Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Metropolitan Exposition Recreation Commission (MERC) agenda

Wednesday, July 1, 2026 **12:30 PM** **Zoom - https://us02web.zoom.us/j/81464909852**

1. Call To Order and Roll Call

2. Public Communication

Public comment may be submitted in writing. It will also be heard in person and by electronic communication (video conference or telephone). Written comments should be submitted electronically by emailing amy.nelson@oregonmetro.gov.Testimony on agenda and non-agenda items will be taken at the beginning of the meeting.

Those wishing to testify orally are encouraged to sign up in advance by either: (a) contacting Amy Nelson by phone at 503-314-2360 and providing your name and the agenda item on which you wish to testify; or (b) registering by email by sending your name and the agenda item on which you wish to testify to amy.nelson@oregonmetro.gov. Those wishing to testify in person should fill out a card located on the table directly outside the meeting room door.

Those requesting to comment virtually during the meeting can do so by joining the meeting using this link: https://us02web.zoom.us/j/81464909852 and using the “Raise Hand” feature in Zoom or emailing amy.nelson@oregonmetro.gov. Individuals will have three minutes to testify unless otherwise stated at the meeting.

3. Commission/Council Liaison Communication

4. General Manager Communications

5. Financial Update

5.1 MERC Finance Report MERC 26-63

Presenter(s): Ashley Sloan, MERC Finance Manager

Attachments: Financial Report
Financial Statement of Activity

6. Venue Business Reports

7. Consent Agenda

7.1 In Consideration of the May 6, 2026 MERC Meeting Minutes — MERC 26-64

Attachments: Meeting Minutes

8. Action Agenda

8.1 Resolution 26-05: For the purpose of ratifying the collective bargaining agreement with the International Longshore and Warehouse Union (ILWU) Local 28. — MERC RES 26-05

Presenter(s): Christina Longo, Director of Labor Relations

Attachments: Resolution 26-05
Res 26-05 Staff Report
Res 26-05 Attachment A

Resolution 26-06: For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1. — MERC RES 26-06

Presenter(s): Christina Longo, Director of Labor Relations

Attachments: Resolution 26-06
Res 26-06 Staff Report
Res 26-06 Attachment A

Resolution 26-07: For the purpose of approving the Portland Expo Center Scheduling Policy — MERC RES 26-07

Presenter(s): Cindy Wallace, Executive Director, OCC+Expo

Attachments: Resolution 26-07
Res 26-07 Staff Report
Res 26-07 Attachment A

Resolution 26-08: For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2026-27. — MERC RES 26-08

Presenter(s): MERC Chair Karis Stoudamire-Phillips

Attachments: Resolution 26-08

9. Presentations

Expo Future Project Update — MERC 26-65

Presenter(s):

Cindy Wallace, Executive Director, OCC+Expo
Layan Ammouri, Expo Future Project Manager

Attachments: Expo Future Project Update

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ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលពាក្យបណ្តឹងរើសអើងសូមចូលទស្សនាគេហទំព័រ www.oregonmetro.gov/civilrights។ បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1700 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ ថ្ងៃធ្វើការ មុនថ្ងៃប្រជុំដើម្បីអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក ។

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January 2021

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

Metro

Agenda #: 5.1

File #: MERC 26-63 **Agenda Date:**7/1/2026

MERC Finance Report

Ashley Sloan, MERC Finance Manager

Metropolitan Exposition Recreation Commission

Date: July 1, 2026

To: Commissioner Karis Stoudamire-Phillips, Chair
Commissioner Damien Hall, Vice Chair
Commissioner Deidra Krys-Rusoff, Secretary-Treasurer
Commissioner Chris Oxley
Commissioner Dañel Malán- González
Commissioner Dave Parulo
Commissioner David Penilton
Councilor Gerritt Rosenthal

From: Ashley Sloan, MERC Finance Manager

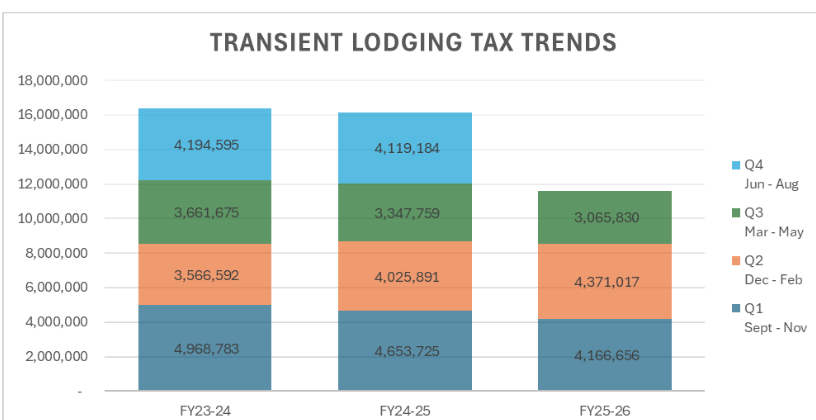
Subject: May 2026 Financial Update

Introduction

May reflected steady and seasonally typical event activity across all venues. Results at all three venues were strengthened by the annual receipt of VFTA funding, which provided a notable boost to monthly revenues. At P'5, strong performances from *Phantom of the Opera* improved the revenue outlook to align with prior year results. Expo continued its strong performance, now surpassing its annual revenue budget, supported by volleyball events. The OCC maintained stable operations with typical May activity, highlighted by the Joint Engineer Training Conference. While Transient Lodging Tax collections continue to trend modestly below prior year, overall financial performance remains stable, with expenses generally tracking at or below budget and year-end projections consistent with expectations.

Transient Lodging Tax

May 2026 Transient Lodging Tax (TLT) collections were 3 percent ($45,000) below collections in May 2025. Year to date collections are now 4 percent ($424,000) below the prior year, reinforcing the ongoing trend of softer performance.

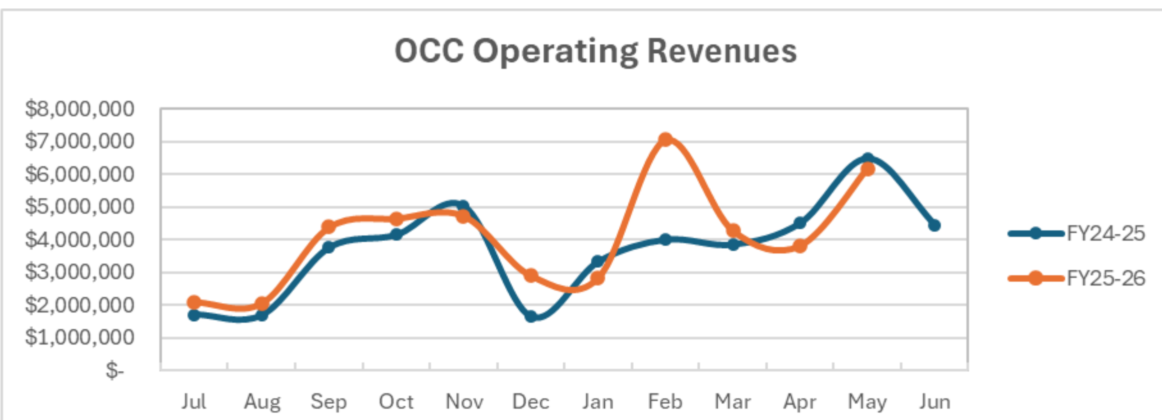


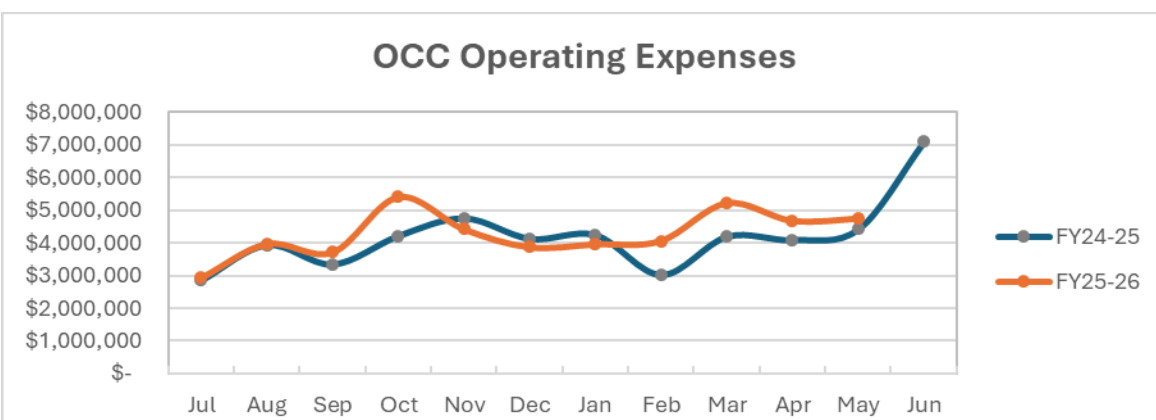
Oregon Convention Center

May results reflect another period of steady performance, with activity at levels typical for the season. The 2026 Joint Engineer Training Conference (JETC) and Expo was the largest event, generating 57 percent of total event revenue. As with the other venues, May revenue includes a significant boost from the annual VFTA transfer, with OCC receiving $2.2 million.

Year to date performance remains strong, with Charges for Services revenue already meeting the annual budget. However, Transient Lodging Tax and interest revenues continue to track below budget expectations. Expenses are at or below budget across all categories, supporting an overall stable financial position. Activity is expected to moderate heading into June and the summer months, and the outlook for the remainder of the fiscal year remains steady.

Highest Grossing Events	**Current Month Event Revenue**	**% of Event Revenue**
2026 Joint Engineer Training Conference (JETC) Conference and Expo	1,270,778	57%
Western Propane Trade Show & Convention 2026	219,610	10%
Providence Creating Hope Gala 2026	132,038	6%
38th Annual OAME Trade Show & Luncheon 2026	92,419	4%
All Other Events	518,936	23%
	$ 2,233,782	**100%**

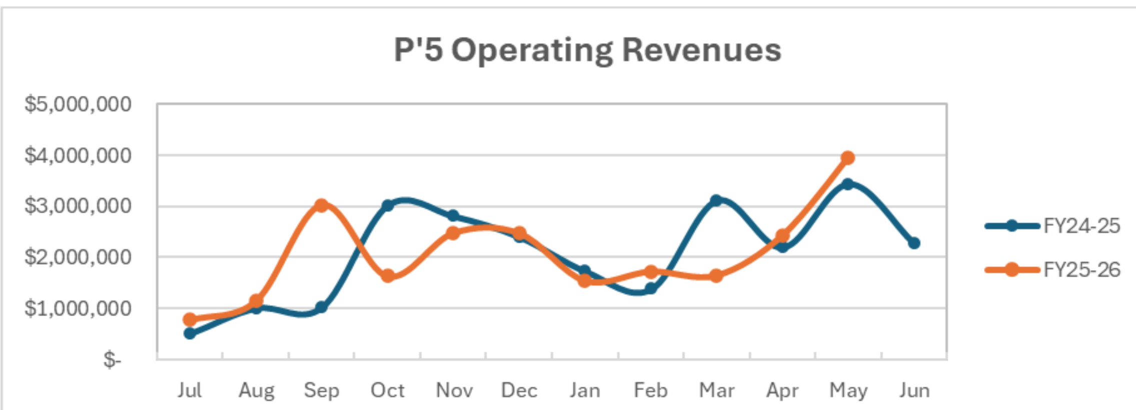


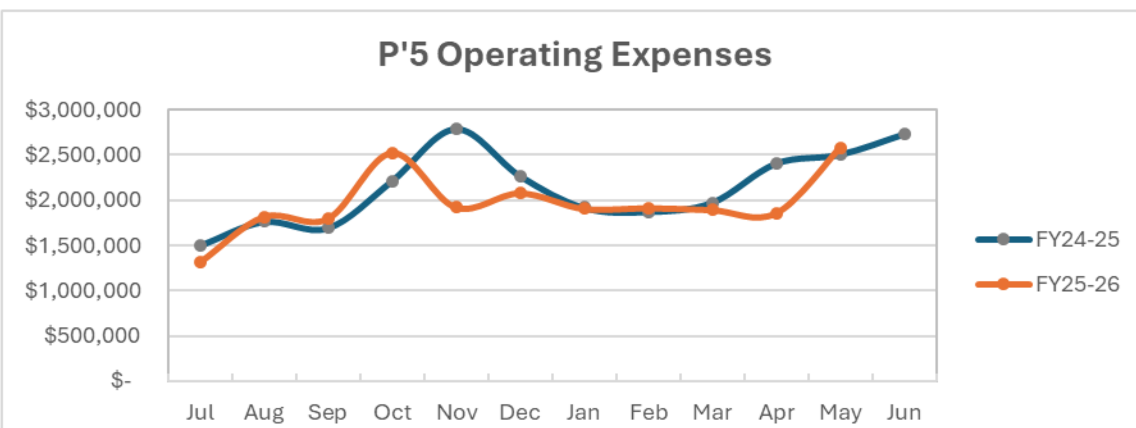


Portland'5

P'5 revenue results strengthened in May, driven by strong performance from *Phantom of the Opera*. As is typical, May revenue was also boosted by the annual receipt of VFTA funds totaling $684,000. Based on May results, the revenue forecast has improved and now anticipates ending the fiscal year in line with FY24-25, rather than 2 percent below prior year, as previously expected. Despite this improvement, revenue remains below budget, but lower expenses offset the shortfall.

Highest Grossing Events	**Current Month Event Revenue**	**% of Event Revenue**
The Phantom of the Opera	1,045,506	53%
Trey Anastasio	129,104	7%
The Last Dinner Party	85,316	4%
Classical #16 - Copland & Rachmaninoff	60,488	3%
All Other Events	660,046	33%
	$ 1,980,460	**100%**

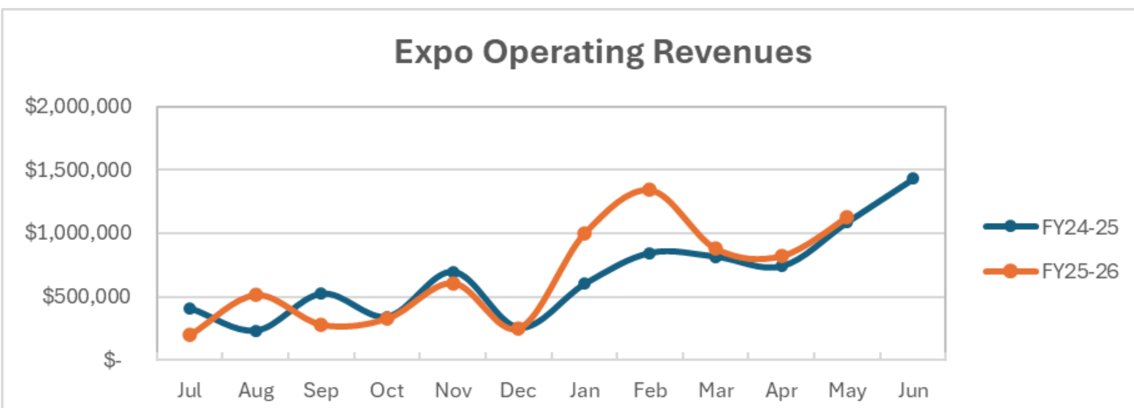


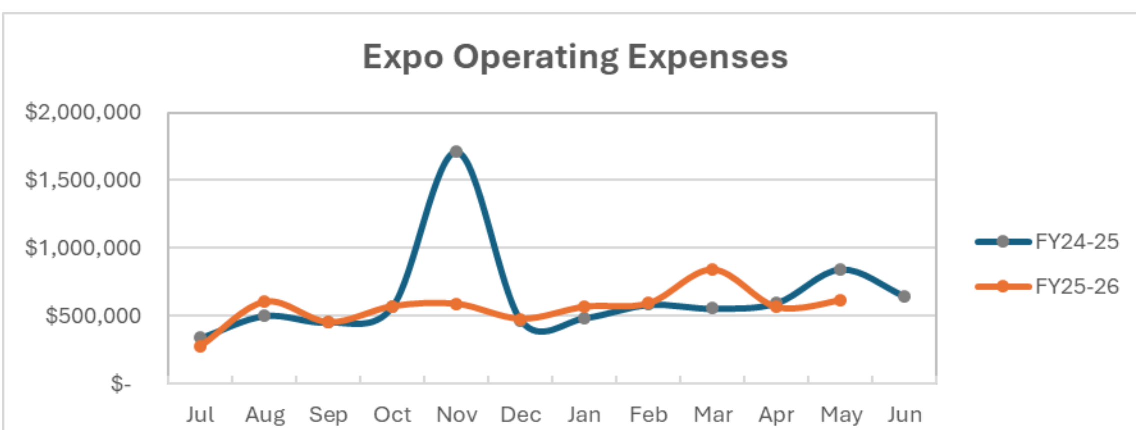


Portland Expo Center

Expo continued its strong performance in May and has now exceeded its revenue budget, driven by high-performing volleyball events. As with the other venues, May revenue also includes the annual receipt of VFTA funds, with Expo receiving $517,500. Even when adjusting for the Edlen electrical accounting change, which increased both revenue and expense by $450,000, Expo is performing at 98 percent of budget, reflecting solid underlying performance. Materials and Services expenses have exceeded budget, as anticipated, though this is partially offset by personnel savings. Even with elevated expenses, operating performance is expected to remain sufficient to cover costs, and Expo is not expected to require use of reserves.

