	
Full Time Employees					**46.4**	
Taxes as percent of revenue	**21%**	**9%**	**12%**		**18%**	
Fund Balance						
Beginning Fund Balance		9,016,013	9,045,395		9,016,013	
Fund Balance Inc (Dec)		(1,102,738)	(1,416,124)		(528,106)	
Ending Fund Balance		**7,913,275**	**7,629,271**		**8,487,907**	
Unrestricted Fund Balance					6,400,033	
Contingency					471,840	
Contingency for Renewal & Replacement					-	
Designated for Renewal & Replacement					1,000,000	
Contingency for HQH (PERS Rsvr)					-	
Designated for PERS Reserve - Current					105,401	
Designated for PERS Reserve - Prior					510,633	
Ending Fund Balance					**8,487,907**	
Strategic Goal (6 mo)					**4,611,999**	
Available for Strategy Goal					6,871,873	
Excess (Gap)					**2,259,875**	

Metropolitan Exposition-Recreation Commission

MERC Statement of Activity with Annual Budget

MERC Administration

November 2010

	Current Month Actual	Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	November-10	November-10	November-09		November-10	42%
Operating						
Revenue	674	3,373	9,515	35%	33,500	10%
Personal Services	154,306	774,652	790,287	98%	1,958,151	40%
Goods & Services	17,762	141,961	171,754	83%	705,599	20%
Net Operating Results Inc (Dec)	**(171,394)**	**(913,240)**	**(952,526)**	**96%**	**(2,630,250)**	**35%**
Non Operating						
Non-Operating Revenue	790	4,046	12,113	33%	23,639	17%
Non-Operating Expense	-	-	-	-	-	-
	790	**4,046**	**12,113**	**33%**	**23,639**	**17%**
Support and Risk Management						
MERC Administration	225,718	1,128,588	1,269,615	89%	2,708,611	42%
	225,718	**1,128,588**	**1,269,615**	**89%**	**2,708,611**	**42%**
Net Increase (Decrease)	**55,114**	**219,394**	**329,202**	**67%**	**102,000**	**215%**
Transfers						
Net Transfers	-	-	-	-	-	-
Net Operations	**55,114**	**219,394**	**329,202**	**67%**	**102,000**	**215%**
Capital						
Capital Outlay Expense	-	-	92,881	0%	102,000	0%
Non-Operating Revenue	-	-	-	-	-	-
Net Capital	**-**	**-**	**(92,881)**	**0%**	**(102,000)**	**0%**
Fund Balance Inc (Dec)	**55,114**	**219,394**	**236,321**	**93%**	**-**	**-**
Full Time Employees					**20.0**	
Excise Tax	-	-	(541)		-	
Fund Balance						
Beginning Fund Balance		1,002,490	958,388		1,002,490	
Fund Balance Inc (Dec)		219,394	236,321		-	
Ending Fund Balance		**1,221,884**	**1,194,709**		**1,002,490**	
Unrestricted Fund Balance					697,857	
Contingency					125,000	
Contingency for HQH (PERS Rsvr - Prior)					-	
Designated for PERS Reserve - Current					42,142	
Designated for PERS Reserve - Prior					137,491	
Ending Fund Balance					**1,002,490**	
					-	
Strategic Goal (6 mo)					**1,331,875**	
Available for Strategy Goal					822,857	
Excess (Gap)					**(509,018)**	

MERC Commission Meeting

January 5, 2011
12:30 pm

8.0 - Venue Business Reports

OCC Event Analysis Monthly Revenue Report November 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Eqip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OCC NOV 2010 MISC NON-EVENT ACTIVITIES/BILLINGS	11/01/10	1	Accounting/ Non-Event	Accounting/ Non-event	Accounting/ Non-Event		0	30	0		$0	$413	$110	$75,347	$0	$0	$0	$0	$0	$0	$1,418	$0	$0	$77,288
247securityinc.com Touchdown	11/01/10	25	New	Meeting/Seminar	Meeting	Local	2,811	3	0		$0	$634	$0	$0	$0	$420	$83	$630	$0	$0	$344	$900	$0	$3,010
Festival of Trees Pre-con/Tech Meeting	11/01/10	10	In-house	Meeting/Seminar	Meeting	Local	0	1	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2010 Oregon Innovation Showcase	11/02/10	125	New	Lecture/Speaker Series	Meeting	State	10,800	1	0		$0	$5,179	$0	$93	$450	$761	$0	$315	$0	$0	$270	$1,300	$448	$8,816
Gecko Microsolutions Inc.	11/03/10	15	New	Meeting/Seminar	Meeting	National	783	1	0		$0	$223	$0	$0	$0	$30	$0	$0	$0	$0	$150	$200	$0	$603
Oregon Water Law Seminar	11/03/10	88	Repeat	Meeting/Seminar	Meeting	State	5,670	2	0		$0	$2,369	$0	$0	$0	$300	$83	$0	$0	$0	$726	$1,440	$100	$5,018
Portland's Annual Holiday Food and Gift Festival 2010	11/05/10	6,015	Repeat	Consumer/Public Show	Consumer Public	Local	313,493	3	2		$0	$162	$149	-$2,100	$0	$400	$7,921	$423	$56	$1,027	$1,455	$22,050	$5,641	$37,183
MERC Commission Meeting	11/03/10	25	In-house	Meeting/Seminar	In-house	Local	2,346	1	0		$0	$335	$0	$0	$0	$0	$0	$0	$0	$0	$50	$0	$0	$385
Time Out for Women	11/05/10	2,750	Repeat	Annual Convention/ Conference	Meeting	Regional	197,638	2	1		$0	$1,651	$0	$0	$475	$225	$2,027	$0	$0	$0	$550	$12,070	$336	$17,334
Regional Wildlife Corridors Mapping	11/04/10	30	New	Meeting/Seminar	Meeting	Local	1,875	1	0		$0	$112	$0	$0	$0	$0	$0	$0	$0	$0	$135	$235	$0	$482
Urban League of Portland Annual Equal Opportunity Day Dinner	11/04/10	557	Repeat	Community Event	Food & Beverage/Catering	Local	35,358	1	0		$0	$30,522	$0	$0	$0	$6,660	$571	$50	$0	$0	$38	-$1,600	$1,793	$38,033
OSCPA: Annual Update for Accountants and Auditors	11/05/10	31	New	Meeting/Seminar	Meeting	State	2,326	1	0		$0	$1,179	$0	$95	$30	$400	$0	$0	$0	$0	$210	$200	$0	$2,114
Society of Environmental Toxicology and Chemistry - SETAC 2010 North American Annual Meeting	11/08/10	2,300	Repeat	Annual Convention/ Conference	Convention w/ Tradeshow	International	1,113,339	4	3	TRUE	$0	$205,656	$0	$0	$80	$5,094	$9,269	$10,621	$1,660	$0	$28,926	$77,400	$8,188	$346,893
Oregon Law Institute - 23rd Annual Ethics	11/05/10	169	Repeat	Meeting/Seminar	Meeting	State	4,000	1	0		$0	$1,170	$0	$54	$0	$275	$109	$0	$0	$0	$546	$1,100	$0	$3,254

OCC Event Analysis Monthly Revenue Report November 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Eqip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Oregon Association of Defense Counsel Fall Seminar	11/05/10	86	Repeat	Meeting/Seminar	Meeting	State	8,900	1	0		$0	$4,831	$0	$0	$105	$803	$249	$0	$0	$0	$1,518	$1,200	$0	$8,706
Oregon State Bar - 50 Under 50: Tips & Strategies for Businesses with Fewer than 50 Employees	11/05/10	75	Repeat	Meeting/Seminar	Meeting	State	4,200	1	0		$0	$964	$0	$81	$0	$285	$83	$365	$0	$0	$550	$1,200	$0	$3,528
SETAC Pre-Con -- In House	11/05/10	0	In-house	Accounting/ Non-event	In-house	Local	0	1	0		$0	$19	$0	$0	$0	$0	$0	$0	$0	$0	$44	$0	$0	$63
NWP Shareholders Meeting	11/06/10	510	Repeat	Dinner	Food & Beverage/Catering	Local	26,311	1	0		$0	$50,556	$0	$0	$0	$7,000	$301	$0	$0	$0	$365	$0	$2,583	$60,804
Leadership '10 - Oregon's #1 Leadership Conference	11/06/10	265	Repeat	Annual Convention/ Conference	Meeting	Local	17,057	1	0		$0	$8,265	$0	$0	$210	$2,705	$590	$0	$0	$0	$1,350	$2,500	$110	$15,730
Birthday Ball	11/06/10	899	New	Dinner	Food & Beverage/Catering	Local	50,400	1	1		$0	$32,400	$0	$0	$720	$2,840	$270	$0	$0	$0	$165	$0	$1,130	$37,525
The Abbey Foundation of Oregon: Annual Seminary Benefit Dinner 2010	11/07/10	769	New	Dinner	Food & Beverage/Catering	Local	30,200	1	0		$0	$38,150	$0	$1,572	$0	$7,887	$0	$0	$0	$0	$375	$0	$4,310	$52,294
OSCPA: Advanced Excel	11/08/10	38	New	Meeting/Seminar	Meeting	State	2,326	1	0		$0	$1,490	$0	$115	$0	$325	$0	$0	$0	$0	$235	$500	$0	$2,665
Columbia Analytical Services	11/08/10	92	New	Reception	Food & Beverage/Catering	Local	0	1	0		$0	$5,086	$0	$70	$0	$580	$0	$0	$0	$0	$135	$700	$300	$6,871
OSCPA: Security for Accountants: New Legal Requirements and Practical Solutions	11/09/10	19	New	Meeting/Seminar	Meeting	State	1,458	1	0		$0	$736	$0	$100	$0	$235	$0	$0	$0	$0	$193	$185	$0	$1,449
OSCPA: Oregon Inheritance Taxation	11/10/10	35	New	Meeting/Seminar	Meeting	State	6,408	1	1		$0	$225	$0	$190	$0	$400	$0	$1,100	$0	$0	$180	$890	$426	$3,411
Inhouse: Classic Wine Auction Tasting	11/10/10	0	In-house	Tasting	In-house	Local	0	1	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Health Care Quality, Safety & Reform: From TV to Real Life, an Interactive Consumer Exchange	11/10/10	150	New	Meeting/Seminar	Meeting	Local	6,066	1	0		$0	$3,919	$0	$0	$90	$1,325	$0	$99	$0	$0	$630	$1,320	$0	$7,383

OCC Event Analysis Monthly Revenue Report November 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Eqip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OSCPA: Excel-Based Dashboards	11/10/10	17	New	Meeting/Seminar	Meeting	State	1,458	1	0		$0	$538	$0	$0	$0	$294	$0	$0	$0	$0	$180	$185	$0	$1,197
Portland National College Fair 2010	11/12/10	13,200	Repeat	Trade Show	Convention w/ Tradeshow	National	319,656	2	1		$0	$3,989	$0	$48	$0	$400	$1,369	$0	$0	$0	$2,305	$14,456	$1,406	$23,972
College Fair Pre-Con	11/11/10	0	In-house	Accounting/ Non-event	In-house	Local	0	1	0		$0	$25	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$25
Society for the Study of Reproduction - Tasting - National Convention Coming	11/11/10	0	New	Tasting	Food & Beverage/Catering	Local	0	1	0		$0	$138	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$138
OCACG National Training for Counselors and Mentors	11/12/10	6	New	Meeting/Seminar	Meeting	State	783	1	0		$0	$0	$0	$0	$0	$205	$0	$0	$0	$0	$0	$250	$0	$455
Pulse Productions: The PULSE on Tour 2010	11/12/10	750	New	Dance	Meeting	National	112,735	3	0		$0	$3,048	$0	$0	$349	$1,280	$2,442	$0	$0	$0	$678	$14,200	$1,674	$23,671
RETA 2010 National Conference and Heavy Equipment Show	11/16/10	900	New	Annual Convention/ Conference	Convention w/ Tradeshow	National	788,318	5	4	TRUE	$0	$108,700	$0	$0	$0	$19,451	$14,944	$2,415	$5,518	$0	$4,195	$33,113	$8,754	$197,090
Oregon Law Institute - Effective Collection of Judgments	11/12/10	81	Repeat	Meeting/Seminar	Meeting	State	3,033	1	0		$0	$522	$0	$81	$0	$40	$0	$0	$0	$0	$195	$960	$0	$1,798
RETA - Pre-Con	11/12/10	0	New	Meeting/Seminar	In-house		0	1	0		$0	$23	$0	$0	$0	$0	$0	$0	$0	$0	$44	$0	$0	$67
World Wide Group - Regional Rallies	11/13/10	450	Repeat	Meeting/Seminar	Meeting	Regional	6,300	1	0		$0	$130	$0	$0	$0	$390	$83	$0	$0	$0	$0	$1,750	$55	$2,408
DSS Interviews -- In House	11/15/10	0	In-house	Accounting/ Non-event	In-house		0	1	0		$0	$23	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$23
Big Brothers, Big Sisters Columbia Northwest - REHEARSAL for 11.18 Breakfast	11/16/10	8	New	Miscellaneous	Meeting	Local	4,700	1	0		$0	$437	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$437
Shoulder to Shoulder 2010: 12th Annual Conference	11/16/10	850	Repeat	Annual Convention/ Conference	Meeting	State	40,188	1	0		$0	$35,043	$0	$0	$280	$4,382	$0	$0	$0	$0	$559	$3,663	$261	$44,187
Oregon Mission of Mercy Pre-Con -- In House	11/17/10	15	In-house	Accounting/ Non-event	In-house		0	1	0		$0	$15	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$15

OCC Event Analysis Monthly Revenue Report November 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Eqip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Gem Faire Trade Show 2010	11/19/10	3,271	Repeat	Exhibits	Consumer Public		157,290	3	2		$0	$0	$0	$0	$315	$0	$7,349	$0	$0	$453	$275	$9,750	$3,971	$22,113
Lifesavers Breakfast 2010	11/17/10	495	Repeat	Breakfast	Food & Beverage/Catering	Local	17,100	1	0		$0	$9,540	$0	$0	$0	$5,374	$0	$0	$0	$0	$705	$0	$525	$16,144
Rasmussen Mercedes 2010 Event	11/18/10	600	Repeat	Reception	Food & Beverage/Catering	Local	25,200	1	0		$0	$25,477	$0	$1,715	$0	$5,125	$628	$0	$0	$0	$165	$4,800	$1,430	$39,340
Big Brothers Big Sisters Columbia Northwest Annual Awards Breakfast	11/18/10	540	New	Breakfast	Food & Beverage/Catering	Local	26,311	1	0		$0	$17,224	$0	$0	$0	$4,144	$0	$0	$0	$0	$275	$0	$438	$22,080
Oregon Mission of Mercy (OrMOM)	11/22/10	1,500	New	Community Event	Consumer Public	Local	286,150	2	4		$0	-$36	$0	$0	$0	$400	$4,641	$450	$0	$0	$1,360	$3,900	$2,016	$12,731
Oregon State Bar - Fundamentals of Real Estate and Land Use	11/19/10	105	Repeat	Meeting/Seminar	Meeting		7,083	1	0		$0	$1,763	$0	$63	$0	$313	$166	$365	$0	$0	$854	$1,300	$0	$4,824
Hoffman OM & Superintendant Meeting	11/19/10	125	Repeat	Meeting/Seminar	Corporate	Local	12,900	1	0		$0	$5,710	$0	$639	$120	$1,178	$0	$0	$0	$0	$675	$2,500	$0	$10,822
Nursing Organizations Alliance Closing Dinner	11/19/10	148	New	Dinner	Food & Beverage/Catering	National	17,100	1	0	TRUE	$0	$6,690	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$6,690
2010 Hoffman Construction Company Annual Meeting	11/20/10	505	Repeat	Annual Convention/Conference	Meeting	Local	26,000	1	0		$0	$48,847	$0	$2,464	$150	$1,493	$718	$0	$0	$0	$885	$1,300	$400	$56,257
Jesuit High School - Mother/Son Brunch	11/21/10	720	New	Breakfast	Food & Beverage/Catering	Local	17,100	1	1		$0	$14,904	$0	$0	$15	$1,205	$0	$0	$0	$0	$165	$0	$275	$16,564
Inhouse: Tasting for Cabi	11/22/10	0	In-house	Tasting	In-house		0	1	0		$0	$353	$0	$0	$0	$0	$0	$0	$0	$0	$50	$0	$0	$403
BOLI - 26th Annual Conference for Employers	12/01/10	305	Repeat	Annual Convention/Conference	Meeting	State	34,859	2	1		$0	$31,263	$0	$315	$0	$3,080	$415	$198	$0	$0	$5,412	$10,880	$0	$51,563
3M Year End Preview Meeting	12/01/10	6	New	Meeting/Seminar	Corporate		1,941	2	1		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$320	$0	$320
Totals		39,676					3,749,970															$227,117		$1,296,171