Highest Grossing Events	**Current Month Event Revenue**	**% of Event Revenue**
CEVA Regional Tournament	$ 198,815	37%
Willamette Volleyball Classic 2026 Expo Site	$ 152,108	28%
CEVA Regional Volleyball Tournament	$ 48,799	9%
Oregon Tradeswomen's Career Fair	$ 39,554	7%
All Other Events	$ 97,756	18%
	$ 537,032	**100%**





MERC Capital Projects

OCC Capital Project
Status Report FY25-26

Project	Phase	Budget	Actual	Forecast	Notes
Safety MLK & Holladay Entrance	In Progress	200,000	122,939	200,000	
OCC Waterproof: Rain Garden	In Progress	35,000	40,936	40,000	
Electrical Vehicle Infrastructure	Contracting	200,000	101,558	200,000	
Integrated Door Access Controls & Door Replacement	In Progress	578,000	244,383	578,000	
Facility Condition Assessment	In Progress	500,000	422,971	500,000	
Holladay Lobby Exterior Door Threshold & Waterproofing	Design	198,000	72,215	150,000	
EST 4 Fire Alarm System Upgrade	In Progress	585,000	468,819	585,000	
Food & Beverage: Design & Projects	Design	575,000	21,123	50,000	Ginko Marketplace Front of House kicked off, will carry into FY27
Technology Office & MDF Space Renovation	Design	95,000	9,878	95,000	
Website Redesign & Drupal Platform	Complete	125,000	109,576	109,576	
F&B: Orbit Market Remodel	Complete	52,000	24,205	24,205	
Public Safety Front of House Programming	Complete	225,000	183,648	183,648	
Total		**3,368,000**	**1,822,249**	**2,715,429**	
% of Budget			*54%*	*81%*	

Portland'5 Capital Project
Status Report FY25-26

Project	Phase	Budget	Actual	Forecast	Notes
P5 F&B Levy Cap Investment	Planning	215,000	229	50,000	Carryforward into FY27
F&B Upgrade A Art Bar	Planning	-	-	-	
F&B Upgrade B Displays	Planning	-	-	-	
F&B Upgrade C Keller G&G	Planning	-	-	-	
Keller FOH Elevators Upgrade	Paused	250,000	115,676	250,000	
P5 Website - Drupal upgrade	Complete	250,000	198,797	200,000	
ASCH Rigging Upgrade	Planning	250,000	-	250,000	Carryforward into FY27
ASCH gas boiler replacements	Paused	-	-	-	
ASCH N Annex Air Supply Unit	Contracting	40,000	-	40,000	
ASCH Chiller Project	Contracting	150,000	-	10,000	RFP in progess, carries to FY27
ASCH Roof and Drains	Complete	715,000	564,129	564,129	
Newmark House PA Replacement	Complete	25,000	21,581	21,581	Carryforward from FY25
ASCH house lighting controls	Complete	245,000	206,350	206,350	Carryforward from FY25
Total		**2,140,000**	**1,106,762**	**1,592,060**	
% of Budget			*52%*	*74%*	

Expo Capital Project
Status Report FY25-26

Project	Phase	Budget	Actual	Forecast	Notes
Expo Sports Pivot	Design	2,000,000	81,628	2,000,000	Carryforward into FY27
Expo F&B Levy Cap Investment	Planning	478,537	336,809	478,537	
Total		**2,478,537**	**418,436**	**2,478,537**	
% of Budget			*17%*	*100%*	

MERC Statement of Activity
Oregon Convention Center
May 2026

OREGON CONVENTION CENTER

Benchmark -> 92%

	Current Month vs Prior Year Month			YTD vs Prior Fiscal Year			% of Annual Budget	
	May FY26	May FY25	% Var	July - May FY26	July - May FY25	% Var	FY26 Budget	% Budget YTD
Beginning Balance				**13,842,580**			**13,842,580**	
Operations								
Charges for Services	2,387,543	2,668,053	-11%	31,839,863	26,741,421	19%	31,262,121	102%
Food & Beverage	1,511,962	1,284,717	18%	18,291,129	13,306,368	37%	16,134,385	113%
Facility Rentals	238,318	456,745	-48%	4,344,158	4,516,289	-4%	5,800,184	75%
Audio Visual	188,264	180,201	4%	2,362,215	2,761,273	-14%	3,000,000	79%
Utility Services	96,474	228,558	-58%	1,796,397	1,597,216	12%	1,477,986	122%
Telecommunications	85,834	191,910	-55%	1,116,896	1,053,995	6%	1,115,000	100%
Parking Revenue	138,064	153,172	-10%	2,162,399	2,035,089	6%	2,400,000	90%
All Other	128,627	172,751	-26%	1,766,669	1,471,190	20%	1,334,566	132%
Local Government	3,774,792	3,780,936	0%	12,578,796	10,684,449	18%	17,087,690	74%
Lodging Excise Tax	1,565,292	1,571,436	0%	10,369,296	10,684,449	-3%	14,878,190	70%
VFTA	2,209,500	2,209,500	0%	2,209,500	-		2,209,500	100%
Interest Earnings	28,749	45,171	-36%	360,588	488,687	-26%	514,900	70%
Miscellaneous Revenue	(4,285)	6,261	-168%	73,062	89,548	-18%	9,000	812%
Transfers In	-	-		180,000	-		-	
Total Revenue	**$ 6,186,800**	**$ 6,500,422**	-5%	**$ 45,032,309**	**$ 38,004,105**	18%	**$ 48,873,711**	92%
Personnel Services	1,548,612	1,590,140	-3%	12,900,654	13,144,959	-2%	14,089,453	92%
Materials & Services	2,522,970	2,302,348	10%	26,631,725	24,242,003	10%	29,440,423	90%
CAP Transfers Out	672,197	528,487	27%	7,394,162	5,813,358	27%	8,066,359	92%
Total Expenditures	**$ 4,743,779**	**$ 4,420,976**	7%	**$ 46,926,541**	**$ 43,200,320**	9%	**$ 51,596,235**	91%
Net Operations	$ 1,443,021	$ 2,079,446		$ (1,894,232)	$ (5,196,215)		$ (2,722,524)	
Capital								
Capital Revenue	-	-		243,199	200,000		615,000	
Capital Expense	(347,480)	(625,970)		(1,838,929)	(3,723,095)		(3,664,250)	
Net Capital	$ (347,480)	$ (625,970)		$ (1,595,730)	$ (3,523,095)		$ (3,049,250)	
Change in Fund Balance	1,095,541	1,453,476		(3,489,963)	(8,719,309)		(5,771,774)	
Ending Fund Balance				**$ 10,352,618**			**$ 8,070,806**	

MERC Statement of Activity
Portland'5
May 2026

PORTLAND'5

Benchmark -> 92%

	Current Month vs Prior Year Month			YTD vs Prior Fiscal Year			% of Annual Budget	
	May FY26	May FY25	% Var	July - May FY26	July - May FY25	% Var	FY26 Budget	% Budget YTD
Beginning Balance				**4,973,120**			**4,973,120**	
Operations								
Charges for Services	2,445,055	1,913,594	28%	19,161,977	18,970,837	1%	22,982,626	83%
Food & Beverage	183,961	179,929	2%	1,582,556	1,707,578	-7%	2,043,218	77%
Ticket Services	995,499	676,134	47%	7,163,423	7,348,004	-3%	9,358,545	77%
Production Services	351,555	320,453	10%	3,098,179	2,998,038	3%	3,236,596	96%
Booking & Sales	264,734	325,887	-19%	2,514,522	2,548,631	-1%	2,665,509	94%
P5 Presents	212,626	27,222	681%	1,173,404	862,952	36%	1,439,000	82%
Admissions	150,627	195,574	-23%	1,640,053	1,674,466	-2%	1,941,187	84%
All Other	286,053	188,395	52%	1,989,840	1,831,168	9%	2,298,571	87%
Local Government	845,688	850,252	-1%	1,755,104	1,814,372	-3%	2,287,971	77%
Lodging Excise Tax	161,688	166,252	-3%	1,071,104	1,130,372	-5%	1,603,971	67%
VFTA	684,000	684,000	0%	684,000	684,000	0%	684,000	100%
City of Portland Contributions	603,318	587,626	3%	1,206,636	1,175,255	3%	1,206,637	100%
Interest Earnings	59,168	58,570	1%	502,076	617,062	-19%	291,050	173%
Miscellaneous Revenue	1,478	36,664	-96%	250,890	46,572	439%	260,190	96%
Transfers In	-	-		-	75,000	-100%	50,000	0%
Total Revenue	**$ 3,954,707**	**$ 3,446,705**	15%	**$ 22,876,683**	**$ 22,699,099**	1%	**$ 27,078,474**	84%
Personnel Services	1,576,322	1,376,012	15%	11,008,362	11,499,985	-4%	12,719,377	87%
Materials & Services	635,778	825,319	-23%	6,509,654	8,075,615	-19%	9,379,629	69%
CAP Transfers Out	371,206	302,121	23%	4,083,269	3,323,329	23%	4,454,475	92%
Total Expenditures	**$ 2,583,307**	**$ 2,503,452**	3%	**$ 21,601,285**	**$ 22,898,929**	-6%	**$ 26,553,481**	81%
Net Operations	$ 1,371,400	$ 943,253		$ 1,275,398	(199,830)		$ 524,993	
Capital								
Capital Revenue	150,000	-		223,968	1,024,374		400,000	
Capital Expense	(11,468)	17,386		(1,471,848)	(4,931,130)		(2,390,000)	
Net Capital	$ 138,532	$ 17,386		$ (1,247,880)	$ (3,906,756)		$ (1,990,000)	
Change in Fund Balance	1,509,932	960,638		27,518	(4,106,586)		(1,465,007)	
Ending Fund Balance				**$ 5,000,638**			**$ 3,508,113**	

MERC Statement of Activity
Expo
May 2026

EXPO

	Current Month vs Prior Year Month			YTD vs Prior Fiscal Year			% of Annual Budget	
							Benchmark ->	92%
	May FY26	May FY25	% Var	July - May FY26	July - May FY25	% Var	FY26 Budget	% Budget YTD
Beginning Balance				**661,660**			**661,660**	
Operations								
Charges for Services	587,681	565,818	4%	6,537,716	5,932,156	10%	5,934,690	110%
Food & Beverage	59,284	67,084	-12%	503,242	567,402	-11%	627,146	80%
Facility Rentals	154,463	162,255	-5%	1,726,637	2,018,102	-14%	1,868,788	92%
Parking Revenue	255,301	227,911	12%	2,320,247	2,070,814	12%	2,011,614	115%
Ticket Services	72,406	37,517	93%	750,663	463,243	62%	446,918	168%
All Other	46,227	71,052	-35%	1,236,926	812,595	52%	980,224	126%
Local Government	517,500	517,500	0%	517,500	517,500	0%	517,500	100%
VFTA	517,500	517,500	0%	517,500	517,500	0%	517,500	100%
Interest Earnings	10,639	1,136	837%	54,153	19,865	173%	50,000	108%
Miscellaneous Revenue	9,474	4,865	95%	196,722	63,756	209%	91,500	215%
Transfers In	2,500	-		27,500	-		430,000	6%
Total Revenue	**$ 1,127,794**	**$ 1,089,319**	4%	**$ 7,333,591**	**$ 6,533,277**	12%	**$ 7,023,690**	104%
Personnel Services	274,662	554,021	-50%	2,157,799	2,881,952	-25%	2,592,164	83%
Materials & Services	255,290	212,672	20%	3,054,312	2,341,745	30%	2,379,757	128%
CAP Transfers Out	85,457	78,874	8%	940,031	1,887,157	-50%	1,025,488	92%
Total Expenditures	**$ 615,409**	**$ 845,567**	-27%	**$ 6,152,142**	**$ 7,110,854**	-13%	**$ 5,997,409**	103%
Net Operations	$ 512,385	$ 243,751		$ 1,181,449	$ (577,577)		$ 1,066,281	
Capital								
Capital Revenue	-	-		2,200,000	-		2,818,537	
Capital Expense	(26,097)	(5,147)		(423,326)	(1,547,319)		(2,778,537)	
Net Capital	$ (26,097)	$ (5,147)		$ 1,776,674	$ (1,547,319)		$ 40,000	
Change in Fund Balance	486,288	238,604		2,958,122	(2,124,896)		1,106,281	
Ending Fund Balance				**$ 3,619,782**			**$ 1,767,941**	

Agenda #: 7.1

File #: MERC 26-64 **Agenda Date:** 7/1/2026

In Consideration of the May 6, 2026 MERC Meeting Minutes

Meeting Minutes

Meeting details:

Meeting: Metropolitan Exposition Recreation Commission Meeting

Date: May 6, 2026

Time: 12:30pm - 2:30 pm

Place: Oregon Convention Center Room F150 | Zoom

Commissioners present:
Chair Karis Stoudamire-Phillips, Damien Hall, Deidra-Krys-Rusoff, Dañel Malán-González, Chris Oxley, David Penilton and Dave Parulo

Commissioners excused:

Call to Order and Roll Call
Chair Stoudamire-Phillips called the meeting to order at 12:32pm

Public Communication

- None

Commission / Council Liaison Communication

- Commissioner Pendleton acknowledged the loss of Travel Portland team members
- Commissioner Parulo noted National Travel and Tourism Week and highlighted the importance of tourism economic impact data from Travel Oregon
- Councilor Rosenthal recognized the Missing and Murdered Indigenous Women Day event; shared the Vision 50 survey closes May 15; the zoo pavilion redesign is underway, and parking remains a major issue
- Chair Stoudamire-Phillips called for interest in serving in a MERC Officer role for upcoming term

Financial Update
Ashley Sloan, MERC Finance Manager, presented an update on venues financial performance noting March activity has normalized after strong February events.