OCC Event Analysis Monthly Revenue Report November 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Eqip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OCC NOV 2009 MISC NON-EVENT ACTIVITIES/BILLINGS	11/01/09	1	Accounting/Non-Event	Accounting/Non-event	Accounting/Non-Event		0	30	0		$0	$59	$22,231	$83,310	$0	$0	$0	$0	$0	$0	$1,339	$0	$0	$106,940
Mount Angel Abbey Seminary Benefit Dinner 2009	11/01/09	681	New	Dinner	Food & Beverage/Catering	Local	25,500	1	0		$0	$37,038	$6,192	$1,572	$0	$8,145	$0	$0	$0	$0	$275	$0	$3,081	$56,303
NABVETS Career Fair	11/02/09	350	New	Trade Show	Tradeshow	Local	4,662	1	0		$0	$973	$0	$0	$0	$0	$0	$0	$0	$0	$698	$1,160	$0	$2,831
Legacy/Epic Project Workflow Showcase	11/04/09	725	New	Meeting/Seminar	Meeting	Local	35,161	1	1		$0	$2,178	$0	$3,792	$30	$8,332	$0	$750	$0	$0	$4,029	$5,200	$525	$24,836
INHSE OCC ADV COMMITTEE	11/03/09	12	In-house	Lunch	In-house	Local	0	1	0		$0	$122	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$122
Lifesavers Breakfast 2009	11/05/09	475	Repeat	Breakfast	Food & Beverage/Catering	Local	34,200	1	1		$0	$10,927	$0	$0	$0	$4,099	$0	$0	$0	$0	$417	$1,000	$745	$17,188
NACA Pre-Con -- In House	11/04/09	20	In-house	Accounting/Non-event	In-house	Local	0	1	0		$0	$34	$0	$0	$0	$0	$0	$0	$0	$0	$42	$0	$0	$76
Portland's Annual Holiday Food and Gift Festival 2009	11/06/09	6,462	Repeat	Consumer/Public Show	Consumer Public	Local	312,038	3	2		$0	$0	$18,629	$0	$0	$400	$8,077	$225	$112	$974	$769	$20,400	$6,886	$56,471
National Association of Campus Activities (NACA) - Western Region	11/05/09	630	Repeat	Annual Convention/ Conference	Convention w/ Tradeshow	National	595,915	3	2	TRUE	$0	$47,083	$3,520	$0	$945	$9,092	$7,739	$225	$314	$0	$909	$21,600	$2,495	$93,922
LERA Awards Program	11/04/09	60	Repeat	Meeting/Seminar	Meeting	Local	1,772	1	0		$0	$1,154	$338	$0	$0	$0	$0	$0	$0	$0	$150	$0	$200	$1,843
MERC Commission Meeting	11/04/09	45	In-house	Meeting/Seminar	In-house	Local	3,750	1	0		$0	$512	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$512
Portland Public Schools: Classified Connections	11/06/09	675	New	Meeting/Seminar	Meeting	Local	31,730	1	1		$0	$22,180	$0	$3,176	$0	$915	$948	$600	$0	$0	$165	$3,340	$0	$31,324
Project Sponsorship Training	11/06/09	23	Repeat	Meeting/Seminar	Meeting	Local	1,228	1	0		$0	$0	$0	$0	$30	$100	$0	$0	$0	$0	$0	$90	$0	$220
Body Mind Spirit Expo 2009	11/07/09	950	Repeat	Exhibits	Tradeshow	Local	105,248	2	1		$0	$0	$0	$0	$0	$0	$1,756	$0	$0	$0	$275	$6,000	$459	$8,490
American Council of Learned Societies: ACLS Conference of Administrative Officers Annual Fall Meeting	11/06/09	110	In-house	Annual Convention/ Conference	In-house	Local	10,584	1	0	TRUE	$0	$3,150	$0	$0	$0	$0	$0	$0	$0	$0	$84	$0	$500	$3,734

OCC Event Analysis Monthly Revenue Report November 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Eqip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Oregon Law Institute - 22nd Annual Ethics CLE	11/06/09	105	Repeat	Meeting/Seminar	Meeting	State	6,300	1	0		$0	$1,006	$0	$56	$0	$275	$79	$0	$0	$0	$507	$1,400	$0	$3,323
Oregon Association of Defense Counsel Fall Seminar	11/06/09	97	Repeat	Meeting/Seminar	Meeting	State	8,700	1	0		$0	$4,005	$0	$0	$120	$960	$377	$0	$0	$0	$1,377	$1,200	$0	$8,039
NWP Shareholders Meeting	11/07/09	489	Repeat	Dinner	Food & Beverage/Catering	Local	17,100	1	0		$0	$51,108	$0	$0	$294	$5,325	$711	$0	$0	$0	$377	$0	$2,595	$60,410
Shoulder to Shoulder 2009: 11th Annual Conference	11/10/09	950	Repeat	Annual Convention/ Conference	Meeting	State	44,795	1	0		$0	$36,421	$522	$0	$250	$2,369	$761	$0	$0	$0	-$204	$3,615	$648	$44,382
Urban League of Portland Annual Equal Opportunity Day Dinner	11/12/09	585	New	Community Event	Food & Beverage/Catering	Local	21,300	1	0		$0	$23,545	$1,277	$0	$0	$2,519	$129	$0	$0	$0	$293	$0	$1,005	$28,768
2009 Hoffman Construction Company Annual Meeting	11/21/09	480	Repeat	Annual Convention/ Conference	Meeting	Local	25,100	1	0		$0	$42,854	$0	$1,372	$150	$1,455	$684	$0	$0	$0	$684	$1,158	$400	$48,757
Jesuit High School - Mother/Son Brunch	11/22/09	695	New	Breakfast	Food & Beverage/Catering	Local	17,100	1	1		$0	$14,892	$0	$0	$0	$1,354	$0	$0	$0	$0	$165	$0	$275	$16,686
Self I-dentity through Ho'oponopono	11/21/09	249	Repeat	Training	Meeting	Local	12,600	2	0		$0	$360	$0	$0	$90	$1,110	$0	$0	$0	$0	$360	$3,200	$0	$5,120
Millie Lewis AMTC Rehearsal	11/22/09	80	Repeat	Meeting/Seminar	Meeting	Local	1,386	1	0		$0	$0	$0	$0	$0	$300	$0	$0	$0	$0	$0	$405	$0	$705
INHSE OCC FRNT DSK INTERVIEWS	11/23/09	4	In-house	Meeting/Seminar	In-house	Local	0	1	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INHSE OCC ADMIN INTERVIEWS	11/23/09	4	In-house	Meeting/Seminar	In-house	Local	0	1	0		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Gem Faire Trade Show 2009	11/27/09	3,157	Repeat	Exhibits	Consumer Public	Local	157,290	3	2		$0	$0	$6,279	$0	$360	$0	$6,539	$0	$0	$164	$1,375	$9,243	$5,238	$29,198
Islamic Center of Portland - EID Aladha	11/27/09	3,000	Repeat	Annual Convention/ Conference	Meeting	Local	122,000	1	1		$0	$0	$0	$0	$0	$231	$0	$0	$0	$0	$550	$2,000	$476	$3,257
2009 Festival of Trees	12/03/09	10,056	Repeat	Consumer/Public Show	Consumer Public	Local	982,560	4	6		$0	$93,954	$13,487	$480	$0	$52,474	$5,913	$3,294	$925	$639	$6,095	$21,000	$23,768	$222,030
Totals		31,170					2,578,019															$102,011		$875,485

PCPA MONTHLY ANALYSIS **NOVEMBER 2010**

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	10/26 TO 11/14	Portland Opera	Hansel and Gretel	14	4	7,091	6,584	59%	$466,158	$13,310	$44,823	$6,784	$0	$16,596	$81,513
	11/18 to 12/5	Portland's Singing Tree	Singing Christmas Tree	11	10	20,310	19,018	64%	$522,408	$26,985	$54,462	$44,678	$524	$11,297	$137,946
ASCH	10/28 to 11/1	Oregon Symphony	Classical 3 Tchaikovsky's Winter	2	2	2,798	2,740	49%	$103,957	$2,115	$9,829	$2,740	$0	$3,058	$17,742
	11/2	ISEPP	Alex Filppenko	0	1	1,578	157	6%	$13,296	$3,340	$3,022	$3,248	$150	$369	$10,129
	11/3	Double Tee Presents	Gordon Lightfoot	0	1	1,300	1,296	47%	$64,570	$4,869	$8,901	$3,712	$0	$5,451	$22,933
	11/4	Outback Concerts	Rodney Carrington	0	1	1,377	1,355	49%	$61,454	$4,428	$8,223	$3,398	$540	$4,887	$21,476
	11/5	Warren Miller Entertainment	Wintervention	0	2	2,493	2,455	44%	$48,700	$6,915	$8,566	$5,524	$0	$10,583	$31,588
	11/6	Portland Youth Philharmonic	Winter Concert	0	1	1,092	1,056	38%	$13,576	$780	$3,314	$528	$0	$1,564	$6,186
	11/9	White Bird	Martha Graham Dance Company	1	1	2,232	2,180	78%	$69,754	$2,318	$12,376	$4,850	$0	$2,672	$22,216
	11/10	Oregon Symphony	Auditions	1	0	0	0		$0	$5,200	$1,268	$0	$0	$0	$6,468
	11/12	Outback Concerts	Lisa Lampanelli & Dave Attell	0	1	1,667	1,679	60%	$71,777	$5,417	$4,595	$4,063	$44	$9,082	$23,201
	11/8 to 11/15	Oregon Symphony	Classical 4 Mozart & Shakespeare	3	2	1,786	2,642	48%	$104,333	$2,485	$11,651	$2,642	$108	$3,053	$19,939
	11/18	Portland Arts and Lectures	Bill Bryson	0	1	2,043	1,920	69%	$78,970	$1,855	$3,318	$5,011	$400	$1,731	$12,315
	11/19	Live Nation	Daniel Tosh	0	2	5,479	5,695	100%	$208,794	$11,826	$7,818	$12,599	$0	$23,442	$55,685
	11/16 to 11/22	Oregon Symphony	Classical 5 Stephen Hough/Liszt	3	3	3,727	4,125	50%	$164,921	$3,265	$8,181	$4,125	$477	$3,532	$19,580
	11/26	AEG Live	J Bonham/Zepplin Experience	0	1	1,451	1,333	48%	$54,785	$4,117	$15,456	$3,321	$1,052	$10,014	$33,960
	11/23 to 28	Oregon Symphony	Cirque de la Symphonie	1	2	4,407	4,249	51%	$201,261	$1,690	$14,238	$4,249	$0	$5,582	$25,759
NEWMARK	10/21 to 11/21	Oregon Children's Theatre	Alice & Wonderland Rock Opera	13	30	18,459	12,227	46%	$97,210	$6,740	$29,767	$0	$0	$1,559	$38,066
	11/23 to 11/28	The Portland Ballet	La Boutique Fantasque	2	5	1,863	1,794	41%	$46,948	$7,045	$10,042	$7,592	$0	$1,695	$26,374
WINNINGSTAD	11/2 to 11/7	Portland Playhouse	Fall Festival of Shakespeare	3	4	512	518	44%	$4,918	$3,710	$4,194	$752	$0	$532	$9,188
	11/10 to 11/28	Tears of Joy	Cinderella & Puppetz vs People	7	19	2,693	1,500	27%	$26,060	$2,515	$5,377	$1,075	$0	$0	$8,967
	11/29	PDX Diamond Way Buddhist	Lama Ole Nydahl	0	1	126	136	47%	$2,720	$650	$1,182	$306	$52	$0	$2,190
A. HATFIELD HALL	11/8	PCPA Volunteers	Northwest Children's Theater	0	1	119	0		$0	$0	$0	$0	$0	$31	$31
KELLER CAFÉ														$6,298	$6,298
ARTBAR														$9,534	$9,534
PCPA CATERING														$210	$210
		TOTALS		**61**	**95**	**84,603**	**74,659**	**51%**	**$2,426,570**	**$121,575**	**$270,603**	**$121,197**	**$3,347**	**$132,772**	**$649,494**

PCPA MONTHLY ANALYSIS NOVEMBER 2009

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	10/270to 11/3	Portland Opera	Orphee	14	4	7,364	6,510	78%	$445,623	$13,310	$32,953	$3,255	$0	$15,607	$65,125
	11/16 to 17	Broadway Across America	Lord of the Dance	0	2	4,523	4,489	75%	$179,648	$7,540	$8,452	$14,589	$660	$8,475	$39,716
	11/18	Portland Arts & Lectures	Al Gore	0	1	2,214	2,252	78%	$111,445	$1,855	$4,374	$6,308	$70	$1,861	$14,468
ASCH	10/27 to 11/1	Oregon Symphony	Classical #3	3	2	3,671	3,536	64%	$127,392	$2,060	$8,350	$1,768	$0	$3,772	$15,950
	11/3	Oregon Symphony	Bob McClung Memorial	0	1	166	0		$0	$0	$747	$0	$0	$1,817	$2,564
	11/4	Monqui Presents	David Gray	0	1	2,473	2,585	93%	$108,159	$6,720	$12,965	$6,162	$877	$11,341	$38,065
	11/5	Portland Arts & Lectures	Lydia Davis	0	1	1,559	2,037	73%	$59,386	$1,855	$2,638	$4,320	$92	$626	$9,531
	11/7 to 8	Oregon Symphony	Video Games Live	1	2	2,884	2,978	79%	$111,265	$9,820	$10,522	$1,489	$2,013	$6,719	$30,563
	11/9	America's Heroes	Veterans: A Night of Honor	0	1	700	701	23%	$14,275	$2,620	$4,477	$1,414	$42	$1,140	$9,693
	11/11	White Bird Presents	Shen Wei Dance Arts	2	1	2,059	2,043	74%	$60,515	$3,243	$19,591	$3,955	$77	$2,287	$29,153
	11/13	Oregon Symphony	Ian Anderson	2	1	2,137	2,140	77%	$135,842	$9,280	$6,845	$1,070	$438	$7,375	$25,008
	11/14	Portland Youth Philharmonic	Fall Concert	0	1	1,260	1,226	44%	$16,150	$780	$3,729	$613	$0	$1,492	$6,614
	11/15	PDX Symphonic Choir	Brahms Requiem	0	1	995	946	34%	$33,803	$2,545	$4,620	$2,604	$0	$1,111	$10,880
	11/21 to 23	Oregon Symphony	Classical #4	2	3	3,534	3,776	45%	$159,514	$3,265	$12,335	$1,888	$0	$3,329	$20,817
	11/24 to 29	Oregon Symphony	Pops #2	1	2	3,347	3,310	60%	$147,515	$1,505	$8,264	$1,655	$0	$2,930	$14,354
NEWMARK	11/1	PDX Piano International	Jonathan Biss	0	1	570	627	71%	$20,857	$1,135	$2,119	$792	$92	$287	$4,425
	11/2	Live Nation	John Cleese	0	1	806	852	97%	$50,694	$1,310	$3,842	$2,869	$510	$1,138	$9,669
	10/22 to 11/22	Oregon Children's Theatre	Charlie & Chocolate Factory	13	35	24,836	22,923	74%	$213,396	$6,240	$33,084	$3,567	$0	$2,063	$44,954
	11/12	City of Portland	Spirit of Portland Awards	0	1	251	0		$0	$0	$0	$0	$0	$677	$677
	11/13	NW Children's Outreach	Joe's Night Out	0	1	258	220	25%	$5,520	$1,135	$3,229	$455	$0	$253	$5,072
	11/27 to 28	The Portland Ballet	La Boutique Fantasque	2	4	2,358	2,265	64%	$46,995	$5,910	$9,150	$4,445	$0	$1,573	$21,078
WINNINGSTAD	9/21 to 11/8	Jane A. Theatre Company	Company	22	27	3,625	3,452	44%	$36,985	$12,575	$17,658	$3,454	$0	$546	$34,233
	11/9	American Public Media	Marketplace Money	0	1	248	200	69%	$1,152	$650	$1,189	$400	$0	$637	$2,876
	11/10 to 29	Tears of Joy	Rumpelstiltskin	8	18	2,147	2,696	51%	$16,831	$2,545	$3,253	$1,173	$0	$437	$7,408
	11-14 to 21	Super Project Lab	PDX Improvorama	0	3	336	334	38%	$3,724	$900	$49	$668	$0	$0	$1,617
BRUNISH HALL	10/19 to 11/22	Triangle Productions	Hats the Musical	17	18	1,732	1,717	60%	$41,729	$0	$7,952	$3,776	$249	$0	$11,977
A. HATFIELD HALL	11/7	PCPA Jazz at the ArtBar	Blue Cranes	0	1	50								$828	$828
	11/9	PCPA	Noontime Showcase	0	1	87								$30	$30
AHH-ASCH-Main St	11/19	Super Computing	Reception	0	1	1,800								$197,714	$197,714
	11/21	PCPA Jazz at the ArtBar	Shelly Rudolph	0	1	28								$529	$529
KELLER CAFÉ	November													$8,887	$8,887
ARTBAR	November													$15,321	$15,321
PCPA CATERING	November													$1,063	$1,063
		TOTALS		**87**	**138**	**78,018**	**73,815**	**62%**	**$2,148,415**	**$98,798**	**$222,387**	**$72,689**	**$5,120**	**$301,865**	**$700,859**

Monthly Event and Attendance Summary
July 1, 2009 - June 30, 2010

MONTH	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	0	0	2	4,169	13	1,806	4	547	0	0	11	2,282	30	8,804
August	8	23,049	2	2,864	8	3,897	2	102	2	101	11	2,697	33	32,710
September	5	6,449	7	14,112	13	6,080	22	3,614	1	124	3	1,732	51	32,111
October	19	24,512	24	38,766	23	11,533	21	2,815	6	515	4	396	97	78,537
November	13	27,022	16	23,057	34	24,169	24	3,668	12	1,210	4	1,965	103	81,091
December													0	0
January													0	0
February													0	0
March													0	0
April													0	0
May													0	0
June													0	0
Total to Date	45	81,032	51	82,968	91	47,485	73	10,746	21	1,950	33	9,072	314	233,253

Other includes Main Street

Monthly Event and Attendance Summary
July 1, 2010 - June 30, 2011

Month	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	15	37,362	5	7,079	2	970	7	896	0	0	21	3,732	50	50,039
August	8	16,379	3	2,570	22	10,042	0	0	2	79	8	3,019	43	32,089
September	12	19,043	8	14,260	14	5,582	14	1,877	7	635	4	661	59	42,058
October	18	29,229	22	35,508	18	9,443	4	826	0	0	2	106	64	75,112
November	12	20,364	20	32,859	27	16,745	23	3,820	2	165	1	119	85	74,072
December													0	0
January													0	0
February													0	0
March													0	0
April													0	0
May													0	0
June													0	0
Total to Date	65	122,377	58	92,276	83	42,782	48	7,419	11	879	36	7,637	301	273,370

Other includes Main Street

Total to Date Change														
Events	20	41,345	7	9,308	-8	-4,703	-25	-3,327	-10	-1,071	3	-1,435	-13	40,117
Percentage	44%	51%	14%	11%	-9%	-10%	-34%	-31%	-48%	-55%	9%	-16%	-4%	17.2%

Expo Center Event Analysis

November 2010		Consumer	Trade	Misc.	Conv.	# of Events	Event Days	I/O Days	Use %	Attendance	Rental	Equipment	Concessions	Catering	Utilities	Parking	Total
Real Time Logistics Ride and Drive	1-2			1		1	2			69	9,660			1,320		480	11,460
Portland Skifever and Snowboard Show	5-7	1				1	3	3		17,919	22,050		18,037		10,905	59,877	110,869
Portland's Largest Garage Sale	5-6	1				1	2	2		3,984	4,700		4,289		66	14,218	23,273
PMRV DealersFall RV Show of Shows	11-14	1				1	4	3		7,649	51,300		16,080	2,071	5,302	33,174	107,927
The 2010 Woodworking Show	12-14	1				1	3	3		3,671	7,360		6,869		2,659	15,347	32,235
Islamic Center of Portland	16			1		1	1	1		5,800	2,500		250			7,594	10,344
Rose City Gun and Knife Show	19-21	1				1	3	2		4,563	14,850	500	8,431		742	21,185	45,708
		5		**2**		**7**	**18**	**14**	**51%**	**43,655**	**112,420**	**500**	**53,956**	**3,391**	**19,674**	**151,875**	**341,816**
FY 2010-11																	
July		3		5		7	17	8	28%	16,513	118,034	1,737	91,719	9,347	7,473	85,089	313,399
August		1		3		4	7	4	6%	7,214	28,005	500	22,606	4,113	942	28,634	84,800
September		6	1	2		10	20	17	36%	23,889	111,341	1,330	49,704	2,067	14,297	93,937	272,676
October		4	1	3		8	18	13	26%	27,975	117,013	1,848	85,233	26,417	29,769	139,856	400,136
November		**5**		**2**		**7**	**18**	**14**	**51%**	**43,655**	**112,420**	**500**	**53,956**	**3,391**	**19,674**	**151,875**	**341,816**
December																	0
January																	0
February																	0
March																	0
April																	0
May																	0
June																	0
Total to Date		19		15		36	80	56	29%	119,246	486,813	5,915	303,218	45,335	72,155	499,391	1,412,827
Month to Month Comparison		**-3**	**0**	**2**	**0**	**-1**	**-8**	**-8**	**-7%**	**-25,430**	**-29,723**	**-1,403**	**-11,828**	**2,333**	**1,122**	**-32,830**	**-72,329**
Year to Date Comparison		**-11**	**0**	**5**	**0**	**-5**	**-21**	**-26**	**-5%**	**-34,439**	**-1,124**	**-4,788**	**-88,087**	**22,439**	**-16,071**	**-52,005**	**-139,636**
FY 2009-10																	
July		3				3	10	7	27%	17,662	88,958	1,375	100,895	5,000	9,689	87,906	293,823
August		4		1		5	10	8	12%	10,179	27,600	1,483	32,861		2,080	33,667	97,691
September		10		4		14	31	27	41%	30,039	136,994	3,106	81,530	5,349	29,648	134,313	390,940
October		5		5		11	24	18	32%	26,720	92,242	2,836	110,235	11,489	28,257	110,805	355,864
November		**8**				**8**	**26**	**22**	**58%**	**69,085**	**142,143**	**1,903**	**65,784**	**1,058**	**18,552**	**184,705**	**414,145**
December		2				2	6	5	16%	33,814	77,410	1,625	127,317		10,655	137,326	354,333
January		5	1	6		12	24	18	55%	32,102	240,275	11,015	171,711	79,833	22,365	161,829	687,028
February		6		3		9	22	22	62%	81,063	203,208	2,730	408,157	17,190	37,639	305,241	974,165
March		9		1		10	25	18	53%	47,929	161,608	2,261	121,293	14,978	26,209	167,759	494,108
April		9	1	1		10	20	22	50%	48,991	164,798	1,306	239,180	23,188	10,345	72,402	511,219
May		5	1	3		9	17	14	18%	12,069	68,031	3,153	27,891	61,840	7,422	49,446	217,783
June		1		4		5	7	6	11%	10,963	26,126	4,300	30,157	3,436	2,020	34,509	100,548
Total to Date		67		28		98	222	187	36%	420,616	1,429,393	37,093	1,517,011	223,361	204,881	1,479,908	4,891,647

MERC Commission Meeting

January 5, 2011
12:30 pm

11.0 - Consent Agenda

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions

November 3, 2010
Oregon Convention Center Room A 108-09

Present:	Elisa Dozono (Chair), Judie Hammerstad, Ray Leary, Terry Goldman, Cynthia Haruyama, Karis Stoudamire-Phillips, and Metro Councilor Rod Park, Ex-officio
Absent:	Chris Erickson (Excused)
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Dozono at the Oregon Convention Center in Room A108-09, at 12:35 p.m
1.0	**QUORUM CONFIRMED** A quorum of Commissioners was present.
2.0	**COMMISSIONER / EX OFFICIO COMMUNICATIONS** • Councilor Park provided a brief update on Metro Council activities
3.0 **3.1**	**GENERAL MANAGER COMMUNICATIONS** • Teri Dresler provided general updates to the Commission. **June 2010 (3rd Close) and FYE 11 July-September Financial Information**
4.0	**MERC VENUE BUSINESS REPORTS** • Robyn Williams, Jeff Blosser and Chris Bailey provided venue reports. • Commissioner Leary inquired about the name of the arts organization involved in the ticketing service project for PCPA. Robyn Williams responded it was the Portland Arts Alliance. • Chair Dozono inquired about the PCPA event categories included in the financial report. Robyn Williams noted she would check with staff and provide a response.
5.0	**OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS** None
6.0	**TRAVEL PORTLAND 1ST QUARTER REPORT AND FIRST OPPORTUNITY TARGET AREA (FOTA) UPDATE** • Jeff Miller, President/CEO, presented the Travel Portland 1st Quarter Report and First Opportunity Target Area update related to the National Sales, Marketing and Convention Services Agreement with MERC. • Commissioner Leary asked for an explanation related to discretionary spending for minority outreach related to the FOTA program. Jeff Miller responded that last fiscal year Travel Portland spent $103,500 with MWESB businesses. • Chair Dozono inquired if the Community Economic Impact involves direct impact only or involves indirect factors as well. Jeff Miller responded it is direct impact only; there is no use of a multiplier.
7.0 **7.1** **7.2** **7.3** **7.4**	**CONSENT AGENDA** **September 1, 2010 Record of MERC Commission Actions** **October 6, 2010 MERC Commission Retreat – Session Notes** **October 6, 2010 Record of MERC Commission Actions** **For the Purpose of Ethics Law, Authorize MERC Commissioners to attend Travel Portland Familiarization Trip Functions December 2-4, 2010.** • A motion was made by Commissioner Goldman and seconded by Commissioner Leary to approve the Consent Agenda. **VOTING:** Aye: 6 (Dozono, Hammerstad, Leary, Goldman, Haruyama, Stoudamire-Phillips) Nay: 0 Motion Passed

8.0	**RESERVES POLICY PROJECT UPDATE** • Margo Norton, Metro Finance Director, provided an update on the MERC Reserves Policy Project. • Teri Dressler asked the Commission for their preference on future updates or reviews of this project. After discussion, it was the consensus of the Commission that the Budget Committee be responsible for the review of the project and forward any recommendations to the full Commission.
9.0	**ARAMARK/GIACOMETTI PARTNERS – FOTA UPDATE – COMMUNITY CAFÉ OVERVIEW** • Brendan Coffey, Resident District Manager ARAMARK/Giacometti Partner provided a presentation related to the participation in and contract requirement outcomes related to the FOTA requirements in the Catering and Concessions Management Contract with MERC and ARAMARK/Giacometti Partners. Mr. Coffey introduced Roy Jay, Vice President of ARAMARK/Giacometti Partners and Bernie Foster, President of ARAMARK/Giacometti Partners. Mr. Jay provided an overview of the Community Café.
10.0 **10.1**	**ACTION AGENDA** **Resolution 10-25 approving a collective bargaining agreement with the International Alliance of Theatrical Stage Employees IATSE, Local B-20.** • Joni Johnson presented Resolution 10-25. • A motion was made by Commissioner Hammerstad and seconded by Commissioner Leary to approve Resolution 10-25 as presented. **VOTING:** Aye: 6 (Dozono, Hammerstad, Leary, Goldman, Haruyama, Stoudamire-Phillips) Nay: 0 Motion Passed
10.2	**Resolution 10-26 approving a contract with Secom International as the contractor for the purchase and installation of revenue computer software, hardware and related parking equipment.** • Jeff Blosser presented Resolution 10-26. • A motion was made by Commissioner Hammerstad and seconded by Commissioner Leary to approve Resolution 10-26 as presented. **VOTING:** Aye: 6 (Dozono, Hammerstad, Leary, Goldman, Haruyama, Stoudamire-Phillips) Nay: 0 Motion Passed
	As there was no further business to come before the Commission, the meeting was adjourned at 2:28 p.m.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 10-25

For the purpose of approving a collective bargaining agreement with the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada ("IATSE") Local B-20.

WHEREAS, the Commission's designated representatives for labor relations and the IATSE Local B-20 designated bargaining representatives have negotiated in good faith with IATSE Local B-20; and

WHEREAS, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached an agreement for a three-year collective bargaining Agreement; and

WHEREAS, the tentative agreement is subject to ratification by a vote of the Union membership on behalf of the Union, and by a vote of the Commission on behalf of MERC; and

WHEREAS, the Union membership duly ratified the tentative agreement on October 13, 2010; and,

WHEREAS, the MERC Commission believes that the tentative agreement is fair, reasonable, and in the public interest.

THEREFORE BE IT RESOLVED:

1. The Commission hereby ratifies the tentative agreement attached to this Resolution as Exhibit A.
2. The Commission hereby authorizes and directs the General Manager, or her delegate, to execute the collective bargaining agreement reflecting the terms of the tentative agreement on the Commission's behalf and forward that signed agreement to the Union for formal signing.

Passed by the Commission on November 3, 2010.

Chair

Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, Metro Attorney

By:_____

Nathan A. Schwartz Sykes, Senior Attorney

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 10-26

Approving a contract with Secom International as the contractor for the purchase and installation of revenue computer software, hardware and related parking equipment

WHEREAS, the OCC parking garage requires upgraded computer software, hardware and related installation of parking equipment, and;

WHEREAS, upgrading the parking garage system will further automate the facility for better efficiencies, use and reduction of labor costs, and;

WHEREAS, Secom International provided the original computer software, hardware and parking equipment in 2003 and provides the maintenance for such equipment;

WHEREAS, the General Manager of Visitor Venues selected Secom International through direct vendor negotiations in light of the demands, circumstances and market realities associated with obtaining their goods and services pursuant to Section 6, Special Procurements of the MERC Contracting and Purchasing Rules.

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

1. Approves the contract between MERC and Secom International for the parking computer software and hardware upgrade and related equipment installation project.

2. Delegates the authority to the General Manager of Visitor Venues to execute the attached contract in substantially the form attached as Exhibit A on behalf of MERC.

Passed by the Commission November 3, 2010.

Approved as to form:
Daniel B. Cooper, Metro Attorney

By:_____
Nathan A. Schwartz Sykes, Senior Attorney

_____
Chair

_____
Secretary/Treasurer

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions

December 1, 2010
Oregon Convention Center Room F150

Present:	Elisa Dozono (Chair), Judie Hammerstad, Ray Leary, Terry Goldman, Chris Erickson, and Karis Stoudamire-Phillips
Absent:	Cynthia Haruyama (excused)
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Dozono at the Oregon Convention Center in Room F150, at 12:30 p.m.
1.0	**QUORUM CONFIRMED** A quorum of Commissioners was present.
2.0	**COMMISSIONER / EX OFFICIO COMMUNICATIONS** • Commissioner Goldman provided a brief update related to the activities of the Metro Audit Committee. • Chair Dozono reminded Commissioners of the upcoming Travel Portland Familiarization Trip activities and encouraged Commissioners' participation. • Chair Dozono thanked Commissioners for their participation in the Joint Metro/MERC work session November 16.
3.0	**LEGISLATIVE UPDATES** • Randy Tucker Metro's Legislative Affairs Manager provided legislative updates to the Commission and assured the Commission that he would keep them informed of any upcoming legislation that might affect MERC venues.
4.0	**MERC BUDGET COMMITTEE UPDATE** • Commissioner Hammerstad provided an update to the Commission.
5.0	**GENERAL MANAGER COMMUNICATIONS** • Teri Dresler provided general updates to the Commission.
6.0	**MERC VENUE BUSINESS REPORTS** • Robyn Williams, Jeff Blosser and Chris Bailey provided venue reports.
7.0	**OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS** None
8.0	**ACTION AGENDA** Resolution 10-27 for the purpose of approving a contract amendment with Interior Technology for Phase II of the Movable Partition Retrofit project, authorizing additional work, authorizing the MERC General Manager to execute the contract amendment and requesting that the Metro Council modify the FY 2010-11 through FY 2014-15 Capital Improvement Plan. • A motion was made by Commissioner Erickson and seconded by Commissioner Hammerstad to approve Resolution 10-27 as presented. **VOTING:** Aye: 6 (Dozono, Hammerstad, Leary, Goldman, Erickson, Stoudamire-Phillips) Nay: 0 Motion Passed
9.0	**EXECUTIVE SESSION** For the purpose of deliberations with persons designated by the Commission to conduct labor negotiations, pursuant to ORS 192.660(2)(d)
	The regular meeting of the MERC Commission was re-convened at 2:30 p.m. There was no further business to come before the Commission and the meeting was adjourned at 2:33 p.m.

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 10-27

Approving an amendment to the contract with Interior Technology for Phase II of the Movable Partition Retrofit Project, authorizing additional work, authorizing the MERC General Manager to execute the contract amendment and requesting that Metro Council modify the FY 2010-11 through FY 2014-15 Capital Improvement Plan.

WHEREAS, it is in the public's interest to repair and retrofit of the Oregon Convention Center's movable partitions; and

WHEREAS, the approved FY 10-11 MERC Capital Budget included provisions for the Oregon Convention Center to proceed with a Movable Partitions Retrofit Project ("the Project"); and

WHEREAS, MERC staff completed a formal solicitation of bids culminating with a bid opening on January 5, 2010 and awarded the contract to the lowest responsive and responsible bidder Interior Technology with the bid of $519,894 for Phase I and Phase II of this project; and

WHEREAS, MERC entered into a contract with Interior Technology for Phase I of the Project in the amount of $327,600 and now desires to amend the contract for Phase II of the Project for the remaining $192,294 and for an additional term through July 31, 2011 to complete the Project; and

WHEREAS, Interior Technology recommended additional work after the work commenced that it deemed necessary to complete the project correctly for an additional amount of $114,500 above the original bid price; and

WHEREAS, Sections 3(B), and 8(A)(1)(d) of MERC's Contracting and Purchasing Rules allow the Commission to approve contract amendments; and

WHEREAS, adequate appropriation exists to fund this $74,000 increase to the Air Walls Project, upon approval of this increase by the MERC Commission, the Commission requests that the Metro Council modify the FY 2010-11 through FY 2014-15 Capital Improvement Plan to reflect this change.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:

1. Approves the amendment of the contract with Interior Technology for Phase II of the Movable Partition Retrofit Project at the Oregon Convention Center for the originally approved amount of $192,294 and approves the increase of the original amount by $114,500 to a total contract amount not to exceed $636,000.
2. Requests that Metro Council modify the FY 2010-11 through FY 2014-15 Capital Improvement Plan to reflect this change.
3. Authorizes the MERC General Manager to execute the Phase II contract amendment in substantially the same form as attached Exhibit A.

Passed by the Commission on December 1, 2010.

Chair

Approved as to form:
Daniel B. Cooper, Metro Attorney

By:_____
Nathan A. Schwartz Sykes, Senior Attorney

Secretary/Treasurer

MERC Commission Meeting

January 5, 2011
12:30 pm

12.0 - Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 11-01

For the purpose of approving a collective bargaining agreement ("CBA") with the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada ("IATSE") Local 28.

WHEREAS, the Commission's designated representatives for labor relations and the IATSE Local 28 designated bargaining representatives have negotiated in good faith with IATSE Local 28; and

WHEREAS, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached an agreement for a three-year CBA; and

WHEREAS, the tentative agreement is subject to ratification by a vote of the Commission; and

WHEREAS, the Union membership duly ratified the tentative agreement on December 17, 2010; and

WHEREAS, MERC staff believe that the tentative agreement is fair, reasonable, and in the public interest.