- Transient Lodging Tax (TLT) is down 19% year-over-year for March
- Forecast revised to 3% below prior year
- OCC revenue is up 20% year-to-date (+$5.8M)
- Portland’5 revenue is slightly behind due to prior-year comparisons
- Expo revenue is up 14% year-to-date. Expenditures exceed budget but are offset by gains
    - Commissioner Krys-Rusoff voiced concern over declining TLT and sustainability of venue funding models. The finance team is adjusting forecasts monthly and closely monitoring trends
    - Councilor Rosenthal asked if lower hotel rates or reduced occupancy contribute to the TLT decline
    - Sloan affirmed both factors contribute

Attachment:
[Financial Report]
[Financial Statement of Activity]

General Manager Communications
Craig Stroud provided an update on:

- FY27 budget presented; no major changes expected
- Sport Oregon gala and Travel Portland awards events highlighted
- Expo Future Vision updates:
- Memorialization planning ongoing
- Hall A structural feasibility review completed (separation feasible but costly)
- Sports “365 model” under study

  - Commissioner Oxley asked if the analysis would include relocation or elimination of current Expo users
  - Stroud responded yes, the analysis will include which events can relocate to OCC or other spaces, financial impacts to Expo and clients, and community access improvements. A likely recommendation could advise Hall E for select trade shows, and a majority use for year-round sports for a balanced approach between revenue and community value
  - Commissioner Oxley asked if the analysis would include financial, regional economic, and community use impact
  - Stroud responded yes, the financial and economic impacts will be quantified, and community impacts described qualitatively where needed
  - Commissioner Krys-Rusoff asked how the lost revenue from increased community use will be addressed
  - Stroud acknowledged the need for broader funding strategies and emphasized need for regional investment and support
  - Commissioner Pendleton asked how community will be informed about the phased implementation
  - Stroud shared that the communication strategy will be prioritized and community engagement is ongoing
  - Commissioner Malán-González asked if Cirque du Soleil parking conflicts will be an issue
  - Stroud responded that no significant risk is expected but back up options at Port of Portland Terminal 6 parking and Portland International Raceway overflow were identified

Venue Business Reports

<u>Portland’5 Centers for the Arts</u>
Rachael Lembo, Executive Director, provided the following updates:

- Booking & programming: Northwest Children’s Theatre returning, Music on Main (July–Aug) and P5 Presents shows performing well
- Website redesign receiving positive feedback and accessibility testing underway with Center for Accessible Technology
- Security & operations: Public safety leadership transition to internal P5 team, Derek Bliss remains through transition

- Governance transition: City received 9 RFI submissions; Interest includes local, regional, national operators
- Many expect city to fund deferred maintenance
- Strong interest indicates positive outlook for future
    - Commissioner Krys-Rusoff asked in Lembo was involved with the RFI evaluation
    - Lembo responded that the P5 Executive Committee reviewed RFIs and provided input and no formal selection process yet as City will determine next steps

<u>Oregon Convention Center and Portland Expo Center</u>
Craig Stroud, General Manager, provided the following updates:
OCC:
- Event highlights: International Mass Timber with 3,500 attendees and Career Expo with 5,500 students
- Capital/operations: Ginkgo Marketplace converting to grab-and-go, waterproofing repairs underway, and safety bollards project near completion

Expo:
- Event highlights: RV Show: 8,800 attendees and Roadster Show: 10,200 attendees
- Sports 365 work continues with testing sport flooring materials and a site visit to comparable facility
- Client and staff surveys launching to improve communication, pricing, and event execution
    - Commissioner Parulo asked if the Ginkgo Marketplace be cashless
    - Stroud responded yes, it will be a scan-and-go model like Orbit Marketplace
    - Commissioner Parulo asked if safety was reviewed due to a recent incident
    - Stroud responded no, current work stems from earlier safety audit

Consent Agenda
- **Consideration of the April 1, 2026, MERC Meeting Minutes**
  This item was approved

  Attachment: [Meeting Minutes]

Oregon Sports Tourism Economy Report
Matt Reed, Chief Operating Officer, Sport Oregon presented a statewide sports tourism study for spectator sports
Key findings (2024):
- $1.7B total economic output
- 8,700 jobs
- 4M attendees
- $300M+ in non-local spending

Focus areas: Professional teams, D1 colleges and one-off events
Study intentionally conservative; Participatory sports not yet included
- Commissioner Penilton asked about the focus on non-local visitors
- Reed noted it reflects new money entering the economy

- Commissioner Penilton asked what share of the national market Oregon could expect to capture
- Reed responded that it is not yet determined and the study is a baseline for future benchmarking
- Councilor Rosenthal asked if the study included merchandise sales
- Reed responded that they are likely embedded in the spending assumptions, but they were not isolated
- Commissioner Parulo asked how long the research phase of the study took
- Reed replied about 12-16 months
- Commissioner Parulo asked if the study will be repeated
- Reed shared yes, a short term follow up is planned with a 2–3-year cadence
- Commissioner Krys-Rusoff was surprised to find Oregon was listed higher than Washington and Lane County listed higher than Multnomah
- Reed noted he couldn't speak directly to the specifics, but noted differing rates, and sports percentage compared to a lower GDP, among other factors

Attachment: Oregon's Sport Economy Impacts Report

Travel Portland Quarterly Report
Presented by: James Jessie, Chief Operating Officer and Angela Nelson, VP of Equity and Partnerships

- Market & Booking Trends:
  strong future bookings in 2028–2030; short-term bookings still lagging; OCC revenue expected to meet projections
- Hotel Market:
  Occupancy below 60%; lower room rates due to competition; need to increase compression via conventions
- Sales & Strategy:
  Heavy focus on trade shows and sales missions; incentive programs driving bookings; service satisfaction scores remain high
- EDI & Marketing:
  Women in Hospitality Forum launched; 700+ completions of certification program
- Dining Month:
  128 restaurants participated, $1.16M reported revenue; staycation promotion ongoing; influencer and cultural marketing expanded

  - Commissioner Krys-Rusoff asked if airfare prices are impacting attendance
  - Jesse replied not significantly but flight availability is a larger issue
  - Commissioner Pendleton asked what is limiting convention recovery
  - Jesse noted lack of nearby amenities and increased competition from other cities with new development
  - Commissioner Parulo asked if the promos offered have been effective
  - Jesse responded yes, there is strong demand and around 30,000 room nights are anticipated
  - Commissioner Krys-Rusoff asked if shuttles could be coordinated to connect visitors to neighborhoods

- Jesse responded that light rail passes are already provided, and neighborhood promotion is in place. Shuttles are less desirable to planners

Attachment: [Travel Portland 3rd Quarter 2025-26 Report]

Adjourn

There being no further business, Chair Stoudamire Phillips adjourned the meeting at 2:26 p.m.

- *Minutes submitted by Amy Nelson*

File #: MERC RES 26-05 **Agenda Date:** 7/1/2026

Resolution 26-05: For the purpose of ratifying the collective bargaining agreement with the International Longshore and Warehouse Union (ILWU) Local 28.

Christina Longo, Director of Labor Relations

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 26-05

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

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

WHEREAS, the parties have reached an agreement for a three (3) year collective bargaining agreement for employees of the Oregon Convention Center and a one (1) year agreement for employees of Portland'5 Centers for the Arts; and

WHEREAS, the Union membership ratified the collective bargaining agreement on June 23, 2026; and

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

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

1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.

2) Authorizes and directs the General Manager of Visitor Venues to execute the collective bargaining agreement and forward it to the Union for signature.

Passed by the Commission on July 1, 2026.

Approved as to form: Carrie MacLaren, Metro Attorney	______________________________ Chair
By:______________________________ Nathan A. S. Sykes, Deputy Metro Attorney	______________________________ Secretary/Treasurer

MERC STAFF REPORT

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

Resolution No.: 26-05 **Presented by:** Christina Longo, Director of Labor Relations

Date: July 1, 2026

Background and Analysis:

The MERC – ILWU 28 collective bargaining agreement represents a contract of the terms and conditions of employment for public safety agents and medical technicians. These employees support the MERC venues by providing 24/7 security and first response medical assistance for OCC and Portland'5. The current collective bargaining agreement between MERC and ILWU 28 expired on June 30, 2026.

On September 9, 2022, both parties agreed on a one-year contract extension which included agreement on current and future wages, vacation rates of accrual, PERS pick up. Management committed to an independent assessment of public safety needs at OCC.

Management entered into a discussion with the Union on March 26, 2026 to renew the contract. Negotiations continued in an efficient and productive manner and bargaining concluded on June 10, 2026. ILWU 28 membership overwhelmingly ratified this agreement on June 23, 2026.

This staff report and resolution are respectfully submitted to ratify the contract between ILWU 28 and MERC/Metro for the period July 1, 2026 through June 30, 2029 for employees of the Oregon Convention Center which includes a one-year agreement, from July 1, 2026 to June 30, 2027 for employees of Porltnad'5 Centers for the Arts. This agreement contains the following key economic elements:

<u>Wages</u>

Annual Adjustments for all job classifications:

a. Effective July 1, 2026, wages will be increased by 2.96% for all employees.
b. Effective July 1, 2027 and July 1, 2028, wages for employees of OCC, , we will adjust the straight time rate of pay by a percentage equal to the percentage change in the CPI-U, West – Size Class A, Second Half (July-Dec) of the previous 2 years, minimum 2.0%, maximum 5.0%.

<u>Other provisions</u>

a. Implemented Metro's Equal Pay Act including language changes to maintain compliance with the Act.
b. Seniority is now calculated by hours worked, no longer calendar days. This benefits employees who work more hours.
c. All employees now get shift differential, not just full-time employees.
d. Overtime is calculated on the forty-hour workweek. It is no longer daily overtime.

<u>Renewal</u>

Terms of Agreement will automatically renew for employees of OCC if neither party gives notice to renegotiate.

Short range fiscal impact: There is sufficient budget allocation in the FY 2026-2027 Budget to accommodate the proposed contract changes.

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

Recommendation: Recommend approval of Resolution No. 26-05 which states the MERC Commission approves ratification of the contract.

Exhibit A to Resolution #26-05

COLLECTIVE

BARGAINING

AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

and

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION

ILWU Local 28

Effective ~~July 1, 2022 – June 30, 2025~~
July 1, 2026 – June 30, 2029

Contents

PREAMBLE

This agreement is entered into by the Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, hereinafter referred to as the Employer; and the International Longshore and Warehouse Union Local 28, 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 will 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 veteran's status or any other class protected by law.

Except as otherwise provided by law, the parties agree as follows:

ARTICLE 1: RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive bargaining representative for the following classifications employed by the Employer: all full-time regular ~~Facility Security~~Public Safety Agents, all Lead ~~Facility Security~~Public Safety Agents, all Relief ~~Facility Security~~Public Safety Agents; and all Medical Technicians.

Section 2.

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

ARTICLE 2: DEFINITIONS

~~Probation: Probationary employees work at the will of the Employer and may not invoke the grievance procedure in this Agreement.~~

~~Temporary: Temporary employees are provided by an outside agency and are excluded from the bargaining unit. A temporary employee's period of employment will be restricted to no more than 1,040 hours in any calendar year.~~

~~Subcontracting: Nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety calendar day advance notice period.~~

~~Full-Time~~Public Safety Agent or Lead Public Safety Agent: A position which is designated as full-time in the adopted Employer budget, and which typically consists of forty (40) hours per week in a single classification. However, nothing in this Agreement will be construed as a guarantee of hours worked per week or per day.

Full-time employees refer to those employees who are filing one full-time position (i.e., Lead ~~Facility Security~~Public Safety Agent, Full Time ~~Facility Security~~Public Safety Agent). These full-time employees are entitled to pay, insurance, vacation, sick leave, other leaves, holidays and retirement as described in this Agreement.

~~Variable Hour:~~ Relief ~~Facility Security~~Public Safety Agents and ~~Variable Hour Medical Technicians~~ are scheduled on an on-call basis to relieve or supplement Full-time ~~Facility Security~~Public Safety Agents to meet facility or event needs.

Medical Technician: Medical Technicians are scheduled on an event driven basis to meet facility or events needs. Medical Technicians do not work at Portland'5 Centers for the Arts.

Probation: Probationary employees work at the will of the Employer and may not invoke the grievance procedure in this Agreement.

Subcontracting: Subcontracted support is provided by an outside agency and are excluded from the bargaining unit. Nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety calendar days' advance notice of such contemplated change and provide the

Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety-calendar-day advance notice period.

ARTICLE 3: MANAGEMENT RIGHTS

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

A. Determining Employer's mission, policies, and all standards of service offered to the public and other local governments;

B. Planning, directing, controlling and determining the operations or services to be conducted by employees of Employer;

C. Determining the methods, means, number of personnel needed to carry out any department's mission;

D. Directing the work force and issuing or changing work orders and rules;

E. Hiring and assigning or transferring employees within or between departments;

F. Promoting, suspending, disciplining or discharging, consistent with this Agreement;

G. Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;

H. Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining, including issuing rules over subjects which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement;

I. Introducing new or improved methods, equipment or facilities;

J. Completing performance evaluations of employees as required; and

K. Classifying, reclassifying or merging positions as required.

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

ARTICLE 4: UNION SECURITY

Section 1.

Employees covered by this Agreement will have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignations of membership will be handled solely by the Union. The Employer agrees to remain neutral with respect to an employee's decision about union membership and payroll deduction. The Employer agrees to direct to the Union, all communications from employees regarding union membership or union payroll deduction.

Section 2.

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 will be transmitted monthly to ILWU, Local 28 at its headquarters office as specified by the Union. The total amount of the monies deducted for regular union dues will be transmitted to the Union within ten 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, provided the Employer notify 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 Employer. During the term of the Agreement neither Employer nor its agents for any reason will authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 2.

If any work stoppage, slowdown, or strike will take place, the Union agrees to immediately notify any employees, engaging in such activities, to cease and desist and to publicly declare that such 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 calendar days from the signing of the Agreement, the Union will notify the Public Safety Manager in writing of the names of two elected Stewards per job classification in the bargaining group. The list will be updated as necessary.

b) Upon prior notice to their immediate supervisor, a Steward will 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 or employee's duties, the direct supervisor will, within 72 hours, arrange a mutually agreeable time for the requested activity. An additional steward may attend for the benefit of training and education of new stewards, provided the Employer, the union, and the union employee agree to such conditions.

c) No Steward will be eligible for overtime pay, other premium pay, or travel reimbursement from Employer 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 will not be paid for such time.

e) Internal Union business will be conducted by Stewards and employees during their non-duty time. This in no way limits an employee from having Union representation present during investigatory meetings that may result in disciplinary action provided the employee requests such representation.

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

Section 2. Union Staff

With prior notice to the supervisor, union representatives from the ILWU will be allowed to visit work areas of employees during work hours regarding matters affecting their employment. The ILWU representatives will be subject to normal building security requirements unless special arrangements are made. Such visits will not interfere with employees' duties or interfere with building activities or events in progress.

Section 3. Union Leave

Union-designated employees may be allowed time off to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the Employer. The employees may use accrued compensatory time, personal holiday, vacation leave, or leave without pay. Employees shall provide their immediate supervisor with at least five (5) working days written notice of the need to perform the activities listed above prior to the time at which the activities will be performed. Employee requests shall not be unreasonably denied and approval of release time may be contingent upon the ability of the Employer to maintain operations or other business needs.

ARTICLE 7: MAINTENANCE OF STANDARDS

Section 1.

The Employer agrees that all conditions of employment established by its individual operations at the Oregon Convention Center, Portland'5 Centers for the Arts, and Portland Expo Center which constitute an economic benefit to employees covered by this Agreement will 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 will not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors will be resolved through the grievance procedure.

ARTICLE 8: NON-DISCRIMINATION

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 or expression, race, color, creed, religion, national origin, association, or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

Any complaints alleging unlawful discrimination or harassment will be submitted directly to Human Resources.

ARTICLE 9: WORK SCHEDULES

~~**Full-time Employees**~~

FULL TIME EMPLOYEES

Section 1.

The normal work schedule for Full-time ~~Facility Security~~Public Safety Agents will be any forty-hour work schedule approved by management that includes a minimum of two consecutive days off. Fewer than two consecutive days off may be required in emergency situations as determined by management.

Section 2.

All full-time ~~Facility Security~~Public Safety Agents at ~~the Oregon Convention Center~~their assigned facility will bid for work shifts established by the Employer under the following conditions:

a) Shifts and days off will be bid every six calendar months for implementation ~~each~~ the first day of the pay period following July 1 and January 1.