THEREFORE BE IT RESOLVED:

1. The Commission hereby ratifies the tentative agreement attached to this Resolution as Exhibit A.

2. The Commission hereby authorizes and directs the General Manager, or her delegate, to execute the collective bargaining agreement reflecting the terms of the tentative agreement on the Commission's behalf and forward that signed agreement to the Union for formal signing.

Passed by the Commission on January 5, 2011.

_____
Chair

_____
Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, Metro Attorney

By:_____

Nathan A. Schwartz Sykes, Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: FOR THE PURPOSE OF APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, ("IATSE") LOCAL 28, TENTATIVE AGREEMENT.

Resolution No. Resolution 11-01

Presented by: Joni Johnson, Metro Human Resources Manager

Date: January 5, 2011

Background and Analysis:

Bargaining started April 1, 2010 and continued through ten sessions. Active negotiations concluded on October 22, 2010, however management continued to engage in discussions regarding the refinement of language with union representatives and the Union ratified the contract on December 17, 2010.

RESOLUTION:

The major elements of the tentative Agreement are as follows:

Term of Agreement: July 1, 2010-June 30, 2013.

Wages**:** Please refer to the wages listed as "Attachment A" to the contract for specific wage rates. Upon approval of the contract by the Commission, and ratification of the contract by the union, wages will be increased 1.5% effective October 22, 2010. Effective July 1, 2011, wages will be increased 2.5% and effective July 1, 2012, wages will be increased 3.0%. Employees whose wages were frozen at the amount set for the fiscal year 2008-2009 contract 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-June 30, 2010 and will be paid in a lump sum following the signing of the Agreement. In addition, each employee will receive a signing bonus of $250 at the same time.

Insurance: Previously, employees paid a composite rate for insurance with the amount capped at $1,106.00 for fiscal year 2010-2011. Effective July 1, 2011 Local 28 members will move to tiered rates and a premium percentage contribution with Metro paying 94% and employees 6%. In the event premiums increase more than 12% in two consecutive years, the employees and Metro will split any costs above the increase in the second year. This change in insurance premium payments is consistent with Metro's overall strategy to maintain fiscal control on insurance costs while continuing to provide a competitive benefit program for employees.

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

- Section 2.4.1: Specific language regarding timely notice for vacations and the procedure for indentifying relief heads was developed. This outlines both management and employee responsibilities in order to avoid confusion.

- Section 2.5.2: Brunish Hall continues to be available to the community with no minimum requirements to use Department Heads. This provides small theater groups with the opportunity to mount productions on an affordable basis or work with students. However, if Department Heads work in Brunish Hall, the provisions of this contract cover them.

- Section 3.3.3: Employees who work after 6:00 pm on Christmas Eve are paid double time. However, this provision does not take effect until 2011 in order to avoid disrupting existing contracts.

- Section 10.3: The contract clarifies when user groups are not required to pay higher recording rates for performances.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts for FY 10-11.

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 11-01.

COLLECTIVE

BARGAINING

AGREEMENT

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 28

Effective July 1, 2010-June 30, 2013

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THIS AGREEMENT is made and entered into effective July 1, 2010~~04~~, by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as the "Employer" or "MERC"), and LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA (hereinafter referred to as the "Union").

W I T N E S S E T H

Purposes

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

ARTICLE I: Union Recognition and Hiring

1.1 The Employer recognizes the Union as the sole exclusive bargaining representative for all of its Employees as set forth in the wage classifications herein, and the Employer agrees that all Employees employed by it to perform within the jurisdiction of the Union shall become members of the Union in accordance with the Constitution and By-Laws of the Union or shall become fair share payers pursuant to 1.1.1. The Employer agrees to deduct from the paychecks of employees covered by this Agreement either membership dues for Union members who have provided the Employer with written authorization for dues deductions, or fair share fees pursuant to 1.1.1. Dues authorizations shall continue in effect from year to year, unless revoked in writing. The employer shall, no later than 15 calendar days after each payday, remit all dues and fair share fees deducted from employees' pay to the Union. Unless otherwise stated (e.g. Article 2.10, Exh. A), this Agreement ~~(e.g. Article 2.10, Exh. A)~~ includes only Department Heads and Relief Department Heads as specified. This Agreement shall specifically exclude all supervisors, security personnel, building maintenance employees, clerical employees, casual non-stagehand labor, box office employees, ushers, ticket takers, and other professional trades employees. Metropolitan Exposition-Recreation Commission meetings or other MERC in-house activities conducted at the Portland Center for the Performing Arts (PCPA) facilities shall not

require the services of any employees covered by this Agreement, so long as only general house lights are utilized, and the sound reinforcement system, computerized lighting board or any house curtains are not utilized.

1.1.1 The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law. The Employer shall deduct a fair share fee or payment in-lieu-of-dues from the paycheck of each bargaining unit member covered by this contract who is not a member of Local 28. The amount will be designated by Local 28, but in no event will it exceed an amount equal to the full dues and initiation fees paid by Local 28 members. Local 28 shall utilize such payments in accordance with the requirements of state and federal law. This fair share agreement shall be construed to safeguard the rights of employees under ORS 243.666.

1.1.2 The Union agrees that it will indemnify, defend and save MERC harmless from all suits, actions, proceedings and claims against MERC, or person acting on behalf of MERC, whether for damages, compensation, reinstatement or a combination hereof arising out of MERC's implementation of this Article if the Employer gives reasonable notice to the Union. The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.

1.2 Both the Employer and the Union recognize and promise to adhere to the principles of equal opportunity and agree to cooperate with each other in complying with all applicable federal, state and local laws and regulations. Both parties to this Agreement agree not to discriminate with regard to conditions of membership in the Union, and employment by and with the Employer in any manner regarding race, national origin, marital status, religion, sexual orientation, age, sex, gender identity, mental or physical handicap.

1.3 <u>Hiring</u>

1.3.1 The parties agree that the Employer is solely responsible for selecting and hiring Department Heads. The parties also agree that the Union has expertise in the areas covered by this Agreement. The parties agree to work together to maintain the high level standards currently in place. The selection of Department Heads shall not be subject to grievance, except as provided in 1.2.

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

1.4 Continuing Education, Licenses and Training

1.4.1 The Employer shall support the Union in a continuing education program in stagecraft and shall assist in providing employees with related training education.

1.4.2 If work assigned by the employer requires an electrical license to be held by the employee the licensing fees, tuition and materials shall be reimbursed or paid by the employer.

1.4.3 The Employer may require employees to participate in additional training related to the employer's needs and the employee's job description. When such training is required, tuition and materials shall be reimbursed or paid by the Employer. Training hours will be counted as hours worked and shall be compensated at straight time.

1.4.4 The Employer may direct employees covered by this agreement possessing expertise in stagecraft and knowledge and experience relating to their departments to train others. When such training is required it shall be compensated as set forth in Article III: Wages; Overtime & Conditions.

ARTICLE II: Jurisdiction

2.1 This Agreement shall only apply to the Portland Center for the Performing Arts ~~PCPA~~. ~~This Agreement shall not apply to the Oregon Convention Center, Brunish Hall, Main Street or the public lobbies of the various PCPA facilities. With respect to Department Heads covered by this Agreement, it is understood and agreed that the Union~~

~~has jurisdiction over all stagecraft historically performed by Department Heads in the Employer's facilities.~~ It is understood and agreed that the Union has jurisdiction over all stagecraft performed by stagehands employed by the Employer to work in PCPA facilities.

2.2 Personnel engaged by the Employer to perform the work covered under this Agreement shall be considered employees of the Employer, which has the ultimate right of control and direction of the employees during the event in question. All employees shall conform to house rules regarding procedures and methods of operation. No house rules will be adopted which are contrary to this Agreement.

2.3 The Employer shall determine the specific job assignments of all individuals employed under this Agreement. The Employer and the Union further recognize and agree that all Department Heads may be assigned to work in all areas if qualified, may be required to rotate positions from time to time, and may be assigned to perform work as required or as needed without regard to venue or departmental distinction. A Department Head may perform tasks in other areas without regard to departmental distinction; however, it is understood that these tasks shall not interfere with the safe and workmanlike execution of their primary responsibilities to the Employer as a head of department.

2.4 Relief Department Heads

2.4.1. Department Heads are responsible for notifying their employer two weeks in advance of a scheduled absence. At the time notice is given, ~~When scheduling a leave of absence, the~~ the Department Head shall recommend ~~is responsible to find~~ an available Relief Department Head who can perform the duties required to the satisfaction of the Employer and third parties paying for services. The Employer ~~Department Head~~ will coordinate the replacement with the U~~u~~nion by either requesting an individual by name or by asking the Union to dispatch a worker. A Relief Head is responsible for the performance of all typical duties of the Department Head. In the event of a schedule change with less than two weeks notice, ~~inadequate notice, the Employer shall assist~~ the Department Head is still responsible for assisting the Employer in coordinating with the Union in assigning a Relief Department Head.

2.4.2 If a Relief Department Head is required for single events or for predetermined periods of time, the Relief Department Head shall be engaged under the terms and conditions of this Agreement. If a Relief Department Head is required during the run of a production and the

Relief Head is already on the presenter's payroll, the Relief Head may stay on the presenter's payroll for the purpose of payroll continuity. With respect to Relief Department Heads, the Employer may opt to use a mutually agreed on payroll company ~~Oregon Stagehands, Inc.~~ as specified for Extra Personnel under Section 2.10.

2.4.3 The Employer retains the right to reject any Relief Department Head referred. Regular and Relief Department Heads will be scheduled by the Employer. Unless prior arrangements have been made, or except in cases of unforeseen events (illness, personal business, death of family members, etc.), Department Heads, regular or relief, who start a show shall be allowed to complete it, subject to Article VI. Relief Department Heads or extra personnel who have not worked 800 hours for the Employer from July 1, 2010 shall not be removed for arbitrary or capricious reasons.

2.4.4 When a regular Department Head requests temporary leave during a performance run or work call, a shadowed performance call or additional training may be required for their replacement.~~used.~~ This determination will be made at the sole discretion of the Employer. During a shadowed call a Relief Department Head learns the cues and duties associated with the performance. The Relief Head shall receive Department Head pay for all hours worked during shadowed calls or training.

2.4.5 Relief Department Heads who have been employed for more than 1,040 hours during one fiscal year shall be granted paid leave as set forth in Article VIII, Section 4 of this Agreement.

2.5 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:

2.5.1 There shall be five (5) production departments that cover the working jurisdiction and responsibilities of the Union under this Agreement. These departments are to be known as (1)Carpentry, (2)Electric, (3)Sound, (4)Fly and (5)Property. There shall be a Department Head for each department. Each Department Head shall coordinate the personnel working within the department.

2.5.2 At Keller Auditorium and Arlene Schnitzer Concert Hall (ASCH), the first five (5) stage labor employees shall be Department Heads and employees of MERC. At the Newmark Theatre, the first four (4) stage labor employees shall be Department Heads and employees of MERC. The first (1st) stage labor employee at the Winningstad Theatre shall be a Department Head and an employee of MERC. Reductions from these minimums shall be determined by mutual agreement of the Union and the Employer in accordance with the needs of the event. The parties agree there shall be no minimum for Brunish Hall and that users can provide their own stage labor. If the Employer calls stage labor to Brunish Hall, the terms of this Agreement apply.

2.5.3 If regular Department Heads are not available for any work, their replacements shall receive head of department pay, or greater as determined by work performed.

2.6 Time sheets submitted to the Employer shall not be altered by the Employer without notification to the affected employee of any such alteration.

2.7 Payroll checks for all personnel covered under this Agreement will be issued and made available in accordance with the Employer's regular payroll period.

2.8 No employees covered by this Agreement shall donate his or her services without prior, mutual, written consent of the Employer and the Union.

2.9 All Department Heads hired during the term of this contract shall serve a six-month probationary period.

2.10 When extra personnel beyond the number of regular Department Heads are needed to perform maintenance or other tasks, the Employer shall notify the Union at least 24 hours in advance of the time and location of the calls and the number of personnel needed. The Union shall provide the qualified personnel to fill the call. If the Union is unable to fill the call after the Employer provides the required notice, the Employer may fill the call by other means. Personnel shall be subject to the terms and conditions of this Agreement and shall be paid according to Exhibit A. Personnel may be paid through the regular MERC payroll, or the Employer may opt to use a mutually agreed on payroll company.~~Oregon Stagehands, Inc.~~

ARTICLE III: Wages; Overtime & Conditions

3.1.1 Attached hereto is Exhibit A, which is incorporated by reference and made a part of this Agreement. Exhibit A sets forth the job classifications, wages, hours and overtime to be paid to all employees performing the work described therein, and the exhibit, having been agreed to by the parties, shall be binding upon the Employer, the Union and employees covered by this Agreement. ~~Wages shall not be increased until July 1, 2009. On July 1, 2009 the wage rates in Exhibit A shall receive a cost-of-living increase based on the Wage Earner-All City Average (CPI-W) in the twelve-month period ending the previous April 30th provided the minimum upward adjustment shall be two percent (2%) and the maximum upward adjustment shall be four percent (4%).~~ Upon ratification,~~Effective October 22, 2010~~ of this agreement, wages will be increased 1.5% effective October 22, 2010. Effective July 1, 2011 wages will be increased 2.5% and effective July 1, 2012 wages will be increased 3.0%

3.1.2

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, 2010. It will be calculated as a gross amount and paid in a lump sum during the second pay period following the signing of this Agreement.

3.1.3 Effective upon ratification, Department Heads will receive a $250 signing bonus on the next regularly scheduled payroll.

3.2 Conditions of Regular Time

3.2.1 When employees are employed during the hours of 8:00 a.m. and 12:00 midnight, they shall be paid at the regular straight-time hourly rate, as modified by the premium provisions of this Agreement.

3.2.2 If an employee performs the duties of a higher paying classification, they shall receive the higher rate specified in Exhibit A. Such time shall be paid in one (1) hour ~~half (1/2) hour~~ increments. At no time shall a Department Head receive less than Department Head rate.

3.3 Conditions of Overtime

3.3.1 When employees are engaged for work calls on an hourly basis during the hours of 12:00 midnight and 8:00 a.m., the wage rate shall be two (2) times the regular straight time hourly rate. The hourly wage rate shall revert back to the regular hourly rate at 8:00 a.m., except under the conditions of Section 3.4.~~6~~9.

3.3.2 Daily overtime: When employees have worked more than eight (8) hours on the same day, the wage rate shall be one and one-half (1 1/2) times the applicable hourly rate.

3.3.3 When employees are engaged for any work call on a holiday during the twenty-four (24) hour period constituting a holiday (12 midnight to 12 midnight), the employee shall be compensated at two (2) times the regular straight time hourly rate. Holidays for purposes of this Agreement are New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday in January), Memorial Day (last Monday in May), Fourth of July (July 4), Labor Day (first Monday in September), Veterans' Day (November 11), Thanksgiving Day (fourth Thursday in November), Christmas Eve after 6:00 p.m. effective December 24, 2011), and Christmas Day (December 25).

3.3.4 When employees are engaged for any work calls on a holiday and are entitled to additional premium pay due to provisions contained in this Agreement, then such pay shall not exceed two (2) times the regular straight time rate. The limit on premium pay shall not apply to the meal premium contained in Section 3.5.

3.3.5 Weekly overtime: The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. Hours worked in excess of forty (40) regular hours in an employee's workweek (Monday through Sunday) shall be compensated for at one and one-half (1 1/2) times the applicable hourly rate. The Employer shall retain the exclusive right to monitor all overtime and schedule employees in a manner that limits or avoids overtime, provided, however, no employee shall be replaced or removed after eight (8) hours per day or after forty (40) hours per week during a single promoter event for the purpose of preventing payment of overtime or premium wage scale.

3.4 Conditions of Wage Policy

3.4.1 Minimum calls shall be four (4) hours pay at the rate applicable to the time of day the four (4) hour call falls within, except that no rate other than the regular base rate shall be paid on minimum calls unless employees are actually working during premium times.

3.4.2 For purposes of computing time under this Agreement, any fraction of a half-hour over five~~eight~~ (5~~8~~) minutes, when worked by an employee, shall be considered a full half-hour.

3.4.3 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.

3.4.4 Employees shall be allowed an uninterrupted rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as nearly as possible to the midpoint of the work period.

3.4.5 On a call back where the break between the call back and the initial work is more than one hundred twenty (120) minutes, the call back shall be paid as a four (4) hour minimum call.

3.4.6 Employees will be kept on call only when appropriate stage work is required by the Employer.

3.4.7 All employees shall have a paid pre-call of no less than one-half ($^1/2$) hour prior to the beginning of the performance.

3.4.8 Employees shall remain on the call until the performance is completed.

3.4.9 Employees covered by this Agreement working more than one hundred twenty (120) minutes between midnight and 8:00 a.m. will continue receiving the same rate of pay as specified in 3.3.1 until the employee has received no less than an eight (8) hour rest period.

3.4.10 The wage rate applicable to employees (other than Department Heads) who perform maintenance work shall be determined on a case-by-case basis, depending on whether the work is performed without supervision, whether a special license is required or other factors particular to the specific job.

3.4.11 Absent unusual circumstances beyond the Employer's control, the Employer shall provide at least forty-eight (48) hours advance notice prior to the originally scheduled call time for the event to employees covered by the Agreement.

3.5 Meal Period Breaks During Employment

3.5.1 All employees covered by this Agreement shall have an unpaid meal period of at least one (1) hour duration no later than the end of the fifth continuous hour of work. Meal periods may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the work is done in a safe workman-like manner. When working for PCPA on a venue maintenance call, an unpaid meal break of ½ hour will be allowed, at the option of the employee.

3.5.2 Department Heads shall receive a minimum ~~one (1) hour~~ one and one-half (1 ½) hour call immediately following each meal break.

3.5.3 If the Employer or Presenter has a special situation and MERC wishes to negotiate an exemption or modification to these conditions, it shall contact the Union representative in a timely manner to determine if the revision or waiver is mutually acceptable. Should the representatives of both Employer and Union fail to mutually agree upon a revised meal period break, the Employer shall pay each employee a meal period premium. The value of a meal period premium shall be computed as being equal to one and one-half (1 1/2) times the applicable hourly rate until such a meal period is allowed. ~~The meal period premium shall begin immediately at the end of the fifth continuous hour of work with no grace period.~~If no meal is given by the end of the seventh hour then the meal premium shall be computed as being equal to two (2) times the applicable hourly rate until such a meal period is allowed. ~~The double-time meal period~~

~~premium shall begin immediately at the end of the seventh (7) continuous hour of work.~~

3.5.4 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period premium, may provide an adequate meal for all employees and at least thirty (30) minutes to consume the meal. Employees shall receive continuous pay during the thirty (30) minute meal period. An adequate meal is defined as cold sandwiches and drinks, deli trays or a hot meal, depending on the hour of the day.

3.5.5 If a meal period falls between the hours of 10:30 P.M.~~12:00 Midnight~~ and 8:00 A.M., an adequate hot meal and a one-half (1/2) hour period in which to eat must be provided. Employees shall receive continuous pay during the one-half (1/2) hour meal period.

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

ARTICLE IV: Health and Welfare

4.1 Joint Labor-Management Committee

A Metro Joint Labor-Management Committee (JLMC) for Health Benefits comprised in accordance with adopted by-laws shall review health dental and vision insurance plan and costs, and shall make recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. Metro shall make available to the Committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro.

The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make plan modifications as necessary~~so long as modifications do not lower the level of benefits or increase costs to the employee~~. In the event that the parties do not agree, the union has the right to utilize remedies available under law including mediation and fact-finding.

4.~~1~~2 For all employees working under this Agreement other than department heads, the Employer agrees to contribute to the IATSE National Health & Welfare Fund the further sum of ~~at least nine percent (9%)~~ 17% for fiscal year 2010-2011. Beginning July 2011 through the remainder of the contract the Employer agrees to contribute at least eighteen (18%) of the gross wages earned by each employee covered by this Agreement and employed by the Employer under its terms. The contributions are payable by the 10th of the month following the month of employment. These contributions are in addition to all wages and other sums required to be paid by this Agreement.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the IATSE National Health & Welfare fund, including all its rules and regulations (including, without limitation, the Statement of Policy and Procedure for Collection of Contributions payable to Employers) and any and all amendments and modifications thereto that may be adopted by the Trustees during the Terms of this Agreement. The Employer agrees to execute all documents necessary to support contribution to the IATSE National Benefit Funds.

4.~~2~~3 The Employer's obligation to make contributions to the health and welfare plan, described above shall not be construed as a guarantee by the Employer that it will continue to agree to make such contributions in future contracts. The Employer expressly reserves the right to negotiate a cessation or substitution of its health and welfare contribution obligation in future labor agreements, and the Employer shall have no liability to any past, present or future employee with respect to such decision. The parties further acknowledge and understand that the Employer's agreement to make contributions to any of the insurance plans referred to above shall not be construed as a guarantee of any specific level of benefits and the Employer's only obligation under the terms of this Agreement shall be to make the monthly contribution described above.

4.~~3~~4 Benefit Eligibility

Regular Department Heads shall be eligible for Health and Welfare benefits currently provided to the Employer's represented employees on the 1st (first) day of the month following thirty (30) days of employment. ~~Effective July 1, 2007 MERC shall contribute an amount not to exceed $763.48 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, 2008 MERC will contribute an amount not to exceed $801.65 per month and effective July 1, 2009 MERC will contribute an amount not to exceed $841.73.~~

4.5 Premium Sharing for Department Heads

Beginning July 1, 2011 and throughout the duration of this Agreement, Metro shall contribute ninety-four (94%) of the insurance premium costs per plan and employees shall pay six percent (6%) of the premium costs per plan through payroll deduction for medical, dental, and vision plans provided by an HMO and/or PPO/-indemnity carrier.

4.5.1 If any health insurance plan increases by more than twelve percent (12%) two years in a row then Metro and the Union shall split the increase over twelve percent (12%) equally beginning in the second year. The earliest this split could occur would be with the plan year beginning July 1, 2012.

4.5.2 Metro agrees to pay cash back at an amount not to exceed $150 per month to Department Heads ~~regular full time employees~~ who provide proof of other medical coverage and who opt out of medical coverage through Metro. Metro shall determine the amount offered to employees for opt-out based on contracts with insurance carriers, financial consideration, and health insurance plan designs.

4.~~4~~6 The Health and Welfare benefit package is in lieu of Section 4.~~1~~ 2 and applies to Regular Department Heads only. If, during the term of this agreement, the Employer is unable to offer a choice between an HMO and PPO/ indemnity ~~two health insurance~~ plans, the Union may "opt out" of the Employer's health and welfare benefit package and may choose for all Department Heads the health and welfare benefits offered by the IATSE National Health & Welfare Fund. Metro's implementation of a lack of offering both an HMO and PPO/indemnity plan will be the qualifying event for IATSE to opt out. In the event that the Union chooses this option, the Employer shall contribute to the IATSE National Health & Welfare Fund ~~the amounts required by Article 4.3.~~ an amount equal to the amount the employer was contributing for the employee at the time they opted out; however it may be changed in the event the employee has a qualifying event that would allow them to add or delete a dependent. In such case the Employer will contribute the amount it would have contributed prior to the elimination of the plan had those dependents been added or deleted prior to the plan change.

~~4.7 A joint Labor-Management Committee comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs. Metro shall make available to the Committee current information regarding insurance premium rates and projected increases; as such information becomes available to Metro. The Committee shall meet to consider adjustments to benefits or coverage to stay below the specified Employer contributions for each year of the Agreement. Each employee shall contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.~~

~~A lawful meeting shall be comprised as provided in the Committee's by-laws. The Committee shall make recommendations to the Chief Operating Officer in an effort to keep health care costs under the amount set forth in this Article.~~

~~The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make plan modifications as necessary. In the event that the parties do not agree, the union has the right to utilize remedies available under law including mediation and fact-finding.~~

~~4.8~~4.7 Health benefits will be funded to the limits listed. Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.

~~4.9 Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure, or to reduce employees' out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management Committee in Section 4.5 of this article.~~

4.8 Public Employees Retirement System

The Employer will continue its participation in the PERS program as required by law. The required six percent (6%) employee PERS contribution shall be "picked up" by the Employer.

4.9 For those employees working under this Agreement for whom it is not required to make a PERS contribution, the Employer shall contribute an amount equal to seven percent (7%) of each employee's wages to the Entertainment Industry 401(k) plan. The Employer agrees to process employee contributions to the plan for those employees for whom the Employer makes contributions, subject to approval by the plan and review by Counsel for the Union.

4.10 Life , Long Term Disability, and Accidental Death and Dismemberment Insurance

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

adjustments are made because of recommendations made by the Joint Labor Management Committee, to minimize medical, dental, and vision costs.

ARTICLE V: No Strike or Lockout

5.1 The Union agrees that during the life of this Agreement it will not engage in a strike, picketing, slow-down or other work stoppage regarding any matter covered by this Agreement. The Employer agrees that during the life of this Agreement it will not engage in a lockout regarding any matter covered by this Agreement. In addition, the Union agrees not to engage in a sympathy strike. Employer and Union each agree that neither shall engage in any strike, slow-down, other work stoppage or lockout except in compliance with and as permitted by Oregon law.

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

ARTICLE VI: Discharge or Resignation

6.1 No employee working under this Agreement shall resign unless two (2) weeks' written notice is given to the Employer. A copy of said notice shall be sent to the Business Agent of the Union. The parties hereto may mutually agree to a shorter period of notice, should conditions so warrant.

6.2 The Employer may discharge, discipline, suspend or demote a Department Head, Relief Department Head, or extra personnel per the accumulation standard in 6.3 for just cause, including, but not limited to, unsatisfactory work performance, violation of work rules adopted pursuant to this Agreement, criminal conduct, dishonesty related to employment, drinking related to employment, insubordination related to employment, selling, transporting or using illegal narcotics and/or any other conduct sufficiently serious in nature as to justify employee discipline, regardless of whether the employee has been provided with a prior written warning notice concerning the conduct in question. If feasible, the Employer shall give the Union and affected employee two (2) weeks' written

notice of intent to discharge, but nothing in this Agreement shall require the Employer to provide such notice.

6.3 In situations where an employee is discharged with less than two (2) weeks' notice, or otherwise removed from the job without prior warning, the employee shall be paid for actual time worked on the date of the discharge or suspension, and the minimum call requirements of the various schedules to this Agreement shall not apply. Relief Department Heads and extra personnel are entitled to just cause rights upon completion of 800 hours of work for the Employer. The calculation date for the 800 hours begins July 1, 2010.~~casual employees with no expectation or claim to continued employment, beyond those provided in 2.4.2.~~

ARTICLE VII: Resolution of Disputes

7.1 Grievance and Arbitration Procedure. A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. Grievances may be initiated and pursued in the following manner:

(1) Step I. An employee who believes they have a grievance may present this grievance to their immediate supervisor for adjustment within five (5) calendar days of the date on which the events occurred giving rise to the grievance. An employee's supervisor shall respond promptly, but in no event more than seven (7) calendar days after receipt of the oral grievance.

(2) Step II. If a grievance has not been settled between the affected employee and the immediate supervisor, the grievance shall be reduced to writing, and submitted by a Union representative or affected employee to the Employer's designee within twenty-one (21) calendar days of the date on which the events occurred giving rise to the grievance, inclusive of all time provided for processing of the grievance in Step 1 of this procedure. A written statement of the grievance shall be signed by the aggrieved employee or by a Union representative, and shall include a statement of the specific provisions of the Agreement alleged to have been violated, a brief statement of the facts and a statement of the relief requested. The Employer shall respond to the written grievance in writing within fourteen- (14) calendar days of its receipt.

(3) Step III. If the grievance is still unsettled, the Union may within ten- (10) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under

Step II have a right to have the matter arbitrated by a third party jointly agreed upon by the Employer and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the Employer and the Union shall have the right to strike three (3) names from the list. Either party shall have the right to reject one list in its entirety. The party to strike first shall be determined by coin toss, ~~requesting arbitration shall strike the first name~~ ~~and~~ the other party shall then strike one name and the parties shall alternate strikes until one remains who~~. The process shall be repeated and the remaining person~~ shall be the arbitrator. The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision, which shall be final and binding on the Employer, the Union and all involved employees. The arbitrator shall have no authority to amend, modify, nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer. Expenses for the arbitrator shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If either party fails to proceed with the procedures of Step III within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis.

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

7.3 Time Limits. 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 in a timely fashion. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available.

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

~~7.5 An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, the Employer's last response at Step 3 of the grievance procedure shall be final and binding on all parties.~~

7.~~6~~5 For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.

7.~~7~~6 The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

7.~~8~~7 The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

ARTICLE VIII: Miscellaneous Provisions

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

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

8.3 Worker's Compensation Insurance. It is agreed by the Employer that the employees shall be insured according to the requirements of Oregon Revised Statue

656.~~covered by this Agreement shall be protected by the State of Oregon Industrial Accident Commission, or some reliable Insurance Company, against occupational injuries and occupational diseases. It is agreed by the Employer that in the event it rejects the State of Oregon Industrial Accident Commission and substitutes a private insurance company, it will then inform the Union, in writing, of the name and address of such other insurance company, together with a copy of the policy under which the employees are to be covered against occupational injuries and occupational diseases. Coverage must be equivalent in hospitalization, medical and doctors' care, together with compensation for time lost, including claim payments.~~

~~8.4~~ 8.4 Vacation. Regular Department Heads shall accrue vacation at the rate shown below: ~~will receive one (1) week paid vacation for every one thousand (1000) hours worked.~~

~~8.5~~

~~8.6 No more than 2000 hours worked may be accrued towards paid vacation in each fiscal year.~~

~~8.7~~

~~8.8 Accrual of hours toward paid vacation for all department heads will begin at zero hours each July 1.~~

~~8.9~~

~~8.10 On June 30 of each year, accrued vacation hours below the 2000 threshold will be pro-rated as follows:~~

Years of Service	Accrual Rate
0 through 4	0.04 hours of vacation per hour worked
5 or more	0.06 hours of vacation per hour worked

~~8.11~~8.4Regular Department Heads that have successfully completed the probationary period are eligible to take accrued vacation leave with pay. However, they will not be allowed to accrue more than two hundred and fifty (250) hours of vacation leave. Vacation leave beyond two hundred and fifty (250) hours will be lost, unless reasons for an exception receive approval by the Facility Director and General Manager. Accumulations must be within stated limits as of June 30 each fiscal year. Excess vacation accruals will be lost if not used by June 30, unless reasons for an exception receive approval by the Facility Director and General Manager.

8.4.1 Scheduling of Vacations

Vacation requests shall be submitted through and approved by the Stage Supervisor. Request for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. If no exception has been granted and the employee would lose accrued vacation time because the Stage Supervisor denied a request, the employee may request an exception to the 250-hour limit.

8.4.2 Vacation Pay Upon Termination

A Department Head who has successfully completed the initial probationary period, and is separated from MERC, shall be entitled to payment for accrued vacation leave. In no case shall payment be for more than the maximum accumulation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due is paid.

~~8.11.1 All members of the bargaining unit who are employed as regular Department Heads as of June 28, 2006, will accrue vacation hours at the rate of "5 or more" years of service, regardless of actual years of service.~~

8.5 Safety. The Employer acknowledges its obligation to provide a safe and healthy environment for employees in accordance with all applicable federal, state and local laws pertaining to health and safety. In situations that are under the direct control and responsibility of the Employer, the Employer shall respond promptly to alleged unsafe conditions brought to its attention by an employee. The Union shall appoint one or two members to the Portland Center for the Performing Arts ~~PCPA~~ Safety Committee and may discuss safety issues of mutual concern and make recommendations to the manager of the Portland Center for the Performing Arts regarding safety issues pertaining to employees.

8.5.1 Light Duty. When there is a compensable ~~compensational~~ on-the-job injury and the Department Head is released for light duty by a physician, Risk Management will meet with the Union business agent and a management representative to determine a suitable and available light duty assignment.

8.6 Management Rights. The Employer retains all customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Employer. The Employer retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement, or by law.

8.7 Work Rules. The parties recognize that the Employer is directly responsible for carrying out the functions and services to its clients. For this reason, it is jointly 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 fifteen (15) calendar days prior to their effective date in order to provide the Union and employees an opportunity to comment and suggest changes. The Employer agrees the Union has the right to challenge work rules in grievance procedure if it believes the work rule to be arbitrary and/or capricious.

ARTICLE IX: First Opportunity Target Area Recruitment

The Union hereby agrees to use its best efforts to assist the Employer in meeting its community outreach and target area hiring obligations.

ARTICLE X: Recording - Video and Audio

10.1 Subject to the exclusions in Article 10.3 below, any film, video or audio recording and/or transmission used for commercial purposes shall be classified as a recording and all employees performing services under this Agreement on such work shall be compensated at the recording rate listed in Exhibit A.

10.1.1 The recording rate shall apply at all times during recording and/or transmission to all crew-members from the beginning to the end of the recorded event.

10.1.2 If the Sound Department Head is utilized for his/her technical expertise beyond regular job duties or is asked to perform substantial other duties related to the recording of an event, then all hours worked on the event by the Sound Department Head shall be paid at

the recording rate. If equipment is added for the purpose of recording, the applicable recording rate will be paid for the Sound Department for all hours from load-in to load-out, and will also apply to all crew required for the call from the beginning to the end of the recorded event.

10.1.3 When a special event takes place the recording rate shall apply to all crewmembers for all hours worked on the event, from load-in through load-out. For purposes of this Article, a "special event" is an event that is designed to be recorded, or for which recording is a primary purpose of the event, or which is produced with high production values that are the equivalent of a broadcast event. A single recorded performance during the run of a production, is not considered a special event for purposes of this Article.

10.2 At least one Department Head shall be employed at all times during the installation and operation of recording equipment.

10.3 Exceptions: Unless the recording is reproduced or transmitted for ~~re~~sale, the recording rate shall not apply for the purposes or under the circumstances listed below:

a) Recording or transmitting for newscast purposes; provided the broadcast segment is no longer than five (5) minutes.
b) Promotional activities for the event itself or for the purpose of selling tickets;
c) Any event or activity presented by non-profit (as defined by Section 501(c) 3 of the Internal Revenue Code) performing, visual, civic, social, religious, or educational organization or institution;
d) Closed circuit television within any PCPA~~the performance~~ facility~~, and remote simulcast, to a showing for which no admission is charged or resold in any form~~;
e) The recording and/or transmission for public radio or television for crewmembers other than the Sound Department Head;
f) Recording for archival or study purposes which utilize a single microphone and/or two (2) fixed cameras, for crewmembers other than the Sound Department Head.

ARTICLE XI: Term and Termination

11.1 Term. This Agreement shall be effective July 1, 2010~~2007~~ and shall remain in full force and effect until the 30th day of June 2013~~2010~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty- (30) days after said notice.