~~b) When shifts and days off are bid, the employee will 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.~~

b) The anticipated shifts available for bid will be sent to the Agents 30 days in advance of the January/July implementation dates. On a date specified and announced by the Public Safety Manager or Supervisor, at least 21 days in advance, a manager or supervisor will contact the Agents, in seniority order (Article 21), in each position and provide them with the options available. Agents will be required to:

1. Provide a primary and back up contact option for the day designated for the bid.
2. If the employee is unable to be contacted on that day, they will e-mail the Public Safety Manager or Supervisor a ranked list of all the shifts; the Public Safety Manager will select their top-ranked shift that is available.
3. Agents will have one (1) hour to respond to the call and/or make a selection.
4. An employee who does not sign up for a shift within one (1) hour from their contact and/or did not provide a rank list for the Public Safety Manager or Supervisor, will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle.

5. A Steward and the Public Safety Manager or Supervisor will coordinate on this process to ensure every effort is made to receive bids in a timely manner. If there is only one (1) shift left, the Public Safety Manager or Supervisor will assign that shift to the least senior person.

c) A newly hired employee on initial probation will be placed on shifts according to operational and training requirements. Following the completion of the probationary period, 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.~~

~~e) An employee who does not sign up for a shift within a reasonable amount of time will be moved to the bottom of the seniority list for purposes of that specific shift bidding cycle. A Steward and the Public Safety Manager will agree what constitutes a "reasonable amount of time," after consultation with the employee. If the Steward and the Public Safety Manager do not agree, the Director of Public Safety, will have the authority to make the decision to move the employee to the bottom of the list.~~

~~f) 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.~~

~~g)~~d) If any employee refuses to sign up for a shift ~~by December 15 or June 15~~, the Public Safety Manager has authority to assign them to an available shift.

~~**Section 3.**~~

~~Regular work report times for full-time Facility Security Agents at the Oregon Convention Center will be between 0600 and 0800 AM for day shift; between 1400 and 1600 for swing shift; and between 2200 and 2400 for the graveyard shift. At the Portland'5 Centers for the Arts, the regular report time will be between 1600 and 1800 for the swing shift. A change in shift hours will be announced at least seven days in advance. Nothing in this Section will prohibit temporary or emergency changes in schedule as provided in Section 4, below.~~

Section 3 ~~4~~.

~~Work~~ Finalized bid schedules will be posted and/or sent via email to all full-time employees at least fourteen (14) days ~~two weeks~~ in advance of the effective date of the schedule. An employee's work schedule may be temporarily changed to meet building needs or a bona fide emergency. When possible twenty-four hours' notice will be given for temporarily changed work schedules.

Section 4~~5~~.

It is understood that for full time employees covered under this Agreement, the standard work shift will be between eight (8) and ten (10) consecutive hours not including overtime. These employees will be provided a thirty-minute (30) lunch period on the Employer's time. Except in cases of emergency, all employees will be provided with a fifteen-minute rest period during every four hours worked. Rest periods normally will be taken near the middle of each one-half shift whenever feasible. Employees will be required to be on-site during their lunch and rest periods and be ~~on-call to duty~~available to respond during their lunch and rest periods.

Section 5~~6~~.

Shift trading requires approval from the Public Safety Manager or Supervisor. ~~When an employee agrees to trade shifts, and it is approved by the Employer in advance, such~~ Such changes ~~will~~ should not result in any overtime liability to the Employer.

Section 6~~7~~.

When an employee voluntarily requests a change in work schedule and the Employer agrees, the Employer will not be liable for premium pay or overtime pay for work in excess of ~~eight hours per day~~the scheduled shift but will be liable for overtime pay for hours in excess of forty (40) hours in a workweek. For purposes of this provision, an employee shall not be deemed to have worked "voluntarily" where the Employer directs the employee to work the shift, and/or schedules the employee to work the shift.

Section ~~8~~7.

If an employee cannot report to work as scheduled, the employee must call the designated person at least four (4) hours before their scheduled shift starts. In case of an emergency, the employee will also contact the ~~Employer at the first opportunity~~Public Safety Manager or Supervisor as soon as practicable.

~~**Part-time Employees**~~

EVENT AND OPERATIONAL DRIVEN EMPLOYEES

Section 9.

Employer will determine how ~~Part-time Security~~Relief Public Safety Agents and Medical

Technicians are scheduled based on employee availability and event need. ~~Part-time Facility Security~~Public Safety Agents and Medical Technicians will have a minimum availability of at least ~~two shifts per week~~sixty-four (64) hours per month, unless mutually agreed upon. Employees can request a monthly waiver in writing on the minimum availability two (2) times ~~per calendar year in the event of planned vacations~~in a twelve (12) month period for bona fide reasons as agreed upon by the Employer. Other legal types of leave (e.g., military, FMLA, jury duty) will be exempt from minimum availability requirements. The Union reserves the right to request records four times within any 12-month period. For purposes of comparison, records will include availability, as noted at the time of request, and work schedules.

Section 10.

Work schedules for ~~Part-time Facility Security~~Public Safety Agents will be posted ~~ten~~ at least fourteen (14) calendar days in advance of the effective date of the schedule. An employee's work schedule may be ~~temporarily~~ changed to meet ~~building~~ business needs or a bona fide emergency. When possible, twenty-four (24) hours' notice will be given for ~~temporarily~~ changed work schedules.

Section 11

If any Relief Public Safety Agent or Medical Technician has not worked at least one (1) scheduled shift in a ninety (90) day period, they will automatically be terminated from their position. For this section, scheduled shift is defined as a minimum of four (4) hours worked and does not include trainings or meetings.

All Employees

Section ~~11~~12. Additional Shift "Double-back"/Daily Overtime Waiver

When an employee picks up an additional shift voluntarily in the same facility, the Employer will not be liable for "double-back" pay, or overtime pay for work in excess of eight hours per day but will be liable for overtime pay for hours worked in excess of forty hours in a work week.

For purposes of this provision, an employee shall not be deemed to have worked "voluntarily" where the Employer directs the employee to work the shift, schedules the employee to work the shift, or directs the employee to place their name on the schedule for the shift.

An employee who declines to take an additional shift will not be disciplined.

Section ~~12~~ 13 Scheduling of Open or Additional Shifts.

The scheduling of open or additional shifts is a management right and not subject to the grievance/arbitration process. When Employer must fill an open or additional shift, it will use good faith efforts to offer the shift assignment to ~~variable hour~~ employees. If no ~~variable hour~~ employees accept the assignments, Employer may, at its discretion, fill the open shifts with full time employees. Employer reserves the right to use a third-party contractor to fill open shifts, except for Dispatch or Security Console shifts.

In the absence of Employer, the Lead Agent or Senior Duty Agent may call ~~variable hour~~ and full-time agents to assign coverage.

Section ~~13~~14.

All employees who have clocked into the payroll system to perform a scheduled shift or any additional shift will be entitled to a minimum of four hours of pay. This section does not apply to trainings or other meetings.

ARTICLE 10: OVERTIME and COMPENSATORY TIME

Section 1.

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

Section 2.

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

~~Overtime eligibility for Variable Hour Medical Technicians will be limited to the rate of time and one –half for all authorized work performed in excess of forty hours in any workweek~~.

Section 3.

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

A "double-back" is when an employee returns to work for a scheduled shift with less than eight hours off between scheduled shifts. Any employee who works a "double-back" will receive pay at 1.5 times the regular rate of pay for the returning shift.

"Double-back" pay applies only if the initial and returning shift are both scheduled by the Employer.

"Double-back" pay does not apply if the initial and/or returning shifts are voluntarily accepted by the employee,-or a meeting.

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

For purposes of this provision, an employee shall not be deemed to have worked "voluntarily" where the Employer directs the employee to work the shift, and/or schedules the employee to work the shift.

An employee who declines to take an additional shift will not be disciplined.

Section 4.

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

Section 5.

The Employer will give reasonable notice of overtime to be worked. When the Employer determines that overtime needs to be worked, the Employer will ask for volunteers from the employees currently working. If there are not a sufficient number of volunteers to work the needed overtime, the Employer will assign the necessary number of employees to work overtime. Any employee who declines to work overtime waives, by that amount, any right to equal overtime in the future.

Section 6.

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

Section 7.

~~Shift trading is permitted; overtime must be approved by the Public Safety Manager.~~

Compensatory Time for Employees

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

a. Compensatory time must be used within the fiscal year in which it is awarded~~,~~ and if unused will be paid out at the end of the fiscal year.

b. Compensatory time shall be provided in the electronic time-keeping system as a separate leave bank for employee's use, shall be pre-approved, and scheduled as time off.

ARTICLE 11: SHIFT DIFFERENTIAL PAY

Section 1.

Shift differential pay will only apply to all ~~Full-time Lead Facility Security Agents, Full-time Facility Security Agents and Part-time Facility Security Agents~~employees in the bargaining unit.

For purposes of pay in this Article only, swing shift will be defined as any shift that begins between the hours of 1400 and 2159. If an employee's shift begins between these hours, the employee will receive the swing shift premium of ~~ninety-five cents ($0.95)~~one dollar and five cents ($1.05) per hour in addition to the regular hourly rate for all hours worked.

For purposes of pay in this Article, graveyard shift will be defined as any shift that begins between the hours of 2200 and 0459. If an employee's shift begins between these hours, the employee will receive the graveyard shift premium of ~~one dollar and 25 cents ($1.25)~~one dollar and forty cents ($1.40) per hour in addition to the regular hourly rate for all hours worked.

The shift differential premium shall be included in calculating the overtime rate for employees designated to work Second or Third Shift.

Section 2.

Shift differential pay will be paid only for hours worked, or as specified by applicable law.

ARTICLE 12: SALARY ADMINISTRATION

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

~~Facility Security Agents and Lead Facility Security Agents will be placed at the next step in the salary range after completion of probation. The employee's date of completion of probation will become the employee's anniversary date. One year after the employee's anniversary and each anniversary date thereafter the employee will advance one step in the salary range until the employee reaches the top step. Nothing in this section is to be construed to prohibit the Employer from placing employees above step one or advancing employees to higher levels of the salary range.~~

- ~~Effective upon ratification, but no earlier than the pay period that includes July 1, 2023, employees will receive a wage increase of 2.50%, as contained in Exhibit A.~~

- ~~Effective upon ratification, but no earlier than the pay period that includes July 1, 2024, employees will receive a wage increase of 2.50%.~~

~~Employees will keep their current salary eligibility date.~~

New employees will be placed at the step within the classification salary range subject to Employer's procedures governing Pay Equity. Step placement will be determined by bona fide factors of time in class, education and experience. Employees will not receive a step increase upon completion of probation.

A Public Safety Agent's hire date will become their anniversary date for purposes of step advancement.

Relief Public Safety Agents and Medical Technicians, will advance one step after each 2,080 hours worked in the salary range until the employee reaches the top step.

ILWU Pay Scale: Exhibit A

- Effective the pay period including July 1, 2026, adjust straight time rate of pay by a percentage equal to the percentage change in the CPI-U, West – Size Class A, Second Half (July-Dec) of the previous 2 years, minimum 2.0%, maximum 5.0%

For OCC employees only:

- Effective the pay period including July 1, 2027, adjust straight time rate of pay by a percentage equal to the percentage change in the CPI-U, West – Size Class A, Second Half (July-Dec) of the previous 2 years, minimum 2.0%, maximum 5.0%
- Effective the pay period including July 1, 2028, adjust straight time rate of pay by a percentage equal to the percentage change in the CPI-U, West – Size Class A, Second Half (July-Dec) of the previous 2 years, minimum 2.0%, maximum 5.0%

Pay schedule adjustments shall be applied to all rates in each classification.

All pay adjustments shall be made using standard rounding principles (i.e. 5 or higher rounds up and lower than 5 rounds down) to the nearest one hundredth decimal place (e.g. the decimal 0.846 rounded to the nearest hundredth is 0.85).

ARTICLE 13: HEALTH AND WELFARE

Section 1. Joint Labor Management Committee (JLMC)

Employer will convene a JLMC for health benefits, comprised in accordance with adopted by-laws, will review health, dental and vision insurance plans and costs and make plan offering recommendations to the Director of Human Resources and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Employer. The Union is entitled to select one member, who is a current employee, to serve and vote on the JLMC.

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

A lawful meeting will be comprised of an equal number of Union and Employer Committee members with not less than two of each group. The Committee will make recommendations to the Director of Human Resource and Chief Operating Officer. The Chief Operating Officer and the Director of Human Resources will consider the committee's recommendations and have the authority to make Plan modifications, as necessary.

Section 2. Benefit Eligibility

Full-time employees working forty hours a week are eligible for benefits. Eligibility will begin on the first day of employment for all benefit eligible employees who elect to participate in one of the Employer plans.

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

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

- An employee working a 32-hour weekly average would pay $1,000 – (.8 x $920) = $264.00
  .8 FTE is 32-39.99 hours per week

- An employee working a 30-hour weekly average would pay $1,000 – (.75 x $920) = $310.00
  .75 FTE is 30-31.99 hours per week

Section3. Premium Sharing

Employer will contribute ninety-two percent (92%) of the insurance premium costs per plan and employees will pay eight percent (8%) of the premium costs per plan selected by the employee. The premium cost used in these calculations will be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments will be made.

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

Employer agrees to pay an amount up to $150 per month to full-time benefit eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Employer.

Section 4. Other Insurances

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

ARTICLE 14: RETIREMENT

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

Employer agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six percent of the employee's base salary, for those who are qualified for PERS, in addition to the required Employer contributions.

The Employer will participate in the PERS unused sick leave program as provided in ORS 238.350. Unused accrued hours of sick leave will be reported to PERS at the time the employee separates from employment with Employer.

ARTICLE 15: VACATION LEAVE

Section 1.

Vacation leave pay for full-time employees will 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 Per Hours	Equivalent Annual Hour Full Time Employees
0 through completion of 3 years	.0577 hours	120 hours
4 through completion of 7 years	.0692 hours	144 hours
8 through completion of 11 years	.0808 hours	168 hours
The start of year12 or more years	.0923 hours	192 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 will not be allowed to accrue more than two hundred seventy-five hours of vacation leave. Additional hours that would have been accrued at the rates in this Agreement will be forfeited unless a vacation request that was submitted at least three months prior to reaching the maximum accrual, is denied and prevents an employee from avoiding the maximum accrual. If a denial of a vacation request prevents an employee from avoiding the maximum accrual, the employee may submit a written request to the supervisor and the Director of Human Resources to have an extended period to bring their accrual below the maximum or to have up to six pay periods of vacation accrual paid out.

Section 3.

Any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer will 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 will not be made if separation occurs prior to the completion of the initial probationary period.

Section 4.

The Public Safety Manager or their designee will schedule vacation for their respective staff with consideration for vacation accrued, seniority, and the desires of the staff and for the work requirements of the department. Vacation requests will be submitted through the ~~employee's immediate supervisor~~appropriate mechanism and approved by the Public Safety Manager or Supervisor. ~~on an "Employee Leave Request Form." Requests for vacation leave will be submitted~~ at least ~~two~~ four (4) weeks prior to the desired vacation time. A shorter period may be agreed to between the Public Safety Manager or Supervisor and the employee, if needed.

Section 5.

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

ARTICLE 16: SICK LEAVE

Section 1.

All employees will earn sick leave with pay at a rate of .05 hours per hour paid in an unlimited amount. Sick leave cannot be used until the beginning of the pay period after which it is accrued.

Section 2.

Employees may use sick leave only for the following reasons:

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

Section 3.

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

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

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

Section 4.

Employees unable to report to work will report the reason for absence to their supervisor at least four hours prior to the scheduled beginning of their shift. In case of an emergency, the employee will contact the Employer at the first opportunity. ~~An employee will be entitled to use a maximum of four consecutive workday's sick leave without a signed doctor's statement if the employee has accumulated not less than four hundred hours of sick leave. Otherwise, the~~ The employee will be entitled to use a maximum of ~~three~~ five (5) consecutive workday's sick leave without a doctor's certification. After the fifth (5th) consecutive day, the employee must provide, upon request of the Employer, a medical certification explaining the need for additional leave.