11.2 Closure. The parties~~Employer~~ shall have no obligation to bargain ~~with the Union~~ with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.

11.3 Amendment. The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

MERC/PCPA Exhibit A

October 22, 2010 to June 30, 2011

RIGGING & GROUND RIGGING: Rigging scale to be paid to all personnel in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons.
Ground riggers scale to be paid to all personnel at the request of the Employer or the show Production Manager, who assist the riggers in assembling and/or disassembling the rigging from the stage or Arena floor.
When riggers are called to spot lines by moving adjustable loft/head block sheaves on a fixed gridiron and safety devices are installed in conjunction with spotlines, the rigging scale will be paid.

RIGGING SCALE:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$32.68	$16.51
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$49.02	$24.76
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$65.37	$33.02

GROUND RIGGER:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$24.87	$12.43
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$37.30	$18.65
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$49.74	$24.87

TRUCK LOADERS:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$26.79 **$26.80**	$13.40
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$40.19	$20.10
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$53.59	$26.79

DEPARTMENT HEADS: Carpenters, Flyman, Electrician, Properties and Sound, Orchestra Head and Supertext Operator

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$23.88	$11.94
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$35.83 **$35.82**	$17.91
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$47.77	$23.88

DEPARTMENT HEAD RECORDING RATES:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$28.42	$14.21
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$42.63	$21.31
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$56.84	$28.42

GRIPS/EXTRA PEOPLE: Carpenters, Flyman, Electrician, Properties and Sound

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$20.53	$10.26
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$30.79 **$30.80**	$15.40
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$41.06 **$41.07**	$20.53

GRIPS/EXTRA PEOPLE RECORDING RATES:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$24.39	$12.20
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$36.59	$18.29
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$48.78	$24.39

SPECIAL OPERATORS: Additional sound and light board, follow-spots, pyrotechnic scenic projector, automation and folk-lift operators

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$21.17	$10.59
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$31.76	$15.88
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$42.34	$21.17

SPECIAL OPERATOR RECORDING RATES:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$25.14	$12.57
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$37.71	$18.85
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$50.27	$25.14

EXTREMELY LOUD/ARENA OR THEATRE ROCK OR COUNTRY WESTERN SHOWS: which are extremely loud. Extremely loud shall be defined as sound of 112 decibels which occurs for 25 percent or more of the show as measured from the employee's work location.

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$27.06	$13.53
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$40.59	$20.30
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$54.13	$27.06

EXTREMELY LOUD RECORDING RATES:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$32.17	$16.08
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$48.25	$24.13
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$64.33	$32.17

WARDROBE ATTENDANTS: Unpacking, Sewing, Pressing, Dressing and Packing:
DEPARTMENT HEAD (WARDROBE):
HAIR & MAKEUP: Application of Facial and Body Make-up and Hair and Wigs

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$23.87	$11.94
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$35.81	$17.91
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$47.75	$23.87

RECORDING RATES:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$28.40	$14.20
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$42.60	$21.30
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$56.80	$28.40

DRESSERS (WARDROBE):

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$20.53	$10.26
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$30.79	$15.40
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$41.06	$20.53

DRESSERS (WARDROBE) RECORDING RATES:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$24.39	$12.20
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$36.59	$18.29
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$48.78	$24.39

MOTION PICTURE OPERATORS:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$23.87	$11.94
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$35.81	$17.91
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$47.75	$23.87

MOTION PICTURE OPERATORS RECORDING RATES:

October 22, 2010 to June 30, 2011	Per Hour	Per Half Hour
Per Hour Between 8:00 AM and 12:00 Midnight	$28.40	$14.20
Per Hour After Eight (8) Hours Per Day or Forty (40) Hours per Workweek	$42.60	$21.30
Per Hour, For All Hours Between 12:00 Midnight and 8:00 AM	$56.80	$28.40

INDEMNIFICATION AGREEMENT

This Agreement is made and entered into effective May 1, 2003 by and between Metropolitan Exposition-Recreation Commission, hereinafter called "Employer," and Local 28, Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, hereinafter called the "Union."

RECITALS:

1. Union asked Employer to amend the collective bargaining agreement between the parties to require Employer to contribute to the IATSE National Health & Welfare Fund; and

2. Employer agreed to amend the collective bargaining agreement, provided that Union indemnifies it for any claims arising out of or related to the IATSE National Health & Welfare Fund.

AGREEMENT:

The parties agree as follows:

The Union shall indemnify, hold harmless, and defend Employer, its agents, employees, and elected officials from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from any activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from Employer's contributions to the Fund, including but not limited to claims asserted by Union's members or by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph.

This Agreement will apply only if Employer is current on all of the health and welfare contributions on behalf of individuals required by the collective bargaining agreement.

This Agreement can only be modified by a written amendment, signed by Employer and Union. No oral or written statements, promises, or course of conduct shall serve to modify the Agreement in any way. No practices or customs which may arise between Employer and Union shall modify this Agreement or affect its meaning in any way.

Metropolitan Exposition-Recreation Commission	Local 28, Theatrical State Employees of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada
By: Sheryl Manning	By: P A Morton
Date: 04/23/03	Date: 4/22/03

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LETTER of AGREEMENT
MERC and IATSE Local 28
Article II: Jurisdiction

MERC (Employer) and IATSE Local 28 (Union) agree to the following:

For the duration of the 2010 – 2013 Collective Bargaining Agreement, Article 2.5.2 is hereby amended in the case of Oregon Children's Theatre productions in the Newmark Theatre, in which case reduction of the minimums listed in Article 2.5.2 by one (1) Department Head shall be determined by the Employer after conferring with the Union.

For MERC:

_____
Joni Johnson Date
MERC Human Resources Manager

For IATSE Local 28

_____
Christopher "Radar" Batemen Date
Business Agent, IATSE Local 28

_____
Jim Burbach, Date
President, IATSE Local 28

M:\attorney\confidential\12 Personnel\01 Unions\04 IATSE 28\02 Bargaining\LETTER of AGREEMENT O.C.T. Oregon Childrens Theatre 112210.doc (NASS/lmh)

MERC

_____

Teri Dresler Date
MERC General Manager

_____

Joni Marie Johnson Date
Metro Venues Human Resources Manager

_____

Lori Leyba Kramer Date
PCPA Assistant Executive Director

_____

Tom Bugas Date
PCPA Assistant Operations Manager

_____

Bill Gardner Date
PCPA Stage Supervisor

IATSE LOCAL 28

_____

Chris Bateman
Date
IATSE Business Agent

_____

Jim Burbach Date
President, IATSE Local 28

_____

Michael Johnson Date
IATSE Local 28

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 11-02

For the purpose of approving a collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) Local 3580-1.

WHEREAS, the Commission's designated representatives for labor relations and the AFSCME 3580-1 designated bargaining representatives have negotiated in good faith with AFSCME 3580-1; and

WHEREAS, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached an agreement for a three-year collective bargaining Agreement; and

WHEREAS, the tentative agreement is subject to ratification by a vote of the Commission; and

WHEREAS, the Union membership duly ratified the tentative agreement on December 22, 2010; and,

WHEREAS, MERC staff believe that the tentative agreement is fair, reasonable, and in the public interest,

THEREFORE BE IT RESOLVED:

1. The Commission hereby ratifies the tentative agreement attached to this Resolution as Exhibit A.

2. The Commission hereby authorizes and directs the General Manager, or her delegate, to execute the collective bargaining agreement reflecting the terms of the tentative agreement on the Commission's behalf and forward that signed agreement to the Union for formal signing.

Passed by the Commission on January 5, 2011.

_____
Chair

_____
Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, Metro Attorney

By:_____

Nathan A. Schwartz Sykes, Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: FOR THE PURPOSE OF APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 3580-1

Resolution No. 11-02

Presented by: Joni Johnson, Metro Human Resources Manager

Date: January 5, 2011

Background and Analysis:

Bargaining started March 17, 2010 and continued through ten sessions. Tentative agreement was reached on the contract in August with the exception of the health insurance provisions. Discussion surrounding this article continued into the fall and final agreement was reached in early December. The provisions in this contract reflect a concerted effort to bargain consistent language across the six MERC contracts and the two Metro contracts. Standard language around management rights, protected leaves, and health insurance are part of this agreement.

RESOLUTION:

The major elements of the tentative Agreement are as follows:

Term of Agreement: July 1, 2010-June 30, 2013.

Wages: Please refer to the wages listed as "Attachment A" to the contract for specific wage rates. Upon approval of the contract by the Commission, and ratification of the contract by the union, wages will be increased 2.0% effective August 16, 2010. Effective July 1, 2011, wages will be increased 2.5% and effective July 1, 2012, wages will be increased 1.5%. A lump sum of $14,000 will be provided for a signing bonus. The Union will determine the method of disbursement and notify MERC.

Insurance: Previously, employees paid a composite rate for insurance with the amount capped at $1,106.00 for fiscal year 2010-2011. Effective July 1, 2011 Local 3580-1 members will move to tiered rates and a premium percentage contribution with Metro paying 94% and employees 6%. In the event premiums increase more than 12% in two consecutive years, the employees and Metro will split any costs above the increase in the second year. This change in insurance premium payments is consistent with Metro's overall strategy to maintain fiscal control on insurance costs while continuing to provide a competitive benefit program for employees.

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

- Article 11: Shift differential pay will increase 5 cents each year over the life of the agreement. During the first year, employees on swing shift will be paid $1.45/hour and graveyard shift $1.60/hour.

- Article 17: Clarification of call-in policy for sick leave time was negotiated so that management can apply the policy consistently.

- Article 25: New language is included in the contract that allows retention of some disciplinary documents in personnel files for an additional two years.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts for FY 10-11 and within parameters approved by the Commission.

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 11-02.

~~2007-2010~~

~~COLLECTIVE BARGAINING AGREEMENT~~

~~BETWEEN~~

~~METROPOLITAN EXPOSITION RECREATION COMMISSION~~

~~MERC~~

~~AND~~

~~AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 3580-1~~

~~A.F.S.C.M.E.~~

COLLECTIVE BARGAINING AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPALS EMPLOYEES

LOCAL 3580-1

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PREAMBLE

This Agreement is entered into by Metropolitan Exposition-Recreation Commission (MERC), hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees Local 3580-1 hereinafter referred to as the Union.

The purpose of this Agreement is to set forth the full and complete agreement between the Employer, and the Union on matters pertaining to rates of pay, hours of work, fringe benefits and conditions of employment, to promote efficiency in employee work performance, and to provide an equitable and peaceful procedure for the resolution of disputes in the interpretation and application of the terms of this Agreement consistent with the Employer's and the Union's mutual objective of providing ever improved services to the public.

This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability or Union Activity.

ARTICLE 1: RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive bargaining representative for all full-time or part-time utility personnel employed by MERC at the Oregon Convention Center, Operations Department, including Event Custodians as reflected in Exhibit A of this Agreement, excluding supervisors and confidential employees as defined by ORS 243.650(6) and (14), employees represented by other unions, office and clerical employees, guards and professional employees. The Employer also recognizes the Union as the exclusive representative for full-time Utility Maintenance Specialists employed by MERC at the Portland Metropolitan Exposition Center ~~Expo~~, excluding all other employees at that facility.

Section 2.

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

ARTICLE 2: DEFINITIONS

Temporary Employees: Temporary employees are not included in the bargaining unit. Temporary employees shall be defined as those employees working less than one thousand forty-four (1,044) hours per year in a twelve (12) month period from initial hiring, or any 12-month period thereafter. Temporary employees shall not be used to replace and/or diminish wages, hours or other conditions of employment of existing bargaining unit employees except during bona fide recruitment of permanent employees, leaves of absence, or short-term event driven work operations. Upon request from the Union, MERC agrees to provide a ~~montly~~ monthly listing of temporary employees and hours worked from hire date.

Contracting Out: In the event that a MERC decision to contract out work normally performed by bargaining unit members would result in the layoff of bargaining unit members, MERC shall provide the Union with sixty (60) days notice of its intent to contract out and shall, upon demand, bargain the impact of such a decision.

ARTICLE 3: MANAGEMENT RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management of MERC functions, direction and control of its workforce, facilities, properties, and activities. Rights of management shall include, but not be limited to: the right to direct the activities of the workforce, determine the level of service and method of operation and introducing new processes or procedures; hire, promote, demote, transfer, assign, reassign employees; discipline employees consistent with this Agreement; to lay off employees; schedule work; to complete performance evaluations; to classify, reclassify or merge positions as required; to make, publish and enforce rules and regulations, including personnel and work rules and policies that do not violate any specific provision of this Agreement.

ARTICLE 4: UNION SECURITY

Section 1.

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

Union. The employee shall furnish written proof to the Employer that this has been done.

Section 2.

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

Section 3.

The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to Oregon AFSCME Council 75 at its headquarters office as specified by the Union. The total amount of the monies deducted for regular union dues and fair share payments shall be transmitted to the Union within ten (10) calendar days after the payroll deduction is made. The performance of these services is at no cost to the Union.

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

ARTICLE 5: NO STRIKE OR LOCKOUT

Section 1.

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

Section 2.

If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 1 above to return to work.

ARTICLE 6: UNION REPRESENTATIVES

Section 1. Stewards

a) Within thirty (30) calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be update as necessary.

b) Upon prior notice to their immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.

c) No Steward will be eligible for overtime pay other premium pay or travel reimbursement as a result of carrying out Steward duties.

d) A Steward who comes to the worksite during their off duty hours to carry out Steward duties shall not be paid for such time.

e) Internal Union business shall be conducted by Stewards and employees during their non-duty time.

f) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.

Section 2. Union Staff Visits

Union Representative from AFSCME Council 75 will be allowed to visit work areas of employees during work hours regarding matters affecting their employment.

AFSCME Council 75 representatives shall be subject to normal building security requirements unless special arrangements are made. Such visits shall not interfere with employees' duties or interfere with building activities or events in progress.

Section 3. Union Meetings

Union representatives and employees shall be allowed to have prearranged Union meetings without the interruption of Management.

ARTICLE 7: MAINTENANCE OF STANDARDS

Section 1.

The Employer agrees that all conditions of employment established by its individual operations at Oregon Convention Center and ~~Expo~~ Portland Metropolitan Exposition Center which constitute an economic benefit to employees covered by this Agreement shall be maintained at no less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

Section 2.

This Article of the Agreement shall not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors shall be resolved through the grievance procedure.

ARTICLE 8: NON-DISCRIMINATION

Section 1.

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

Section 2.

If an employee complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, mental or physical disability, marital status, or political affiliation is brought to the Union for

processing, the Union will refer the employee to the MERC Human Resources Manager and notify the MERC Human Resources Manager of the complaint.

Section 3.

If any employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step ~~4~~ 3 of the grievance procedure with a copy to the Metro Human Resources Department. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 9: WORK SCHEDULES

Section 1.

The normal work schedule for full-time utility employees shall be forty (40) hours in a workweek with five (5) consecutive days of work and two (2) consecutive days off. Hours of work for part-time Event Custodians shall be determined by event requirements as they arise. Full-time Utility Maintenance Specialists at ~~Expo~~ Portland Metropolitan Exposition Center shall continue the current practice regarding work schedules.

Section 2.

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

a) Shifts and days off will be bid every six (6) calendar months for implementation each July 1st and January 1st.

b) When shifts and days off are bid, the employee shall identify in writing to their immediate supervisor the established designated shift the employee wishes to work. Shifts will be assigned based on the seniority of the employee as defined in Article 21 (Seniority), except as stated in subsection (a) above.

c) A newly hired employee on initial probation shall be placed on shifts according to operational and training requirements. Following three (3) months of service the employee will be allowed to shift bid at the next shift bid opportunity.

d) Shifts will be posted for bidding by November 1 or May 1, as appropriate. Shift bids will be completed by December 15 or June 15 as appropriate. An employee who does not sign up for a shift within a reasonable amount time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. The Chief Steward or designee, and the Director of Operations/Operations Manager, or designee, will agree what constitutes a "reasonable amount of time," after consultation with the employee. If the Chief Steward, or designee, and the Director of Operations/Operations Manager, or designee, do not agree, the Director of Operations/Operations Manager, or designee, will have the authority to make the decision to move the employee to the bottom of the list. Any employee who is moved to the bottom of the list during a shift bidding cycle will be restored to their appropriate seniority level for the next shift bidding cycle. If any employee refuses to sign up for a shift by December 15 or June 15, the Director of Operations/Operations Manager has authority to assign them to an available shift.

Section 3.

Work schedules shall be posted two (2) weeks in advance of the effective date of the schedule. An employee's work schedule may be changed to meet building or event needs with no less than twenty-four (24) hours prior notice.

Section 4.

Except in cases of emergency, all employees shall be provided with a fifteen (15) minute rest period during every four (4) hours worked. Rest periods normally shall be taken near the middle of each one-half (½) shift whenever feasible.

Section 5.

When employees voluntarily request a change in their work schedule and the Employer agrees, employees waive all premium pay and overtime that exceed eight (8) hours in a day, but do not waive overtime pay after forty (40) hours in a workweek.

Section 6.

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

Section 7.

Work hours assigned to employees shall not constitute a guarantee of hours of work per day or per week.

Section 8.

If an employee cannot report to work as scheduled, the employee must call the designated supervisor or message telephone number if the supervisor is unavailable, one (1) hour before their scheduled shift starts.

Section 9.

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

ARTICLE 10: OVERTIME

Section 1.

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

Section 2.