Section 5.

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

During periods when an employee is receiving time loss payments from worker's compensation the employee will receive only the paid sick leave, if any, to bring the employee to full net take-home pay for the pay period. Employer may recoup any overpayment of sick leave paid either by deductions from gross wages per pay period in an amount not exceeding twenty percent gross wages until the total overpayment is recouped, or 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 will be credited with that portion of the sick leave repaid.

Section 6.

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

Section 7.

Where the Employer has reason to believe an employee is physically incapable of performing the duties of their position, the Public Safety Manager may require the employee to take the Physical Capacity Test as provided for in Article 17 (b) Special Circumstances Test or submit to a physical examination by a physician selected by the

Employer. The cost of such examination will be borne by the Employer and the information provided by the physician will be limited to whether or not the employee is able to fully perform the duties of their position.

Section 8.

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

Section 9.

Reporting of Sick Leave to PERS: Employer will participate in the PERS unused sick leave program. Employer will report the number of unused sick leave hours to PERS as provided in ORS 238.350.

ARTICLE 17: PHYSICAL CAPACITY TESTING

Section 1.

It is the policy of Employer to provide a safe and secure environment for all of our guests and employees.

~~Facility Security~~Public Safety Agents, Relief Public Safety Agents, and Medical Technicians make a substantial contribution to the overall success of the Employer venues ~~by providing building patrol and security, grounds patrol and security, citizen and employee assistance, emergency response, traffic and crowd control, detention and arrest of persons who violate local, state, and federal laws, and assistance in the evacuation of patrons and employees~~. It is critical that ~~Facility Security Agents and Medical Technicians~~these employees are able to perform all of the essential duties of their position at all times. ~~Facility Security Agents and Medical Technicians~~Due to these physical demands, all employees are required to complete periodic Physical Capacity ~~Tests on an on-going basis~~testing.

Section 2.

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

~~The Employer will provide reasonable accommodation in accordance with the American with Disabilities Act.~~

Employees of OCC will take their Physical Capacity Testing at the Oregon Convention Center.

Employees of Portland'5 Centers for the Arts will take their Physical Capacity Testing from a qualified third-party vendor chosen by and paid for by the Employer.

Section 3.

a) Routine Testing

- All "finalist" applicants for ~~Facility Security~~Public Safety Agent, Relief ~~Facility Security~~Public Safety Agent, or ~~Med Tech~~Medical Technician positions will be required to pass a physical capacity test prior to a final job offer.

- At initial implementation, all existing ~~Facility Security Agents, Relief Facility Security Agents and Medical Technicians~~represented employees will be required to take a physical capacity test.
- All ~~Facility Security Agents, Relief Facility Security Agents and Medical Technicians~~represented employees will be required to take a Physical Capacity Test no less than every three years~~, on or around their anniversary date~~, during a training/exam date and time announced at least thirty (30) days in advance to all employees.
- A single Physical Capacity Test ~~every three years~~ will be sufficient for employees working in multiple job classifications under this agreement.

b) Special Circumstances Testing

~~When a supervisor questions an employee's ability to perform the duties and responsibilities of their position based on an employee's job performance, the supervisor may seek a Physical Capacity Test to determine the employee's capacity to perform their duties.~~

Where the Employer has reason to believe an employee is not physically capable of performing the duties of their position, the Public Safety Manager or Supervisor may require the employee to submit to a physical by a qualified person selected and paid for by the Employer. The information provided by the evaluator will be limited to whether or not the employee is able to fully perform the duties of their position.

c) Initiating a *Routine* Physical Capacity Test

~~The supervisor will coordinate all routine Physical Capacity Tests with an Occupational Health Provider.~~ At the Oregon Convention Center, the Public Safety Manager will provide a medical professional (Emergency Medical Technician, Paramedic, or Registered Nurse) to administer the physical capacities test onsite at the Oregon Convention Center.

At Portland'5 Centers for the Arts, the Supervisor will notice the employee of the date, time, and location for their test.

d) Initiating a *Special Circumstance* Physical Capacity Test

Before initiating ~~a~~ Special Circumstance Physical Capacity Testing, the supervisor will first confer with Human Resources and set forth the basis for the request.

e) Cost

The cost of the Physical Capacity Test will be borne by the Employer. To the degree possible, Physical Capacity Tests for existing employees will be scheduled during the employee's normal work hours. If it is not possible to schedule the test during an employee's normal work hours, the Employer will pay the employee for reasonable time spent traveling to and from the test and the time spent taking the test, including any applicable overtime.

f) Results of the physical capacity test will be delivered only to Human Resources. Human Resources will meet with the employee to discuss the results of the test and determine the employee's eligibility with regard to the Americans with Disabilities Act (ADA).

g) Existing employees who do not pass the Physical Capacity Test may retest within ~~30~~ sixty (60) days of the date of the original test. If the existing employee does not pass the second physical capacity test, they will be given an additional 30 days to pass. If the employee does not pass the third and final time, they will be terminated.

~~g)~~h) Employees who do not pass the Physical Capacity Test and who are not eligible with regard to the Americans with Disabilities Act (ADA) are subject to Article 26, Discipline, and Discharge, of the Collective Bargaining Agreement.

~~h)~~i) Employees who have a FMLA qualifying illness or injury on the date of their scheduled examination will have their tests rescheduled.

ARTICLE 18: BLANK

Employer and Union mutually agree to leave Article 18 blank for the duration of this Agreement.

ARTICLE 19: HOLIDAYS

Section 1.

a. The following will be considered holidays for full-time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
2 Personal Days	To Be Scheduled

Full-time employees will receive the amount of hours of straight time pay equal to that of their regularly scheduled workday 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 will receive one and one-half, time compensation for the time worked in addition to regular holiday pay.

b. Personal Holidays
Two Personal Holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the supervisor. For purposes of this section, a Personal Holiday is any day chosen by the employee and approved by the supervisor which would otherwise be a regular scheduled workday.

   a. Employees hired between January 1 and June 30 of each fiscal year will be entitled to one such holiday to be used by the end of the fiscal year.

   b. With the exception of instances provided in item 19.a above, personal holidays must be taken by the employee within the fiscal year in which they accrue.

   c. Subject to the needs of the Employer, personal days may be granted with less than twenty-four hours' notice. In the case of an emergency, same day approval may be granted with Supervisor's approval.

   d. An employee can use personal holiday hours in no less than four hour blocks of time.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Employees interested in working the holiday will advise the Employer of their desire to do so at least 72 hours prior to the schedule being published.

Holiday work will normally be performed by the ~~Full Time~~full time ~~Facility Security~~Public Safety Agent regularly scheduled to work on the day of the holiday.

If the regularly scheduled ~~Full Time~~full time ~~Facility Security~~Public Safety Agent chooses not to work the holiday, Employer will offer available work on holidays to non-probationary Full Time ~~Facility Security~~Public Safety Agents who timely volunteer for the available shift based on seniority.

If no Full Time ~~Facility Security~~Public Safety Agents timely volunteer for the available shift, the available work will be offered to non-probationary ~~Variable Hour Facility Security~~Relief Public Safety Agents based on seniority.

If no non-probationary ~~Variable Hour Facility Security~~Relief Public Safety Agent is available, the least senior non-probationary ~~Full Time~~full time ~~Facility Security~~Public Safety Agent will be assigned.

Section 6.

~~Variable Hour Facility Security~~Relief Public Safety Agents who work on a holiday will be compensated at a rate of one- and one-half times their normal rate for hours worked.

Section 7.

If employees trade shifts, they cannot incur overtime without the written permission of the supervisor.

Section 8.

Employer reserves the right to schedule full-time ~~Facility Security~~Public Safety Agents, based on business need, during the Holidays listed in Section 1.

ARTICLE 20: OTHER LEAVES

Section 1. ADA and Family Medical Leave.

The Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA), Paid Leave Oregon (PLO), and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees must use accrued leave balances (sick leave, personal holiday and vacation) for ~~FMLA and OFLA~~any protected leave prior to entering a period of unpaid leave of absence. The employee may choose the order in which to use their paid leave accruals during approved ~~family~~ protected leave time. In all cases an employee will designate the requested order of leave when completing an application for FMLA/OFLA/PLO. If an employee is only eligible for PLO, they are not required to use paid leave accruals if they are being paid from the state.

Section 2. Leave Without Pay

All non-probationary employees may be granted a leave of absence without pay and benefits provided the leave can be scheduled without adversely affecting the Employer's operations.

All requests for leave of absence without pay will be in writing, directed to the department manager, and will contain reasonable justification for approval. All written requests and approvals will be filed in the Human Resources Department.

Requests of less than ten calendar days may be approved by the Department Director. This leave may be extended by the Facility Executive Director for up to ninety days. All requests for leave beyond ninety days and up to six months must be approved by the General Manager of Visitors Venues.

No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave will be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

The employee may elect to continue insurance benefits under COBRA; however, premiums for extended benefits will be paid by the employee. Any and all extensions of coverage and benefits will be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan.

~~**Section 3. Union Business**~~

~~Upon written request, at least two weeks in advance and subject to operating requirements as determined by management, the Public Safety Manager will grant leave without pay for conducting Union business for up to three employees at any one time.~~

Section 4. Jury Duty & Court Appearances

Full-time employees will 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 will provide Employer with written documentation of the jury duty summons or the witness subpoena at the earliest opportunity.

b) Any employee required to appear in court to testify as part of assigned work will be paid four hours' pay or actual time required, whichever is greater. In addition, the employee will be reimbursed for mileage at the current IRS mileage rate.

c) The employee on jury duty will pay all money received, to the Employer.

d) An employee on jury duty who is on other than a day shift will be temporarily assigned to weekday day shift for the duration of jury duty. An employee whose shift is temporarily changed as a result of jury duty will waive all overtime and other premium pay as a result of the schedule change.

e) Nothing in this Agreement prohibits the Employer from requesting the court to excuse the employee from jury duty.

f) In the event that an employee is excused from jury duty prior to the end of the employee's daily work shift, and there is more than half of an employee's scheduled work shift remaining, the employee shall be paid for the rest of their scheduled shift. Employee's participating in jury duty lasting more than half their scheduled work day will be compensated for time equal to their scheduled work day.

~~e)~~g) Employees will provide Employer with a note indicating the dates and times they participated in jury duty.

~~f)~~h) ~~Variable hour employees~~ Relief Public Safety Agents and Medical Technicians will only be granted pay if the jury duty or subpoena is scheduled for a shift in which they were previously scheduled.

Section 5. Military Leave

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

Section 6. Bereavement Leave

a) A full-time employee absent from duty by reason of the death of a family member as defined by the employee will be allowed time off from scheduled shift(s), not to exceed three days. If travel is required, up to four additional days (chargeable to sick leave) will be allowed

b) If leave is not used immediately following the death of the family member, the employee will provide their manager with reasonable notice of any absences and such requests shall not be unreasonably denied.

c) Subject to the needs of the operation, an employee may be given four hours of time off to attend a funeral ceremony of a co-worker within their own facility.

ARTICLE 21: LAYOFF

Section 1.

Layoff will be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer will determine the number and classifications to be laid off. All employees on initial probation within the bargaining unit classification within the assigned facility selected for layoff will be laid off before any layoffs of regular full-time or ~~variable hour~~ non-probationary event driven employees within the bargaining unit classification within the assigned facility. The term "assigned facility" as used in this Agreement means the facility where an employee predominantly reports for their shift.

Section 2.

The layoff procedure will occur in the following manner:

a) An employee will be given thirty calendar days' notice of layoff in writing.

b) The least senior full-time employee will be laid off by bargaining unit classification within the assigned facility.

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

1) Accept demotion to a former classification previously served, including bumping the least senior employee in that former classification, provided the bumping employee has more classification seniority in the former classification, and provided that the receiving manager determines that, on the basis of relevant job skills, the affected employee can perform all of the duties of the specific position adequately within two weeks or;

2) The employee may elect to be laid off. Employees laid off will be placed on the layoff list for the classification from which they were removed.

Section 3.

An employee who is laid off will have recall rights for two years to a vacant position in the classification within the assigned facility from which they were laid off and for which they are qualified to perform.

Employees recalled to a vacant position described in 21.3.A, will be in possession of a current DPSST certification within 30 days of recall. Employer has the option to require the employee to pass a Special Circumstances test under Article 17(c)3 prior to the start of their first scheduled shift.

It is the responsibility of the employee to notify Human Resources of changes to their contact information in order to be eligible for recall rights.

Section 4.

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

ARTICLE 22: SENIORITY

Section 1.

This article will apply where an Article in this agreement specifically and expressly authorizes it.

Section 2.

(a) Seniority for ~~full-time Facility Security Agents and variable hour Relief Facility Security Agents will be defined as continuous service in an ILWU Security classification at their assigned facility. Seniority for variable hour Medical Technicians is based on continuous time spent in an ILWU represented Medical Technician classification at their assigned facility~~all employees will be calculated at total time worked in an ILWU represented position at their primary facility. If two or more employees have equal seniority time, the employee having the longest continuous service within their current classification at Employer will break the tie.

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

~~(b)~~(c) Seniority will be credited for union service as defined in Article 6.

Section 3.

An employee who is recalled from a layoff list to Employer will keep all seniority time accrued before the layoff and any uninterrupted employment thereafter.

Section 4.

All contractual rights under this agreement and seniority time will be forfeited if an employee resigns, is terminated, retires, does not return to work from a leave of absence, or is on the layoff list for more than twenty-four months.

~~**Section 5.**~~

~~Each year Employer will post a seniority list of employees no later than July 20 and January 20 on designated bulletin boards at the Oregon Convention Center and Portland'5 Centers for the Arts~~.

ARTICLE 23: FILLING VACANCIES

All job opportunities for bargaining unit positions will follow the Employer's hiring processes and terms set forth in this Agreement.

Prior to opening a competitive recruitment for a vacancy represented by ILWU Local 28, the hiring manager will review the unit's workload needs to determine if the vacancy should be announced for internal applications first.

ARTICLE 24: CRIMINAL BACKGROUND CHECK

Section 1.

Employer will utilize a third-party vendor to conduct Criminal Background Checks on members working at all Employer venues owing to the sensitive and safety-related duties of their positions. Consistently with federal and state law, if there is an adverse report, employees will be notified directly from the third-party vendor regarding the results of their Criminal Background Check and provided the opportunity to dispute the accuracy or completeness of any such information.

Section 2.

Following ratification of this Agreement the Employer will provide a thirty-day period for employees to self-disclose a criminal conviction. Following this thirty-day period the Employer will conduct Criminal Background Checks on current members and a list of these employees will be provided to the Union.

Section 3.

If the Employer moves to discipline an employee based on the information received, the employee may choose to file a grievance as specified under Article 26.

Section 4.

If the Employer determines that an employee's record requires that Employer terminate the employee, the Union, the employee, and Employer will discuss what, if any, terms and conditions the employee can seek as part of a full settlement, release, and resignation agreement with Employer.

ARTICLE 25: NEW AND REVISED CLASSIFICATIONS

Employer will notify the Union when creating a new classification and/or substantially revising an existing bargaining unit classification that includes public safety duties. The Union will have ten 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 will remain in effect during the period of negotiations between Employer and the Union. If negotiations result in an increase in the wage rate, the increase will be effective back to the date the new or revised classification was implemented.

ARTICLE 26: GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

In order to resolve workplace issues the employee alone or with a Union representative is encouraged to meet with the Public Safety Manager to discuss a possible resolution. If the issue is not resolved, the grievance will proceed to Step 1. The following will constitute the grievance procedure:

Step 1. An elected Union steward will file a written grievance with the Public Safety Manager within fifteen calendar days of the alleged violation or when the employee had first knowledge of such violation. The grievance must be signed by both the employee(s) and the Union steward. The Public Safety Manager will respond in writing to the grievance within fifteen calendar days following receipt of the grievance.

Step 2. If the grievance has not been answered or resolved at Step 1, it may be presented to the Director of Public Safety at the Oregon Convention Center or the Deputy Director at Portland'5 Centers for the Performing Arts, whichever is appropriate within fifteen calendar days after the response from the Public Safety Manager is due or received. The employee will respond in writing within fifteen calendar days following receipt of the grievance.

Step 3. If the grievance has not been answered or resolved at Step 2, it may be presented to the Executive Director of the Oregon Convention Center or Portland'5 Centers for the Performing Arts or their designee within fifteen calendar days from the date the Step 2 response is due or received. The Executive Director or their designee will respond in writing within fifteen calendar days following receipt of the grievance.

Step 4. A grievance that is not answered or resolved at Step 3 may be presented to the General Manager of Visitor Venues or their designee within fifteen calendar days from the date the Step 3 response is due or received. The General Manager of Visitor Venues or their designee will respond in writing within fifteen calendar days following the receipt of the grievance.

Step 5. A grievance that is not answered or resolved at Step 4 can be appealed to arbitration in writing by the Union. The Union will notify the Director of Human Resources Director, within fifteen calendar days from the date that the Step 4 response was due or presented to the other party.

Section 3.

In order to advance the grievance, the Union will request a list of five arbitrators from the State of Oregon Mediation and Conciliation Services within fifteen calendar days from the request for arbitration. Upon the receipt of the list of arbitrators, within fifteen calendar days both the Employer and the Union will have the right to strike three names from the list alternately; the last name remaining will be the impartial arbitrator. The Employer and the Union will flip a coin to determine who strikes first.

The parties will make best efforts to schedule arbitration within six months of selecting an arbitrator.

Section 4.

The arbitrator's decision will be sent to the Director of Human Resources and the Union within thirty calendar days from the close of the hearing and such decision will be final and binding. The arbitrator will have no power to add to, alter, modify, amend or subtract from the Agreement or establish new or revised existing class specifications. The losing party will pay the cost of the arbitration. All other expenses will 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, Employer and the Union may mutually agree to take a grievance to mediation. The Employment Relations Conciliation Division will conduct the mediation.

Section 6.

Providing that a written request is made before the due date, time limits may be extended 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. If an employee is unable to use a grievance form, any grievance statement will 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 requested
- Date the grievance filed
- Employee's signature

ARTICLE 27: DISCIPLINE AND DISCHARGE

Section 1.

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

- Verbal reprimand,
- Written reprimand,
- Demotion,
- 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 26 of this Agreement. If the Employer has reason to discipline an employee, every reasonable effort will be made to avoid embarrassment to the employee before other employees or the public.

Section 3.

No employee will 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 who is suspended without pay, demoted or terminated, may appeal such disciplinary action directly to Step 4 of the grievance procedure within fifteen calendar days from the effective date of the action. Any further written appeal beyond Step 4 will follow the requirement and time frames outlined in Article 26.

Section 5.

The Union will be sent a copy of an employee's disciplinary action.

Section 6.

An employee whose suspension without pay or termination is rescinded by the Employer will 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 will have the authority to fashion a remedy to the specific case.

ARTICLE 28: PROBATIONARY PERIOD

Section 1.

The probationary period will be considered a continuation of the examination and hiring process. Every ~~full-time~~ employee upon initial appointment or promotion will serve a probationary period of ~~six full calendar months~~one thousand forty (1,040) hours worked. ~~For variable hour employees, the probationary period will be five hundred and twenty hours.~~ After ~~two hundred sixty~~five hundred twenty (520) hours, the ~~variable hour~~ employee will receive a performance review, upon request, which ~~shall be used for evaluation purposes only.~~provides them an overview of performance sedtting and expectations needed for successful completion of the probationary period.

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 who does not complete such probationary period will be returned to a position in the previously held classification and step in the previously held salary range. Employees who have not completed probation in their previously held position must do so. Any employee who does not complete probation following promotion will 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. Employees who have not completed probation in their previously held position must do so. Such voluntary return will not reflect discredit on the employee.

Section 4.

An employee's probationary period will be extended by the number of hours an employee is absent from work during the probationary period. An employee's probationary period will not otherwise be extended without notifying the union.

Section 5.

~~A full time Facility Security Agent who has entered a probationary period due to a promotion from variable hour status will not have a reduction in wage due to their probationary status in their new job classification.~~When a Relief Public Safety Agent is promoted to a Public Safety Agent, or a Public Safety Agent is promoted to a Lead Public Safety Agent, the employee will not have a reduction in their rate of pay.

ARTICLE 29: INCLEMENT WEATHER, EMERGENCY SHUT DOWN

The COO or their designee may decide to curtail operations or close an Employer facility during inclement weather, unsafe conditions, or regional emergency in order to protect the health and safety of employees and the public, or to protect Employer property.

Employer agrees to follow the Metro Facility Closure policy.

~~Compensation of Employees during facility closure:~~

a. ~~Modified Schedule: If the Facility Director or designee determines that inclement weather conditions exist or an Emergency Shutdown is necessary, and such determination results in the decision to open later than regularly scheduled hours or close, and staff are sent home before the end of their assigned shift, those employees will receive pay for the hours in that shift in which they are scheduled.~~

b. ~~Facility remains open: If a facility remains open and an employee scheduled to work determines that weather/road conditions make it unsafe to travel to their worksite, the employee may use accrued leave other than sick leave for that that regularly scheduled workday. With manager approval, subject to shift needs, the employee may be allowed to work additional hours within the same pay period to make up missed time so long as it does not result in overtime compensation for the employee.~~

c. ~~Employees not scheduled to work: Employees not scheduled to work or scheduled to be on approved leave during any facility closure will be compensated consistent with the work schedule or approved leave and should record their time according to the applicable leave policy without adjustment for the facility closure.~~

d. ~~Employees designated as essential personnel or any non-essential employees directed to and who are required to report to work when their worksite has been closed, or within a 1.25 mile radius of Metro Regional Center when it is closed, due to inclement weather, unsafe conditions or regional emergency shall be compensated for all hours worked during their designated shift at an overtime rate of one and one-half times pay, in addition to their regular pay, for a total of two and one-half times their pay (2.5x).~~

e. ~~In instances where a facility closes or emergency closure pay is implemented, an employee who worked an overnight, graveyard, or third shift immediately prior to the closure will be paid according to subsection (d) above.~~

ARTICLE 30: 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 and clothing; and such safety devices, tools and equipment in good operating condition as are required by the Employer for use by the employee. Each employee will be required to wear such safety devices and clothing furnished by the Employer in compliance with applicable laws. Employees have the responsibility to report malfunctioning equipment to the Employer.

Section 2.

A Safety Committee will 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 will promptly report the same to the supervisor. The supervisor will promptly take appropriate action.

Section 3

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 will immediately inform the supervisor either orally or in writing of the specific reason(s) for this condition. The supervisor will determine whether the employee should continue to work at the assigned duty or be reassigned elsewhere.

Section 4.

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

ARTICLE 31: OUTSIDE EMPLOYMENT

Section 1.

Full-time employees may engage in outside employment, provided that the following conditions are met:

a) They notify their supervisor of their other employment;

b) If they work at another Employer facility employees are responsible for coordinating their schedule to minimize overtime work under this Agreement.

c) Does not create a conflict of interest with the employee's duties; and

d) Does not create an inability to perform employee's job duties for the Employer.

Outside employment consists of working at outside employers, whether public or private, and other Employer facilities or departments.

Section 2.

Full time employees who engage in outside employment, including at another Employer facility or department, who violate the above conditions will be disciplined up to and including termination.

ARTICLE 32: BULLETIN BOARD

The Employer will provide the Union a bulletin board for the posting of Union notices in the Security Office at the Oregon Convention Center and in the Storage Room, Antoinette Hatfield Hall, and stage door, at the Keller Auditorium. The Union will limit its posting of notices to such bulletin boards.

ARTICLE 33: EMPLOYEE ASSISTANCE PROGRAM

Employer will provide at no cost to the employee an employee assistance program for all employees, their dependents, and any household members.

ARTICLE 34: TRAINING and CERTIFICATION

Section 1. State Required License and Certification Renewals

a. The Employer will ~~pay~~ provide for the following trainings and pay fees associated with licenses and/or certifications which are required by the State only as follows:

1. ~~Facility Security~~Public Safety Agents and Relief Public Safety Agents
   - i. One DPSST Four Hour Refresher Class every two years, provided during paid working hours.
   - ii. One DPSST Renewal Fee every two years.
   - iii. One CPR or BLS Renewal class every two years, provided during paid working hours.
   - ~~ii.~~iv. One CPR renewal fee every two years.

2. Medical Technicians
   - i. One CPR or BLS Renewal class ~~by American Heart Association or equivalent~~ every two years, provided during paid working hours.
   - ii. One CPR Renewal fee every two years.
   - iii. Reimbursement of one EMT Basic renewal fee every two years, provided upon receipt.

b. Certification

If any employee is unable to be certified (DPSST Unarmed Private Security Professional, EMT, Paramedic, etc.) the employee will have 30 days of unpaid leave to remedy the certification requirement. If unable to obtain the proper certifications required for the position within 30 days due to suspension, revocation or sanctions, the employee will be terminated from employment.

~~b.~~c. A copy of all licenses and certifications must be received in the Public Safety office ~~prior to the expiration date~~. Failure to comply with any DPSST rule and/or regulation will result in the employee being removed from the security schedule and/or working any security positions and may be cause for termination.

~~c.~~d. ~~Facility Security~~Public Safety Agents are responsible for maintaining DPSST certification and recertification. Failure of any ~~Facility Security~~Public Safety Agent or Relief Public Safety Agent to attend training and/or obtain certification and/or DPSST re-certification will be cause for that employee to be removed from the schedule until completion of training and/or certification is obtained and may result in disciplinary action up to and including termination.

~~d.~~e. Medical Technicians are responsible for maintaining ~~CPR~~ BLS and EMT-Basic certification. Failure of Medical Technicians to attend training and/or obtain ~~CPR~~ BLS and/or EMT-Basic re-certification will be cause for that employee to be removed from the schedule until completion of training and/or certification is obtained and may result in disciplinary action up to and including termination.

f. It is agreed to by both parties that if an employee is receiving any of the above trainings, classes, fees or reimbursements from an outside Employer, the Employer will not be required to provide those associated trainings, or ~~-~~classes. Nor will Employer be required to pay~~,~~ fees or reimbursements already provided by another employer. It is further ~~agreedthat~~agreed that other fees resulting from late applications, expired licenses, or other preventable fees will not be paid or reimbursed by the Employer.

c. Off-Duty Conduct
If a Public Safety Agent or Relief Public Safety Agent has contact with a law enforcement officer for any reason, other than being a victim or witness, (i.e. arrested, charged with a crime, or violation) the employee shall notify the Public Safety Manager or Supervisor within 48-hours and follow all the requirements of ORS 181A.885. If still in custody beyond 48-hours, the employee will request the jail deputies contact the Public Safety Manager as soon as practicable.

~~e.~~

Section 2. Employer Provided Training

The Employer agrees to provide a private meeting or training space for ~~all~~ training and education. Training and education shall not be expected to be performed in any office where the public or other workers could disturb the process of training and education. ~~The Employer agrees to provide the following trainings on an annual basis only as follows:~~

Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Employer, they shall be notified in writing and shall be paid for the time as time worked at the straight time rate. No shift minimums or double back pay will apply.

The Employer agrees to provide training opportunities, of at least 20 Continuing Education hours annually, on topics required to maintain certifications and/or relevant to the employee’s job classification.

~~a) Full-time and Variable hour Facility Security Agents~~

~~1) First Aid~~

2) ~~AED~~
3) ~~Blood Pathogens~~
4) ~~Chemical Restraint, Baton, Handcuffs, and other defensive technologies or systems, as implemented by Employer~~
5) ~~Access Control~~
6) ~~Customer Service~~
7) ~~Fire Alarm~~
8) ~~Building Light Control~~

b) ~~Newly hired full-time Facility Security Agents will be provided the following trainings within three calendar months of hire: Report Writing; Fire Alarm; Tactical Radio; Self Defense Training; Chemical Restraint; Baton; and Hand Cuff.~~

c) ~~Medical Technicians~~
1) ~~First Aid~~
2) ~~AED~~
3) ~~Blood Pathogens~~
4) ~~Customer Service~~

ARTICLE 35: CLOTHING/UNIFORM ALLOWANCE

Section 1.

1. The Employer will continue to provide all required uniforms and equipment. Additionally, for all ~~full-time employees~~Public Safety Agents the Employer will pay:

   ~~a. $40.00 monthly for uniform and coat cleaning.~~

   ~~i. The uniform cleaning fee will be paid on the first paycheck of the month.~~

   ~~b.~~a. ~~$$200~~ $250per year shoe allowance for ~~safety-rated professional security~~all black shoes within the approval and/or guidelines of the Employer. Employees on Employer's payroll as of August 1 of each year will receive the maximum benefit. Newly hired Public Safety Agents will receive their allowance in the paycheck following their first fully completed pay period .

~~2. Following four hundred and eighty hours of employment and each contract term thereafter upon four hundred and eighty hours of employment, the employee will receive an allowance for the purchase of shoes as defined below.~~

~~3.~~2.For ~~variable hour Facility Security~~Relief Public Safety Agents, the Employer will pay:
   a. ~~$200~~$150 per ~~term~~ 1,040 hours worked shoe allowance for all-black shoes within the approval and/or guidelines of the Employer ~~of the contract shoe allowance for safety-rated professional security shoes.~~

~~4.~~3.For ~~variable hour~~ Medical Technicians, the Employer will pay:
   a. $~~100 per term of the contract shoe allowance for black sneakers.~~$50 per 1,040 hours worked shoe allowance for all-black shoes within the approval and/or guidelines of the Employer.

~~5.~~4.The shoe allowance may be applied to repairs, insoles, socks, or other items that support the comfort and health of the wearer.

Section 2.

The Employer will provide the following uniform items for all employees per contract term:

- Two Uniform tops with appropriate Employer patches
- Two pairs ~~of 5:11 tactical~~ pants
- Two pairs ~~of 5:11 tactical~~ shorts
- One jacket ~~(Security Agents Only)~~with appropriate Employer patches

In addition to the above, the Employer will provide all required equipment to ~~Security~~

Public Safety Agents as defined in Article 30: Safety and Health.

Employees will be responsible for keeping issued uniforms and equipment in good working condition. Normal wear and tear is expected. In the event uniforms and/or equipment become too worn for professional use due to normal wear and tear as determined by management, the Employer will provide replacement items.

Personal items or equipment may not be worn or utilized without Employer approval.

ARTICLE 36: PERSONNEL FILE

Section 1.

Employer will maintain one official personnel file for each employee. This file will be maintained by the Human Resources Department. No discipline provided to an employee under Article 26 will 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 will not be construed to mean the employee agrees with the content.

Section 2.

An employee upon request will have the right to view all material in the employee's personnel file. No discipline provided to an employee under Article 26 may be used against an employee unless entered in the official personnel file as described in 36.1.

Section 3.

At the employee's request, disciplinary material except discrimination and harassment policy violations, will be removed from the personnel file two years or thereafter from the date the material was entered, and provided that the employee has received no other disciplinary action. At the employee's request, discrimination and harassment policy violations will be removed from the personnel file four years from the date the material was entered, and provided that the employee has received no other violations. A written record of a verbal reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

Periodic performance appraisals will 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- or two-year period specified above.~~ Any material of an adverse nature will be removed if not entered in accordance with the first paragraph above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances will not be maintained in the personnel file.

ARTICLE 37: PARKING

Section 1.

All full-time Oregon Convention Center employees hired prior to January 1, 2003, will be eligible for a pre-tax payroll deduction of $20.00 per month for parking provided they enroll retroactively to April 1, 2003.

Section 2.