Employees will be compensated at the rate of one and one-half (1 ½) times their normal hourly rate of pay for time worked in excess of eight (8) hours in a day or forty (40) hours in a workweek.

Section 3.

Employees will receive payment for overtime worked in accordance with regular payroll procedures.

Section 4.

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

Section 5.

No overtime shall be worked without prior approval of the immediate supervisor or designee.

Section 6.

The Employer shall give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from all the employees currently working, and offer overtime to the volunteers in order of seniority beginning with the most senior employee. If there ~~are not a sufficient~~are an insufficient number of volunteers to work the needed overtime, the Employer shall assign the necessary number of employees to work overtime in reverse order of seniority.

Section 7.

Any full time employee called to return to work before the employee's next work shift and such call is after the employee has left the MERC premises at the end of their last shift, shall be paid for a minimum of three (3) hours at the rate of one and one-half (1 ½) times their regular rate.

Section 8.

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

ARTICLE 11: SHIFT DIFFERENTIAL PAY

Section 1.

Shift differential pay shall apply to all bargaining unit employees. For purposes of pay in this Article only, swing shift shall be defined as any shift that begins between the hours of 2:00 p.m. and 9:59 p.m. Effective with the date of the signing of this Agreement an ~~An~~ employee shall be paid $~~1.20~~ $1.45 per hour ~~beginning July 1, 2007; $1.30~~$1.50 per hour July 1, ~~2008~~ 2011and $~~1.40~~1.55 per hour July 1, ~~2009~~ 2012 for all hours worked on that shift.

For purposes of pay in this Article, graveyard shift shall be defined as any shift that begins between the hours of 10:00 p.m. and 4:59 a.m. An employee shall be paid $~~1.30~~1.55 per hour beginning ~~July 1, 2007~~effective with the date of the signing of this agreement; $~~1.40~~1.60 per hour on July 1, ~~2005~~ 2011 and $~~1.50~~1.65 per hour July 1, ~~2006~~ 2012 for all hours worked on that shift.

If an employee assigned to swing shift works one-half or more of graveyard shift hours as defined above, the employee shall receive the higher shift differential pay for the entire shift. An employee's initial shift differential pay rate shall be used in the computation of the overtime rate.

Section 2.

Shift differential pay shall be paid only for hours worked.

ARTICLE 12: WORK OUT OF CLASSIFICATION

An employee who is assigned for a limited period of time to perform the major distinguishing duties of a position in a higher classification for more than three (3) consecutive work days per occurrence shall be paid at the next step in their salary range or at the first step in the salary range designated for the higher classification if the employee is at the top of their salary range. When a work out of classification assignment is made that exceeds three (3) consecutive workdays, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

ARTICLE 13: SALARY ADMINISTRATION

Section 1.

~~Effective July 1, 2007, pay for bargaining unit employees shall be in accordance with Exhibit A of this Agreement. Effective July 1, 2008, the above rates shall be increased by three percent (3%).. Effective July 1, 2009, the above rates shall be increased in accordance with the Portland-Salem, OR-WA Consumer Price Index for all Urban Consumers (CPI-U) 1982-84 = 100) measured on the average annual year to year change, provided that the increase shall not be less than two percent (2%) or more than four percent (4%).~~

Effective August 16, 2010 wages will be increased 2.0%. Effective July 1, 2011 wages will be increased 2.5% and effective July 1, 2012 wages will be increased 1.5%.

A lump sum of $14,000 will be provided for a signing bonus. The Union will determine the method of disbursement and notify MERC.

Section 2.

Upon successful completion of initial probation, an employee shall move to the non-probationary pay rate for their classification.

Section 3.

To implement Exhibit A on the effective date of this Agreement, employees on initial probation on the effective date of this Agreement shall be paid the probationary pay step for their classification. Non-probationary employees shall be paid the pay rate

stated in Exhibit A for their classification. Employees hired after the effective date of this Agreement shall be paid at the probationary pay rate for their classification.

Section 4.

Standard paydays will be on the 10th and the 25th of each month or the immediately preceding business day in the case where a payday falls on a holiday or weekend.

Section 5.

MERC Management and the Union will meet and pursue in good faith a productivity-based incentive or gainsharing plan for bargaining unit employees by July 1, 2008. This program will be designed to motivate employees to exceed minimum performance expectations and improve employee involvement, teamwork, and promote efficiencies and effectiveness in the overall service of the Operations Departments of the Oregon Convention Center and the Expo Center. The Joint-Labor Management Committee created in Article 35 will be the venue for these discussions. The Committee shall schedule additional meetings for the sole purpose of discussion of the productivity-based incentive or gainsharing plan. Labor representatives shall be paid for attending those meetings. Any plans resulting from these discussions will not affect the agreement reached in Section 1 of this Salary Administration article. This Section (Section 5) shall not be subject to the provisions of Article 24, including but not limited to any grievance, arbitration or mediation provisions.

ARTICLE 14: INSURANCES

Section 1. **Joint Labor Management Committee**

A Metro Joint Labor Management Committee (JLMC) for health benefits ~~joint Labor-Mangement committee~~ comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. Metro shall make available to the committee current information regarding insurance premium rates and projected increases, as such information becomes available to Metro. ~~The committee shall meet to consider adjustments to benefits or coverage to stay below the specified employer contributions for each year of the Agreement. Each employee shall contribute the~~

~~remainder of the actual composite premium cost greater than the Employer contribution, if necessary.~~

~~A lawful meeting shall be comprised as provided in the Committee's by-laws. The Committee shall make recommendations to the Chief Operating Officer in an effort to keep health care costs under the amounts set forth in this Article.~~

The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make Plan modifications as necessary. ~~In the event that the parties do not agree, the union has the right to utilize the remedies available under ORS 243.698-243.722 including mediation and fact-finding.~~

Section 2. Benefit Eligiblity

All full-time regular status employees are eligible to participate in the Metro health insurance programs. Eligibility will begin on the first of the month following thirty days of employment.

Section 3. **Premium Sharing**

~~Effective July 1, 2007 MERC shall contribute an amount not to exceed $763.48 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.~~

~~Effective July 1, 2008 MERC shall contribute an amount not to exceed $801.65 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.~~

~~Effective July 1, 2009 MERC shall contribute an amount not to exceed $841.73 per full-time employee per month for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.~~

Beginning July 1, 2011 and throughout the duration of this Agreement, Metro shall contribute ninety-four (94%) of the insurance premium costs per plan and employees shall pay six percent (6%) of the premium costs per plan selected by the employee. These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

If any health insurance plan increases by more than twelve (12%) two years in a row, then Metro and the Union shall split the increase over twelve percent (12%) equally beginning with the second year.

Metro agrees to pay cash back at an amount not to exceed $150 per month to full-time regular status employees who provide proof of other medical coverage and who opt out of medical coverage through Metro. Metro shall determine the amount offered to employees for opt-out based on contracts with insurance carriers, financial considerations, and health insurance plan designs.

Health benefits will be funded to the limits listed. Should Metro choose to fund any other group at a high level, then such new level will be applied equally to this contract.

Section 3. Life, Long Term Disability, and Accidental Death & Dismemberment Insurance

Life ~~Insurance~~ insurance ~~,and Additional~~ d~~D~~ependent ~~Life~~ life, ~~and~~ accidental death and dismemberment, and long term d~~D~~isability coverages shall be provided to all employees who are health insurance benefit eligible and shall be maintained at current levels at no cost to the employee. ~~unless adjustments are made by the joint committee to keep medical, dental and vision costs below the cap for that coverage~~.

~~**Section 4.**~~

~~Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure or to reduce employees' out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management committee in Section 1 of this article.~~

~~**Section 5.**~~

~~Health benefits will be funded to the limits listed. Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.~~

ARTICLE 15: RETIREMENT

Employees shall continue to be eligible for participation in the Public Employee Retirement System PERS pursuant to the law. Full-time employees shall continue to have the Employer "pick-up" their required six-percent (6%) monthly contribution to the PERS.

ARTICLE 16: VACATION LEAVE

Section 1.

Except for Event Custodians, vacation leave with pay for full-time employees shall accrue at the rate shown below prorated on the total of compensable hours paid to the employee for hours worked, vacation, personal holidays, and paid sick leave:

Total Years of Service	Accrual Rate at 24 Pay Periods Per Year	Vacation Rate Per Year
0 through 4	3.34 hours	80 hours
5 through 9	5.00 hours	120 hours
10 through 14	5.84 hours	140 hours
15 through 19	6.7 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

Employees who have successfully completed the initial probationary period and have received a full-time appointment are eligible to take accrued vacation leave with pay.

Section 2.

Employees shall not accumulate more than two hundred and fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited. If an employee is close to reaching the 250-hour cap, the employee will schedule such time off pursuant to Section 4 of this Article.

Section 3.

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

Section 4.

The Director of Operations or their designee shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation requests shall be submitted through the employee's immediate supervisor and approved by the Director of Operations by means of the Kronos timekeeping system. Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

When an employee submits a request for vacation prior to having accrued a bank of hours sufficient to cover the proposed vacation, the request will be submitted in writing to the Operations Manager on an "Employee Leave Request Form." The employee is responsible for managing his or her accruals. If, at the actual time of the planned vacation, the accrual is not sufficient to cover the entire planned leave, the employee will determine which of the planned vacation days will not be taken as vacation, and will be worked by the employee and notify the Operations Manager. If the employee refuses to select dates that will not be taken as vacation, the Operations Manager will make the decision and inform the employee.

ARTICLE 17: SICK LEAVE

Section 1.

a.) Except for part-time Event Custodians, sick leave shall accrue at the rate of 4.33 hours per payroll period, or 104 hours per year, accrued in an unlimited amount. Sick leave shall not accrue during any period of leave without pay, or while receiving sick leave or industrial injury leave.

b.) Non-probationary employees who have used three or less days of sick leave will be allowed to cash out one-half of the sick leave they have accrued in the prior six month period up to a limit of 26 hours. The cash out option can be used at the end of each December and June.

Section 2.

~~An employee who meets any one of the following criteria may be deemed to be misusing sick leave.~~ Management will consider the following factors in determining if an employee is misusing sick leave.

a) Exhaustion of sick leave as quickly as it is accrued; or

b) Patterns of sick leave usage; or

c) Use of ~~thirty-two~~ forty (~~32~~40) hours or more of sick leave, in the preceding six (6) months; or

d) Use of sick leave in conjunction with regular days off, vacation, personal holidays, or holidays on two or more occasions within the preceeding one (1) year.

An employee who meets the above criteria as a result of a single incident of illness or injury, as evidenced by a physician's certificate, shall not be deemed to be misusing sick leave. ~~"Look back" for sections c and d of this article will not go further back than July 1, 2007.~~

Section 3.

An employee may use their accrued sick leave when temporarily unable to perform their work duties by reason of personal illness or injury, disability, medical or dental care subject to the limitations stated in this section and other sections of this Article. An employee may use up to four (4) sick leave hours to visit a physician for medical or dental care per visit. ~~In addition, where an employee's spouse, parent, domestic partner, child or other person for whom the employee is legal guardian becomes seriously ill, the employee will be permitted to use accrued sick leave hours.~~ The employee shall be required to submit a ~~doctor's~~ physician'scertificate for any absence of three (3) days or more within a period of five (5) consecutiveworking days cited above.

Section 4.

~~An employee must notify the supervisor on duty, or message telephone number if the supervisor is unavailable, of the nature and expected length of such absence at least one (1) hour before the start of the employee's shift.~~ An employee must notify their supervisor by phone or by leaving a message on the sick leave line. Notification must happen daily between the end of the previously scheduled shift and at least one (1) hour prior to the start of the next scheduled shift. Employees who are returning from a scheduled day off must provide the same notice.

If an employee leaves a ~~message~~message, they must speak with a supervisor immediately upon their return ~~provided that the supervisor is immediately available.~~ to work.

Examples of call-in times are listed below:

Shift	**Must call-in between**
6:00am – 2:30pm	**2:30 pm – 4:59pm**
8:00am – 4:30 pm	**4:30 pm – 6:59am**
4:00pm – 12:30am	**12:30am – 2:59pm**
11:00pm – 7:30am	**7:30 am – 9:59pm**
Enter maintenance worker's shift here	

From time to time, these shifts will be adjusted due to business needs. The same notification language listed above will apply.

Employees that notify their supervisor of an upcoming absence in writing and prior to the absence are not required to call in daily (e.g. scheduled surgery.)

Section 5.

An employee shall be entitled to use a maximum of four (4) consecutive work days' sick leave without a signed ~~doctor's~~ physician's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive work days' sick leave without a doctor's certificate.

Section 6.

Misuse of sick leave is subject to discipline pursuant to Article 25 of this agreement.

Section 7.

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, the Director of Operations, may require the employee to submit to a physical examination by a physician selected by the Employer. The cost of such examination shall be borne by the Employer and the information provided by the physician shall be limited to whether or not the employee is able to fully perform the duties of their position.

Section 8.

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

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

Section 9.

Full-time employees who use twenty-four (24) hours or less of sick leave within one (1) fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange for eight (8) hours of sick leave at the end of the fiscal year.

Section 10.

For purposes of establishing sick leave incentive as discussed in this article, union leave time will be treated as paid leave.

ARTICLE 18: HOLIDAYS

Section 1.

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

1. New Years Day	January 1
2. Martin Luther King Day	Third Monday in January
3. Presidents' Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	First Monday in September
7. Veterans' Day	November 11
8. Thanksgiving Day	Fourth Thursday in November
9. Christmas Day	December 25

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. If a full-time employee

works on a holiday as enumerated above, the employee shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.

In addition to the above holidays, employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before December 24 will receive sixteen (16) hours leave. An employee can use personal holiday hours in no less than four (4) hour blocks of time. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and are not compensable.

Event Custodians shall receive one and one-half (1 ½) times compensation for actual time worked on a holiday.

Section 2.

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

Section 3.

No employee shall receive holiday pay if the employee is absent for more than two hours of their scheduled workday either immediately preceding or immediately following the holiday unless they have applied to their supervisor in writing for approval for the time off within that pay period and it has been approved by the Director of Operations

Section 4.

Whenever one of the holidays listed in Section 1 of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs pursuant to Section 6 of this article or as mutually agreed.

Section 5.

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

Section 6.

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

Section 7.

MERC shall offer work available on holidays to volunteers. Employees interested in working the holiday will advise the employer of their desire to do so 72 hours prior to the holiday. If two or more employees volunteer within 72 hours prior to the holiday, the most senior will be selected. If there are no volunteers, the least senior non-probationary employee will be required to work.

ARTICLE 19: OTHER LEAVES

~~**Section 1. Parental Leave**~~

~~The Employer provides parental leave of up to twelve (12) weeks for eligible employees who have become parents. At the employee's discretion, the leave shall be paid from accrued vacation time or accrued sick leave, or be unpaid.~~

a) ~~The employee shall be entitled to take parental leave without being penalized for taking leave.~~

b) ~~When the employee returns from the leave, he or she must be restored to the former or an equivalent job, without loss of seniority. If the employee cannot be reinstated to the former or equivalent job because the Employer's circumstances have changed, the employee must be reinstated to any other position that is available and suitable.~~

c) ~~All employees who have completed ninety (90) days of service are eligible to request the leave.~~

d) ~~Employees have the option of using their accumulated leave balances during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accumulated balances, benefits will be continued as long as the leave is continued on paid status.~~

e) ~~Employees are entitled to a maximum of twelve (12) weeks unpaid parental leave. Such entitlement begins on the date of birth of the child, or on the date of the taking of physical custody of a newly adopted child.~~

f) ~~A request shall be submitted simultaneously to the Director of Operations and the Human Resource Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:~~

~~(1) The employee's intent to take parental leave beginning on a certain date more than thirty (30) days from the date of the request.~~

~~(2) The anticipated date of birth of the parent's child, or~~

~~(3) The anticipated date that the parent will obtain physical custody of a newly adopted child under six years of age, and~~

~~(4) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.~~

~~g) Failure to submit a written request in accordance with (1) above will be handled pursuant to the law applicable.~~

~~h) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated to an equivalent position or any other position that is available and suitable. Employees who do not return may be disciplined.~~

Section 1. Family Leave

All employees who have completed ninety (90) days of service are eligible to request and be granted Parental Leave upon the birth of a child or on the date of taking physical custody of a newly adopted child.

Employer shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act ("FMLA") and The Oregon Family Leave Act ("OFLA") and as designated in MERC's Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by 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 Rules will be incorporated into this Agreement.

During periods of leave covered by the FMLA/OFLA statutes identified above, eligible employees may use accrued or accumulated paid leave time, including sick, vacation, and personal holiday leave, prior to a period of unpaid leave of absence. The employee may choose the order in which to use their paid leave accruals during approved family leave time.

Section 2. Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of a full-time employee, the Director of Operations may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) calendar days, but not to exceed six

(6) months, must be approved by the Facility Director~~MERC General Manager~~. Requests for such leave must be submitted ten (10) working days before the first day of the requested leave unless there is an unforeseen emergency that is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

The employee may elect to continue insurance benefits; however, premiums for such extended benefits shall be paid by the employee. Any and all such extension of insurance benefits shall be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Section 3. Union Business Leave

Upon written request at least two (2) weeks in advance and subject to operating requirements, the Director of Operations shall grant leave without pay for conducting Union business for up to two (2) employees at any one time.