All full-time Oregon Convention Center employees hired after January 1, 2003, that voluntarily elect to participate in the monthly parking program will pay the full cost of the parking program ~~in pre-tax dollars but will be no greater than $75 per month.~~ at the current employee rate, through bi weekly deductions, in pre-tax dollars.

Section 3.

Oregon Convention Center ~~variable hour~~ employees may purchase passes for the ~~Lloyd lot or other~~ lot designated by management ~~for $2.00 per entry~~at the current rate, when scheduled to work, on a first come first served basis. Parking is not guaranteed.

Section 4.

Employees working shifts at the Portland Expo Center may ~~park at no cost to the employee in the Employer's designated lot.~~purchase passes for the lot designated by management at the current employee rate, when scheduled to work, on a first come, first served, bases. Parking is not guaranteed.

Employees working shifts at Portland'5 Centers for the Arts are not provided parking by the Employer.

Section 5.

As parking fees are increased, subject to approval of the General Manager of Visitor Venues, all employees in the parking programs listed above will cover the increases through the payroll pre-tax program.

Section 6.

Tri-Met Pass: Based on the availability and Employer's participation in the plan, a Tri-Met pass may be made available to all employees working in an ILWU represented position who work 10 hours or more each work week for more than 6 months out of the year.

~~**Section 7.**~~

~~Non-probationary, benefits-eligible employees are eligible to participate in Employer's Transit Demand Management (TDM) program, subject to incentives being funded.~~

~~a) Bicycle/Walk Incentive: $22.00 per month stipend will be provided for those employees that do not drive a vehicle but instead bicycle or walk from home to work for the majority of their commute to a Metro work site for 80% of the month.~~
~~b) Carpooling: If and when an off-site facility charges a fee for parking, employees who certify they are carpooling with one or more licensed driver(s) that are employees and park at a Metro facility, will be eligible for a parking reduction of $11.00 per month per each eligible employee in the carpool; according to Employer's policy.~~
~~c) Guaranteed Ride Home: For eligible employees participating in the TDM program who carpool, use transit, walk or bike to work the Employer will pay for a ride home if the need arises to leave work unexpectedly or stay late due to job demands or emergency.~~

ARTICLE 38: RECOUPMENT OF PAYMENTS

Section 1. Overpayments

In the event that an employee receives wages or benefits to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer will 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 will apply:

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

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

c) If there is no mutual agreement at the end of the thirty calendar day period, the Employer will implement the repayment schedule stated in subsection (d) below.

d) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment will be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary until paid in full. If the overpayment is less than 5% of the employee's regular monthly base salary, the overpayment will be recovered in a lump sum deduction from the employee's paycheck.

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.

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

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

ARTICLE 39: 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 will 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 will continue without interruption of the term of this Agreement.

ARTICLE 40: TERM OF AGREEMENT

This Agreement will be in full force and effect from ~~July 1, 2023 until June 30, 2025~~July 1, 2026 to June 30, 2027 for employees at Portland'5 Centers for the Arts, and it will cease and expire on that date.

This Agreement will be in full force and effect from July 1, 2026 to June 30, 2029 for employees at the Oregon Convention Center, and it will cease and expire on that date.

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

EXHIBIT "A": PAY SCHEDULE

Upon ratification of both parties, but no earlier than July 1, 2023, the following pay schedule will be implemented.

ILWU, Local 28 Hourly Rate Pay Schedule, FY 2023-2024

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
320	8261	Lead Security Agent	~~28.58~~	~~30.01~~	~~31.51~~	~~33.09~~	~~34.74~~	~~36.48~~	~~38.30~~
300	8260	~~Facility Security~~Public Safety Agent	~~26.59~~	~~27.92~~	~~29.32~~	~~30.78~~	~~32.32~~	~~33.94~~	~~35.63~~
300	8132	Relief ~~Facility Security~~Public Safety Agent	~~26.59~~	~~27.92~~	~~29.32~~	~~30.78~~	~~32.32~~	~~33.94~~	~~35.63~~
310	8120	Medical Technician	~~24.17~~	~~25.38~~	~~26.65~~	~~27.98~~	~~29.38~~	~~30.85~~	~~32.39~~

EXHIBIT B: GRIEVANCE FORM

ILWU Local 28 – MERC Grievance

Grievance # _ Date_____________ Steward _

Name of grievant(s) ____

Contract Article Violated: ___________________ Date(s) of Violation(s)__________________

____

____

____

____

Remedy Requested: ____

Step 2 response ____

____

____

____Step 2 Date:____________

Step 3 response ____

____Step 3 Date:____________

Step 4 response ____

____Step 4 Date __________

Submitted for arbitration:

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

Agenda #:

File #: MERC RES 26-06 **Agenda Date:**7/1/2026

Resolution 26-06: For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1.

Christina Longo, Director of Labor Relations

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. #26-06

For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1.

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

WHEREAS, the parties have reached an agreement for a one-year collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on June 18, 2026; and

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

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

1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.

2) Authorizes and directs the General Manager of Visitor Venues to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on July 1, 2026.

Approved as to form:
Carrie MacLaren, Metro Attorney

____
Chair

By:______________________________
Nathan A. S. Sykes, Deputy Metro Attorney

____
Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers, Local 701-1.

Resolution No.: 26-06 **Presented by:** Christina Longo, Director of Labor Relations

Date: July 1, 2026

Background and Analysis:

The MERC – IOUE 701-1 collective bargaining agreement represents a contract of the terms and conditions of employment for Utility Leads, a Utility Maintenance Technician, and Event Custodians working at Portland'5 Centers for the Performing Arts (Portland'5) and support the Portland'5 venues by maintaining clean and safe environments, ensuring a positive experience for patrons and clients. The current collective bargaining agreement between MERC and IOUE 701-1 expires on June 30, 2026.

Management entered into a discussion with the Union on March 16, 2026 to renew the contract. Negotiations continued in an efficient and productive manner and tentative agreement was reached on June 10, 2026. IUOE 701-1 membership overwhelmingly ratified this agreement on June 17, 2026.

This staff report and resolution are respectfully submitted to ratify the contract between IUOE 701-1 and MERC/Metro for the period July 1, 2026 through June 30, 2027. This one-year agreement contains the following key economic elements:

Wages

Effective July 1, 2026, wages will be increased by 2.96%.

Renewal

This agreement will not renew. Members of the bargaining unit work exclusively at Portland'5 Centers for the Arts and will transfer to a new employer on July 1, 2027.

Short range fiscal impact: There is sufficient budget allocation in the FY 2026-2027 Budget to accommodate the proposed contract changes.

Long range fiscal impact: There is no long range fiscal impact.

Recommendation: Recommend approval of Resolution No. 26-06 which states the MERC Commission approves ratification of the contract.

COLLECTIVE
BARGAINING
AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 701-1

Effective ~~January 1, 2024 - June 30, 2026~~
July 1, 2026 to June 30, 2027

Table of Contents

Preamble

This agreement is entered into by the Metropolitan Exposition-Recreation Commission, an appointed Commission of Metro, hereafter referred to as the "Employer," and the International Union of Operating Engineers, Local Union No. 701-1, AFL-CIO, hereafter referred to as the "Union," for the purpose of governing the wages and related fringe benefits, hours of work, and conditions of employment for employees covered by this Agreement for the term specified herein.

The provisions of this Agreement will be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, gender identity or expression, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability, veteran's status or any other class protected by law.

Except as otherwise provided by law, regulation, or grant provisions, the parties agree as follows:

Article 1: Recognition

Employees covered by this Agreement will be Event Custodians, Utility Maintenance Technicians, and Utility Leads in full-time, part time, and variable hour positions. Employees covered in this Agreement work at the Portland Center for the Performing Arts which include the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall.

Article 2: Definitions

Probation: Newly hired full-time employees will be considered probationary employees for six months from the first day worked. The probationary period for part-time employees will be a minimum of 400 hours. An employee's probationary period will be extended by the number of days an employee is on leave. Probation is considered as an extension of the hiring process. Probationary employees work at the will of the Employer and may not invoke the grievance procedure in this agreement for matters of discipline up to and including termination.

Provided there is no pending disciplinary action, Union employees promoted to non-Union positions may voluntarily return to their Union position in the previously held classification at the same step in their range at any time during the promotional probation period. If an employee has not completed probation in their previously held position, they must do so. Such voluntary return will not reflect discredit on the employee.

Full-Time: A position which is designated as a 1.00 full-time employee in the adopted Employer budget, and which typically consists of forty hours per week. However, nothing in this Agreement will be construed as a guarantee of hours worked per week or per day for full-time employees.

Full-time employees are entitled to pay, insurance, vacation, sick leave, other leaves, holidays, and retirement as described in this Agreement.

Part-Time: Part-time employees are not entitled to vacation pay, health and welfare, personal holidays, or other benefits offered by Employer such as life insurance, unless otherwise explicitly stated.

Variable hour: Variable hour employees represented by the union shall be limited to working less than one thousand forty (1,040) hours per fiscal year. Variable hour employees are not entitled to vacation pay, health and welfare, or other benefits offered by Employer such as life insurance, unless otherwise explicitly stated.

Subcontracting: The parties' mutual goal is to have as much work performed by staff as possible and to minimize the use of contracted temporary employees. The Employer further agrees that all employees should be given the maximum opportunity to work available hours as long as the Union recognizes that the Employer runs an event-driven business, and the Union will not construe it otherwise and that nothing in this Agreement will limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety-calendar day advance notice period.

Article 3 Union Security

Section 1.

Membership or non-membership in the Union will be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union will be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.

Section 2.

The Employer agrees to fair-share in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fair-share for non-union employees will be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law.

Section 3.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee will pay the fair-share amount described above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee will furnish proof to the Union that this has been done.

Section 4.

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

Section 5.

Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union, or the amount of fair-share determined by application of Article 3, Section 2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, will be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays but will make any proper corrections as soon as possible.

Section 6.

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

Article 4: Union Representatives

Section 1.

Within thirty calendar days from the signing of this Agreement, the Union will appoint and notify the Operations Manager and Human Resources in writing of the names of designated Stewards. The list will be updated as changes occur.

Upon prior notice to their immediate supervisor, a Steward will 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 will, within 72 hours, arrange a mutually agreeable time for the requested activity.

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

b) A Steward who comes to the worksite during their off-duty hours to perform Steward duties will not be paid for such time.

c) Internal union business will be conducted by Stewards and employees during their non-duty time.

d) One Steward, on Employer time, can process and investigate any one grievance at any given time.

e) All matters relating to contract negotiations will be performed on the employee's own time.

Section 2.

All officers of the International Union and the Business Representatives of the Union will have access at any time to any part of the facilities in which said event custodians are employed, provided they do not interfere or cause employees to neglect their work and have provided prior notification to Employer.

Section 3.

The Employer will furnish union bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards will be used by the Union to post notices of interest to the employees.

Article 5: Management Rights

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

a) Determining Employer's mission, policies, and all standards of service offered to the public and other local governments;

b) Planning, directing, controlling, and determining the operations or services to be conducted by employees of Employer;

c) Determining the methods, means, number of personnel needed to carry out any department's mission;

d) Directing the work force and issuing or changing work orders and rules.

e) Hiring and assigning or transferring employees within or between departments;

f) Promoting, suspending, disciplining, or discharging, consistent with this Agreement;

g) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;

h) Making, changing, publishing, and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

i) Introducing new or improved methods, equipment, or facilities.

j) Completing performance evaluations of employees as required; and

k) Classifying, reclassifying, or merging positions as required.

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

Article 6: Hiring

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

Article 7: Discrimination and Harassment

Any complaint alleging unlawful discrimination/harassment which is brought to the Union for processing will be submitted directly to the Human Resources Department.

All members of the bargaining unit will be treated equally without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, marital or familial status, political affiliation veteran’s status or any other class protected by law, and in full accordance with Employer’s anti-bullying policy.

Article 8: Hours of Work and Overtime

Section 1.

Because of the nature of the Employer’s operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. A day is the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

It is understood that for employees covered under this Agreement, the standard work shift for full time employees will be eight consecutive hours not including overtime.

Notwithstanding the workweek set forth above, Employer may, at its discretion, choose to implement a work schedule consisting of four ten-hour shifts.

Section 2.

All employees will be compensated at the rate of time and one-half for all authorized work performed in excess of eight hours in any workday, or forty hours in any workweek. For full-time employees working a four-day workweek, overtime will be provided for all authorized work performed in excess of ten hours in any workday or forty hours in any workweek.

Overtime compensation will be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked. If an employee is authorized to work six or more consecutive days, crossing into the following regular workweek, overtime pay will be given for all time worked over forty hours until a day off is provided. At no time will an employee's wages exceed time and one half as a result of these provisions.

Section 3.

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, a minimum of ninety minutes before their scheduled shift starts.

Section 4.

Any employee required to return to work with less than nine hours from the end of their last shift will be paid at a rate of time and one-half for the first hours worked of their incoming shift until nine (9) hours have elapsed since the end of their last shift. This section will not apply if an employee volunteers to come in with less than nine hours between shifts.

Example: If an employee's shift ends at 11:00 p.m., and they are required to return to work at 7:00 a.m. the following morning, that employee will earn time and one-half for the first hour of that shift.

Article 9: Shifts

Shift work will be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes will be defined as any shift which begins between 5:30 a.m. and 12:00 p.m., including a paid one-half hour lunch period.

The second or swing shift for pay purposes will be defined as any shift which begins between 12:00 noon and 8:00 p.m., including a paid one-half hour lunch period. Employees scheduled on the second shift will receive a shift premium of one dollar ($1.50) per hour in addition to the regular hourly rate for all hours worked on that shift.

The third or graveyard shift for pay purposes will be defined as any shift which begins between 8:00 p.m. and 5:30 a.m., including a paid one-half hour lunch period. Employees scheduled on the third shift will receive a shift premium of one dollar and 20 cents ($1.70) per hour in addition to the regular hourly rate for all hours worked on that shift.

When a position vacancy in FTE shift (day, swing, or night) occurs, the opening will be posted within fifteen days, and the employee in the same classification and who is in good standing, having seniority who requests such opening will be given preference provided that, such employee is able to perform the work with proper experience and qualifications necessary for the posted job opening.

Article 10: Reporting and Call-in Pay

Any Employee who is scheduled to report for work on their regularly scheduled shift and who presents themselves for work as scheduled, but where work is not available or a full shift's work is not available for them, will be compensated at their regular rate for all scheduled hours in that shift.

Any Employee called to return to work immediately, and such call is after the employee has left the Employer's premises at the end of their last shift, will be paid for a minimum of four hours at the rate of one and one-half times the regular rate.

Article 11: No Strike or Lockout

Section 1.

During the term of this Agreement, neither the Union nor its agents nor 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 Employer. During the term of this Agreement neither Employer nor its agents for any reason will authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2.

If any work stoppage, slowdown, picketing, or strike will 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 12: Grievance Procedure

Section 1.

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 using the Grievance Form in Exhibit B.

Step 1 The employee or union representative will present the grievance, on the official grievance form, to the employee's immediate supervisor for adjustment within fourteen calendar days of the date on which the events occurred giving rise to the grievance. The Human Resources Department will simultaneously receive a copy of the grievance. An employee's supervisor will respond promptly, but in no event more than fourteen calendar days after receipt of the written grievance.

Step 2 If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance will be submitted in writing to the facility director or designee, by the Union representative within fourteen calendar days. The Human Resources Department will simultaneously receive a copy of the grievance. The facility director or designee will respond in writing to the Union representative within ~~ten~~ fourteen calendar days after receipt.

Step 3 If the grievance is not resolved, the Union or the affected employee may submit the grievance to the General Manager of Visitor Venues or their designee within fourteen calendar days from the receipt of the facility director or designee's written response. The Human Resources Department will simultaneously receive a copy of the grievance. The General Manager will respond in writing within fourteen calendar days from receipt of the grievance.