Section 4. Jury Duty

Upon the presentation of written documentation, full-time employees shall be granted leave with pay when called for jury duty or subpoenaed as a witness to attend court in connection with the employee's officially assigned duties subject to the following:

a) The employee granted such leave shall pay all money received except travel allowance, to the Employer

b) An employee on jury duty who is on other than a day shift and/or whose scheduled work days fall on weekend days may ~~shall~~ be temporarily assigned at the discretion of the Operations Manager based on the needs of the business.~~to day shift for the duration of jury duty~~. An employee, whose shift is temporarily changed, as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.

Section 5. Military Leave

~~A non-probationary employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed fifteen (15) days in any calendar year for his/her annual training requirement. Such fifteen (15) calendar day leave shall be granted without loss of pay, or other leave and without impairment of other rights or benefits to which he/she is entitled, providing the employee receives bona fide orders to active training duty for a temporary period and providing he/she returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. The employee shall provide the Employer with copies of their leave earnings statement. Such employees shall be entitled to the difference, if any, between their regular earnings and their military pay. If their military earnings exceed their regular earnings no payment will be made by the Employer. Leave without pay shall be allowed in accordance with the Oregon state laws for employees entering military service for extended or indefinite periods of active duty.~~

Military leave shall be available to employees under the terms and conditions of applicable federal and/or state law.

Section 6. Bereavement Leave

a) A full-time employee absent from duty by reason of the death of his or her spouse or domestic partner, parents, children, sister, brother, grandparents, grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or relatives of domestic partners that are equivalent to those in-laws or other household member shall be allowed not to exceed three (3) consecutive days of leave within 90 days of notification with pay. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick leave, personal holiday, or vacation hours at the employee's request. Employees will provide written notification to the Operations Manager of their request for bereavement leave within a week of their return to work.

b) If travel is required, two (2) additional days, chargeable to sick leave may be allowed upon approval of the Director of Operations.

c) A full-time employee may attend a funeral ceremony for a fellow employee in the Operations Department or Expo, whichever is applicable, with four (4) hours leave with pay to attend such funeral ceremony, subject to the Employer's operating needs.

ARTICLE 20: LAYOFF

Section 1.

Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer shall determine the number and classifications in which there will be a layoff. All full-time employees on initial probation within the bargaining unit classification selected for layoff shall be laid off before any layoffs of full-time non-probationary employees within the bargaining unit classification within the department. For purposes of this Article only, "department" shall be defined as:

a) Oregon Convention Center Operations Department

b) Expo

The term "department" means the department where a full-time employee is employed and fills a budgeted position in that department.

Section 2.

The layoff procedure shall occur in the following manner:

a) An employee shall be given thirty (30) calendar days notice of layoff in writing.

b) The least senior full-time employee shall be laid off by bargaining unit classification within their department.

c) An employee notified of pending layoff shall select one (1) of the following options and communicate such choice in writing to the Employer within ten (10) calendar days from the date the employee is notified in writing:

(1) The employee may demote to the lowest seniority position in their current bargaining unit classification or into a lower bargaining unit classification within the department in which they are currently employed for which they are qualified. To be qualified, an employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position after a brief orientation period, or,

(2) Elect to be laid off. An employee laid off shall be placed on the layoff list for the classification from which they were removed.

Section 3.

An employee who is on the layoff list shall have recall rights for three (3) years to a vacant position in the classification from which they were laid off and qualified to perform. It is the responsibility of the employee who has been laid off to notify and keep current their contact information with the Metro Human Resources Department in order to be recalled to a vacant position.

Section 4.

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

ARTICLE 21: SENIORITY

Section 1.

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

Section 2.

The following subsection shall only apply to full-time bargaining unit employees at the Convention Center.

a) Seniority shall be computed starting from an employee's initial date of hire or promotion into a bargaining unit classification at the Convention Center Operations Department. Seniority shall be defined as continuous service in a bargaining unit classification at the Convention Center Operations Department. Continuous service shall be defined as uninterrupted employment with the Convention Center Operations Department. If two (2) or more employees have equal seniority time, the tie shall be broken by the employee having the longest continuous service with MERC.

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

Section 3.

This subsection shall only apply to full-time Utility Maintenance Specialists at Expo. The definitions and applications of seniority shall apply as stated in Section 2 of this Article, except that continuous service shall be defined as uninterrupted employment at Expo and shall include employment with Multnomah County accomplished in accordance with the law.

Section 4.

An employee who is recalled from a layoff list from the Oregon Convention Center Operations Department or Expo, whichever is applicable, shall keep all seniority time accrued before the layoff and any uninterrupted employment thereafter.

Section 5.

All contractual rights under this agreement and seniority time shall be forfeited if an employee resigns, is terminated, retires, who does not return to work from a leave of absence, or is on the layoff list for more than three (3) years.~~twelve (12) months~~.

Section 6.

MERC will leave posted on designated bulletin boards at the Oregon Convention Center and Expo a seniority list of employees no later than July 20 and January 20 of each year. The Union will be sent a copy of the list. This subsection becomes effective on the signing of this Agreement.

ARTICLE 22: FILLING VACANCIES

All job opportunities that involve bargaining unit positions shall be posted for seven (7) calendar days in the Operations Department in order to give all employees an opportunity to apply for available vacant positions. Non-probationary employees shall have the opportunity to apply as internal candidates and be considered for vacant positions.

ARTICLE 23: NEW AND REVISED CLASSIFICATIONS

MERC shall notify the Union when creating a new classification-and, or substantially revising an existing bargaining unit classification that applies at the Oregon Convention Center or Expo, and that includes utility or maintenance duties. The Union shall have ten (10) calendar days to request negotiations on the wage rate for the new or revised classification.

The Employer will implement a wage rate for the new or revised classification. This wage rate shall remain in effect during the period of negotiations between MERC and the Union. If negotiations result in an increase in the wage rate, the increase shall be effective back to the date the new or revised classification was implemented.

ARTICLE 24: GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as any dispute regarding the meaning, application or interpretation of this Agreement. Where a particular article of this Agreement contains an alternate procedure for addressing disputes under that Article, that Article's procedure shall replace the procedure in this Article.

Section 2.

Employees, either alone or with a Union representative, and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level. If the issue is not resolved a grievance may be filed.

The following shall constitute the grievance procedure steps:

Step 1 – Operations Manager (Housekeeping and Set-Up, or Technical Services, as appropriate). An employee alone or accompanied by the Union shall file a written grievance with the appropriate manager within fifteen calendar days of the alleged violation or when the employee had first knowledge of such violation. The manager shall respond in writing to the grievance within fifteen (15) calendar days following receipt of the grievance.

Step 2 – Director of Operations. If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of Operations or designee at the Oregon Convention Center, or the Operations Manager at Expo, whichever is applicable, within ten (10) calendar days following receipt of the grievance.

Step 3 – Facility Executive Director. If the grievance has not been answered or resolved at Step 2, it may be presented to the Facility Executive Director or their designee within ten (10) working days from the date the Step 2 response is due or received. The Facility Executive Director shall respond in writing within ten (10) calendar days following receipt of the grievance.

Step 4 – Arbitration. A grievance that is not answered or resolved at Step 3 can be appealed to arbitration in writing by the Union. The Union shall notify MERC's Human Resources Director, or designee, within ten (10) ~~calendar~~ working days from the date that the Step 3 response was due, or received. All exhibits, lists of witnesses, and other related documents shall be presented to the other party.

Section 3.

After the grievance has been submitted to arbitration, either MERC or the Union will request the Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of the list, MERC and the Union shall select an arbitrator by mutual agreement or alternate striking of names with the Union proceeding with the first strike. The final name on the list shall be the arbitrator.

Section 4.

The arbitrator's decision shall be sent to MERC Human Resources ~~Director~~Manager, or designee, and the Union within thirty (30) calendar days from the close of the hearing and that such decision shall be final and binding. The arbitrator shall have no power to add to, alter, modify, amend or subtract from the Agreement or establish any new wage rates or pay ranges or establish new or revised existing class specifications. The losing party shall pay the cost of the arbitrator. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 5.

After receipt of the Step 4 response, MERC and the Union may mutually agree to take a grievance to mediation. The mediation shall be conducted by the Employment Relations Board Conciliation Division.

Section 6.

Time limits may be extended in writing by mutual agreement.

Section 7.

The grievance form to be used at all steps of this grievance procedure is attached as Exhibit B of this Agreement. Failure to use the official grievance form has no effect on the grievance; however, if an employee is unable to use a grievance form, any grievance statement shall contain the following:

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

ARTICLE 25: DISCIPLINE AND DISCHARGE

Section 1.

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

- Oral reprimand,
- Written reprimand,
- Demotion,
- Reduction in pay,
- Suspension, or
- Termination.

Section 2.

Disciplinary actions imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure as stated in Article 24 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

Section 3.

No employee shall be denied Union representation in any investigation that may result in disciplinary action or in meetings that involve disciplinary action provided the employee requests such representation.

Section 4.

A non-probationary employee whose pay is reduced, suspended without pay, demoted or terminated may appeal such disciplinary action directly to Step 4 of the grievance procedure within ten (10) calendar days from the effective date of the action. Any further written appeal beyond Step 3 (Facility Director or Facility Manager) shall follow the requirements and time frames outlined in Article 24 (Grievance/Arbitration Procedure).

Section 5.

The Union shall be sent a copy of an employee's disciplinary action that includes suspension, demotion, and reduction in pay or termination.

Section 6.

An employee whose suspension without pay or termination is rescinded by the Employer, shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment, or as mutually agreed upon. If an arbitrator rescinds a suspension without pay or termination, the arbitrator shall have the authority to fashion a remedy to the specific case.

Section 7.

Upon request of an employee, records of demotions, reductions in pay and suspensions shall be removed from the personnel file four (4) years from the date the material was entered provided that the employee has received no other disciplinary actions. Any lesser disciplinary action ~~reprimands~~ shall be removed ~~from an employee's personnel file after~~ two (2) years from the date the material was entered, provided~~, however,~~ that the employee has ~~taken corrective action and has~~ received no other disciplinary actions.

ARTICLE 26: PROBATIONARY PERIOD

Section 1.

The probationary period shall be considered a continuation of the examination process. Every full-time employee upon initial appointment or promotion shall serve a probationary period of six (6) full calendar months. The probationary period for part-time employees shall be a minimum of 400 hours. In the event that two or more employees are hired on the same date, their respective seniority rankings shall be determined by the applicant evaluation score. The employees' initial seniority ranking shall be maintained throughout the probationary period and will remain the employee's seniority ranking for purposes of Article 21.

Section 2.

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

Section 3.

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

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

Section 4.

An employee's probationary period shall be extended by the number of days an employee is on leave provided such leave exceeds ten (10) consecutive workdays. An employee's probationary period shall not otherwise be extended, except by mutual agreement. Any such agreement to extend an employee's probationary period shall not exceed three (3) full calendar months.

ARTICLE 27: INCLEMENT WEATHER

Upon determination by the Facility Director or designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close, and send staff home before the end of their assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled.

ARTICLE 28: SAFETY AND HEALTH

Section 1.

The Employer agrees to provide a safe and healthful workplace as required by law. The Employer also agrees to provide all uniforms, safety devices and clothing, tools and equipment required by the Employer for use by the employee. Each employee shall be required to wear such safety devices and clothing furnished by the Employer in compliance with applicable laws.

Section 2.

The Employer and the Union will continue to operate the Joint Labor Management Safety Committee in compliance with current Oregon law and administrative rules. The Employer shall continue the existing Convention Center Safety Committee in compliance with current law and regulations. One representative each from the swing and graveyard shifts shall meet on a monthly basis with the Chair of the Safety Committee, or designee, to review safety issues and concerns and to make recommendations to the Safety Committee. Union representatives will be paid for attending Safety Committee meetings. After each shift bid process, the Union will provide written notice to the Director of Operations of the representative from each shift.

Section 3.

The Safety Committee shall inquire and make recommendations to the Employer on all safety issues in the work area. Any employee who observes an unsafe condition or acts in the workplace shall promptly report the same to their supervisor. The supervisor shall promptly take appropriate action.

Section 4.

In accordance with OSHA regulations, employees will be provided with a health and safety orientation prior to beginning any new position and when new products, tools or equipment are introduced into the workplace.

Section 5.

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

Section 6.

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

ARTICLE 29: OUTSIDE EMPLOYMENT

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

(1) Create a conflict of interest with the employee's MERC duties, or

(2) Create an inability to perform employee's job duties at MERC.

B. Employees who engage in outside employment that is found to violate the above restrictions and who have failed to notify the Director of Operations of such employment shall be disciplined up to and including termination.

ARTICLE 30: BULLETIN BOARDS

The Employer shall provide the Union one-half (½) of the space on the bulletin board at the Operations Department Time Clock, one-half (½) of the space on the non-glassed bulletin board in the Operations Department Lunch Room and the bulletin board in the Expo Lunch Room for the posting of Union notices. The Union shall limit its posting of notices to such bulletin boards. All posting of notices on bulletin boards by the Union shall be signed and dated by the individual doing the posting.

ARTICLE 31: EMPLOYEE ASSISTANCE PROGRAM

The Employer shall provide an employee assistance program at no cost to the employee subject to approval of funding by MERC.

ARTICLE 32: PERSONNEL FILE

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

Section 2. All material in the official personnel file of any employee may be inspected by the affected employee. No material of an adverse nature may be used against an employee

unless entered in the official MERC file as described in subsection 1. An employee upon request shall have the right to view all material in the employee's personnel file.

Section 3. Demotions, reductions in pay and suspensions shall be expunged from the personnel file four (4) years from the date the material was entered provided that the employee has received no other disciplinary action. Any lesser ~~All~~ disciplinary ~~material~~ action shall be expunged from the personnel file two (2) years from the date the material was entered, provided that the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the four (4) or two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with subsection 2. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

Section 4. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in subsection 3. Such written record will consist only of the date of the reprimand and a brief one to two sentence statement of the reason for the reprimand.

ARTICLE 33: SAVINGS CLAUSE

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

ARTICLE 34: RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENT/UNDERPAYMENTS

Section 1. Overpayments

a. In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For

purposes of recovering overpayments by payroll deduction, the following shall apply:

1. The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

2. Where this process is utilized, the employee and Employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Employer shall implement the repayment schedule stated in sub (4) below.

4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves the Employer's service before the Employer fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

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

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

Section 2. Underpayments

a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Employer shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Employer shall correct any such underpayment made within a maximum period of two years before the notification.

b. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as lead work work out of classification pay, or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

ARTICLE 35: JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to provide input and recommendations to management. The Committee shall be comprised of four (4) Union members to be selected by the Union and four (4) management members to be selected by management. The Committee ~~shall begin meeting in November, 2004, and~~ will meet monthly ~~thereafter~~, to discuss problems between labor and management as they arise and as a means of increasing effectiveness, procedures, innovations and communication in Operations Department work. Union representatives will be paid for attending committee meetings.

ARTICLE 36: PARKING

Full-time OCC employees with a hire date of January 1, 2003 or later will pay $65.00 per month for parking in the OCC underground parking garage. Full-time OCC employees with a hire date of December 31, 2002 or earlier will pay $20.00 per month for parking in the OCC underground parking garage.

ARTICLE 37: PAST PRACTICES

Section 1. The parties recognize MERC's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement.

Section 2. MERC may change or issue work practices or rules covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

Section 3. Demand to Bargain. If the MERC Human Resources Manager believes that the subject change is a mandatory subject of bargaining, the parties shall meet within then (10) days of the Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the MERC Human Resources Manager believes that the subject changes is a permissive or prohibited subject of bargaining, the MERC Human Resources Manager shall inform the Union that MERC refuses to bargain the subject change within fifteen (15) calendar days of the Director of Human Resources' receipt of the demand to bargain.

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

ARTICLE 38: FULL AGREEMENT

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any other matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. MERC Personnel Policies will apply to all employees of MERC except if there is a conflict between MERC Personnel Policies and the contract, the terms of the contract will control.

ARTICLE 39: TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, ~~2007~~ 2010 until June 30, ~~2010~~2013, and it shall cease and expire on that date.

The Union will notify the Employer, not later than January 15, ~~2010~~2013, that it intends to reopen this Agreement for the purpose of negotiating all or part of this Agreement.

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

EXHIBIT "A"
METROPOLITAN EXPOSITION-RECREATION COMMISSION
AFSCME, LOCAL 3580-1 (UTILITY WORKERS) PAY SCHEDULE

Pay Range	Job Code	Classification	Prob Step	Reg Step
970	**8485**	Event Custodian	12.40	14.03
951	**8190**	Utility Worker I	14.51	16.35
952	**8500**	Utility Worker II	15.69	17.67
849	**8170**	Utility Maintenance Technician *	16.68	18.19
941	**8490**	Utility Grounds Maintenance	17.03	19.38
961	**8495**	Utility Lead *	18.39	19.25
950	**8175**	Utility Maintenance	18.99	21.40
962	**8300**	Utility Maintenance Specialist **	20.17	22.09
972	**8385**	Utility Maintenance Lead	21.74	22.92

* This classification is currently vacant.
** This classification shall be used only at Expo.

Effective: 08/16/2010
Revised: 11/18/2010
COLA: 2% (08/16/2010)

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

METROPOLITAN EXPOSITION RECREATION COMMISSION	AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3580-1
Teri Dresler, Director Visitor Venues	Issa Simpson
Joni Johnson, HR Manager	Michael Cutright
Karen Totaro, Assistant Executive Director	Daniel Pratuch
Ryan Thorpe, Director of Operations	Nelson "Trey" Brown
Paul Stanley, Manager Set-Up & Housekeeping	Robert Brown
Matthew Uchtman	
Darryl Jones, Set-up Supervisor	