Step 4 Should the parties fail to settle the grievance within seven calendar days from the date of submission to the General Manager of Visitor Venues, or their designee, it may be referred in writing within seven calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties.

The Board of Adjustment will consist of two members designated by the General Manager of Visitor Venues, and two members designated by the Union. Members of the Board of Adjustment will not be from any of the facilities or local union under the jurisdiction of this Agreement. The Board of Adjustment will convene within ten calendar days following referral of the grievance to hear evidence submitted by the parties involved. The Board of Adjustment will decide the issue by majority vote of its members within five calendar days following the hearing. A majority decision of the Board of Adjustment will be final and binding on all parties. The grievance will be considered unsettled in the event of a split decision.

Step 5 If the grievance is still unsettled, the Union will, within ten calendar days of the receipt of the decision of the Board of Adjustment, have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the Employer's Human Resources Director. In order to advance the grievance, the Union will request a list of seven arbitrators from the State of Oregon Mediation and Conciliation Services within ten calendar days from the request for arbitration. Upon the receipt of the list of arbitrators within fourteen days, both the Employer and the Union will have the right to strike three names from the list alternately; the last name remaining will be the impartial arbitrator. The Employer and the Union will flip a coin to determine who strikes first. The parties will make best efforts to schedule arbitration within six months of selecting and arbitrator.

The fees and expenses of the arbitrator will be shared equally by the Employer and the Union. All other expenses will be borne by the party which incurs them. Each party will be responsible for compensating its own representative and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties will jointly share the cost of the transcript and all copies.

The designated arbitrator will conduct a hearing, and then issue a decision which will be final and binding on the parties. The arbitrator will not have jurisdiction or authority to add to, subtract from, modify or in any way change the provision of this Agreement; establish new wage rates or change existing wage rates or rates for specific job classifications; or assume any responsibility of Management or of the Union. The Employer and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

The provisions of this Article will 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.

The time limits of this grievance and arbitration procedure will be strictly adhered to. The Employer will have the right to refuse to process or arbitrate a grievance which is not raised or processed within the above-described time limits. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance and the next step of the grievance procedure will be available.

The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.

Article 13: Seniority

Section 1.

For both full and part-time employees, seniority will be computed from date of hire into a represented IUOE 701-1 classification. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff will be calculated as the total time from the original appointment in the bargaining unit.

In the event that two employees in the same classification have the same seniority date, seniority will be determined by the employee ID number: the lowest of the two numbers will be considered most senior.

Section 2.

Seniority will be applied for layoffs and elsewhere as specified in this Agreement.

Section 3.

Time spent on approved leave or as a result of an on-the-job injury or illness will not be considered a break in service. Time spent on leave without pay as specified in Article 21, Section 2 will be considered a break in service. Seniority will not accrue during a break in service but will continue to accrue upon return from a break in service.

~~MERC~~ Employer will publish and distribute annually and thirty days prior to any lay off a seniority list for all employees.

Article 14: Layoff

A. Lay off will be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The General Manager of Visitor Venues, will determine the number and classifications to be laid off. All ~~temporary~~ variable hour, part-time, and probationary employees within the classification within the assigned facility selected for layoff will be laid off prior to any layoff of permanent employees within the classification.

B. In the event of a layoff, Employees will be laid off by classification within a facility, with the least senior employees laid off first based on total service within the bargaining unit. Employees will be given thirty days' notice of layoff in writing.

Article 15: Discipline & Discharge

Probationary employees may be disciplined or discharged without just cause.

Employees will not be denied representation in any investigation that may result in disciplinary action.

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

The Employer will adhere to standard progressive discipline practices.

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling. Failure to report as scheduled will include but not be limited to, repeated failure to make call-in as defined in Article 8, Section 2**,** tardiness, absenteeism, and leaving a shift early without reasonable justification**.** This places a great burden on both the Employer and fellow employees and may be cause for progressive discipline up to and including discharge. Any employee who fails to call-in or is a "no call, no show" on three occasions is subject to progressive discipline which may include termination.

Article 16: Personnel File

The Employer will maintain one official personnel file for all employees. This file will be maintained in the Employer Human Resources Department. No document, report, or correspondence of an adverse nature will be placed in this file without a signature by the Employee or a statement signed by the Supervisor which indicates the Employee was shown the document and refused to sign it. An Employee's signature will not be construed to mean the Employee agrees with the content.

Employees will be permitted to review information in their personnel files that was generated during their active employment status with the Employer. Copies of all written disciplinary notices to employees will also be provided to the Union within seven working days of issuance.

Upon employee's request, current records of any disciplinary action will be removed from personnel file after a twenty-four-month period from the date of issuance, except when there are other disciplinary notices of similar or related nature in which case all related notices will be invalid after a twenty-four-month period from the date of the most recent notice. Upon written request from the employee, a supervisor may have invalid documents removed from their file. At the employee's request, extreme cases like discrimination and harassment policy violations will be removed from the personnel file four years from the date the material was entered provided that the employee has received no other violations. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

Periodic performance appraisals will 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- or two-year period specified above. Any material of an adverse nature will be removed if not entered in accordance with the first paragraph above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances will not be maintained in the personnel file.

Article 17: Salary Administration

Section 1.

For the term of the Agreement, the Employer will abide by the wages specified in Exhibit "A" of this Agreement with respect to the job classifications covered by this Collective Bargaining Agreement.

- Effective upon ratification but no earlier than the pay period including ~~July 1, 2024, wages will be increased by 3.0%.~~
- ~~Effective upon ratification but no earlier than the pay period including July 1, 2025, wages will be increased by 2.5%.~~

July 1, 2026, adjust straight time rate of pay by a percentage equal to the percentage change in the CPI-U, West – Size Class A, Second Half (July-Dec) of the previous 2 years, minimum 2.75%, maximum 5.0%.

There shall be seven (7) steps within the salary range for each full and part-time position, with a five percent (5%) increment between the steps. Employees shall be granted an annual step increase on their anniversary date if the employee is not at the top of the salary range of their classification.

Employees hired after ratification of this agreement into Variable hour positions will remain at Step 1 of the pay scale.

~~Exhibit "A" will reflect each increase as specified herein.~~

It is the goal and intention of the Employer to abide by the Oregon Pay Equity Act~~ and pay employees performing work of comparable character equitably while taking into consideration the bona fide factors of seniority, education, and experience as well as any combination of these factors. As such, employees performing work of comparable character may, on occasion, be paid at different compensation levels on the basis of one or more of the factors identified in this Article~~. New full and part time employees will be placed at the step within the classification salary range subject to Employer's procedures governing Pay Equity. Step placement will be determined by bona fide factors of time in class, education and experience. Employees will not receive a step increase upon completion of probation.

Section 2.

The probationary period for full time employees will be six (6) months. If an employee takes a leave of absence during the probationary period, their probationary period will be extended for the equivalent period of time. The probationary period for part time employees will be 400 hours.

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

Article 18: Vacation Leave

Section 1.

Vacation leave with pay for full-time employees will 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 Full-Time Service	Accrual Rate Per Hours Paid	Accrual of Hours at 24 Pay Period/Year	Equivalent Annual Vacation Hours for Full-Time Employees
Date of hire through completion of 3 years	.0577 hours		120 hours
4 years through completion of 7 years	.0692 hours		144 hours
8 years through completion of 11 years	.0808 hours		168 hours
12 plus years	.0923 hours		192 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 will not accumulate more than two hundred and seventy hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement will be forfeited. If an employee is close to reaching the two hundred seventyhour cap, the employee will schedule such time off pursuant to Section 4 of this Article.

Section 3.

At separation, any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer will be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee's existing salary rate.

Section 4.

When practicable, the Operations Manager or their designee will schedule vacation for their respective staff with consideration for vacation accrued, seniority, staff requests, and for the work requirements of the department. Vacation requests will be submitted through the employee's immediate supervisor and approved by the Operations Manager on an "Employee Leave Request Form." Requests for vacation leave will be submitted at least two weeks prior to the desired vacation time.

Article 19: Sick Leave

Section 1.
All bargaining unit members will earn sick leave with pay at a rate of .05 hours per hour paid, including overtime accrued in an unlimited amount.

Section 2.
Employees are eligible to use sick leave for the following reasons:

a) For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury, or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, stepparent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent, and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.

b) When leave is requested in accordance with policy and authorized by Human Resources under the federal Family and Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), or Paid Leave Oregon.

c) To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Employer's Policy.

d) In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.

e) For up to two weeks of bereavement leave taken by an OFLA eligible employee to grieve the death of an immediate family member; to make necessary arrangements related to the death; and/or to attend the funeral or alternative ceremony. Leave must be completed within sixty days from the date on which the employee receives notice of the death. OFLA bereavement leave is concurrent with the use of sick leave, which would be applied after any paid bereavement leave an employee may be eligible for under Article 21.

Section 3.

As described in Article 21, employees unable to report to work due to illness will report the reason for the absence to their supervisor ninety minutes prior to the scheduled beginning of their shift. The supervisor may require sick leave beyond three days to be supported by a physician's statement attesting to the illness.

Section 4.

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 will 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 twenty percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account will be credited with that portion of the sick leave repaid.

Section 5.

Sick leave will not continue to accrue during periods of leave unpaid by the Employer.

Article 20: Holidays

Section 1.

The following will be considered holidays:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th
2 Personal Days	To be Scheduled

Full-time employees will receive eight hours of straight time pay for each holiday enumerated above on which they perform no work. Full- time employees who work a 4-10 schedule will receive ten (10) hours of straight time pay for each of the holidays set forth above on which they perform no work.

If an employee works on a holiday as enumerated above, the employee will receive one- and one-half-time compensation for the time worked in addition to regular holiday pay.

Event Custodians will receive one- and one-half-time compensation for actual time worked on the holiday. If a shift crosses both a non-holiday and holiday only the time worked on the holiday will be compensable at the one and one-half time regular hourly pay rate.

Personal Holidays: In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to sixteen hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue.

- Employees hired between July 1 and December 31 of the fiscal year will receive sixteen hours leave.
- Employees hired on or after January 1 but before June 30 of the fiscal year will receive eight hours leave.

In addition to the above holidays, part-time employees who complete their initial probationary period will be eligible to take up to eight hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue.

Variable hour employees who work 960 or more hours during the fiscal year will accrue eight hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue.

An employee can use personal holiday hours in no less than four 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 will be lost and are not compensable.

Section 2.

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

Section 3.

No employee will receive holiday pay if the employee is absent for all or part of their scheduled workday either immediately preceding or immediately following the holiday or adjacent, single, or consecutive days off unless they have applied to their supervisor in writing for permission to be absent and such written request has been applied for and approved by the Operations Manager within that pay period.

Section 4.

For full-time employees, 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 will normally be notified of holiday work schedules at least fourteen days in advance, except in situations over which the Employer has no control.

Article 21: Other Leaves

Section 1. **ADA and Family Medical Leave**

a) Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees must use accrued leave balances (sick leave, compensatory time, personal holiday, and vacation) for FMLA and OFLA leave.

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

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 Operations Manager may grant a leave of absence without pay not to exceed ninety calendar days. Leaves of absence without pay for periods in excess of ninety calendar days, but not exceed six months, must be approved by the General Manager of Visitor Venues. Requests for such leave must be submitted ten 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 will be paid by the employee. Any and all such extension of insurance benefits will 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 will be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Section 3. Union Business Leave

The Employer recognizes that from time-to-time employees may need an unpaid leave of absence to conduct Union business. Therefore no more than two employees may be granted leave of absence for Union business at any one time. Requests for the leave of absence must follow the regular leave of absence approval process outlined in **Section 2** above.

Section 4. Jury Duty

Upon the presentation of written documentation, full-time employees will 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 will pay all money received except travel allowance, to the Employer.

b) An employee on jury duty who is on other than a day shift will be temporarily assigned to day shift for the duration of jury duty. An employee, whose shift is temporarily changed, as a result of jury duty will waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement will prohibit the Employer from requesting the court to excuse the employee from jury duty.

Section 5. Military Leave

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

Section 6. Bereavement Leave

a) A full-time employee absent from duty by reason of the death of an immediate family member as defined by the employee will be allowed not to exceed three days of leave with pay within ninety days of notification of the event. Additional leave may be granted upon approval. However, such leave will 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 additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.

c) A full-time employee may be granted four hours of paid leave to attend a funeral ceremony for another Portand'5 employee. This leave is subject to the Employer's operating needs.

Article 22: Insurances

Section 1. Joint Labor Management Committee

A Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws will review health, dental, and vision insurance plans and costs and make plan offering recommendations to the Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Employer. The Union is entitled to select one voting member to serve on the Joint Labor- Management Committee on Health Benefits. This bargaining unit will be represented by IUOE 701.

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

A lawful meeting will be comprised of an equal number of Union and Employer Committee members with not less than two of each group. The Committee will make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer will consider the committee's recommendations and have the authority to make Plan modifications as necessary

Section 2. Benefit Eligibility

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

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

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

- *An employee working a 32-hour weekly average would pay $1,000 – (.8 x $920) = $264.00*
- *An employee working a 30-hour weekly average would pay $1,000 – (.75 x $920) = $310.0*

Section 3. Premium Sharing

Employer will contribute ninety-two percent of the insurance premium costs per plan and employees will pay eight percent of the premium costs per plan selected by the employee.

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

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

Employer agrees to pay an amount up to $150 per month to benefits eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Employer.

Section 4. Life, Long Term Disability and Accidental Death and Dismemberment Insurance Life insurance and accidental death and dismemberment and long-term disability coverage will be provided to all employees who are health insurance benefit eligible and will be maintained at current levels at no cost to the employee.

Article 23: Retirement

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

Article 24: Recoupment of Payments

Section 1. Overpayments

a) In the event that an employee receives wages or benefits to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer will 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 will apply:

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

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

   iii) If there is no mutual agreement at the end of the thirty-calendar day period, the Employer will implement the repayment schedule stated in subsection below.

   iv) If the overpayment amount to be repaid is more than five percent of the employee's regular monthly base salary, the overpayment will be recovered in monthly amounts not exceeding five percent of the employee's regular monthly base salary, the overpayment will be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Employer service before 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

In the event the employee does not receive the wages or benefits to which the record/documentation has for time indicated the Employer agreed the employee was entitled, the Employer will 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 will correct any such underpayment made within a maximum period of one year after the notification and agreement of the amount owed.

Article 25: Clothing Allowance

A. Full-time employees covered by this Agreement will receive five sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, full-time employees will receive up to six items, shirts, or pants, as needed. The Employer will also provide one good quality coat per contract.

B. Upon presentation of an original receipt of purchase, full-time employees covered by this Agreement will be reimbursed up to one hundred dollars ($150) per fiscal year for quality work shoes. Employees are expected to wear these shoes on the job.

C. Part-time employees covered by the Agreement will receive two sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, part-time employees will receive up to three items, shirts, or pants, as needed.

D. Part-time and Variable hour employees who perform outside custodial duties will be provided on good quality coat per contract, to be used and stored on site and laundered on site, as needed.

E. Employer will provide all safety and rain gear to be stored and used on site as needed.

Article 26: Education & Training

The Employer and the Union share a desire to retain a workforce skilled in job related duties.

To the extent possible, the Employer will make available to members of the bargaining unit current information about available Employer approved training opportunities.

Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Employer, the employee will be paid for the time at regular pay.

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

The Employer will conduct or arrange for training in emergency procedures and for safety training on all new products and equipment.

The Employer will conduct or arrange orientation and training for all affected employees on new equipment, products, and procedures.

Article 27: Safety & Health

Section 1.

The Employer agrees to provide a safe and healthful workplace, as required by law, and to provide and maintain all tools and equipment required by Employer for use by the employee.

Section 2.

The Employer and the Union agree that a representative will serve on the joint labor-management safety committee in compliance with current Oregon law and administrative rules.

Section 3.

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

Section 4.

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

Article 28 Inclement Weather

Upon determination by the Executive Director of Portland’5 Centers for the Arts or their 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 will receive pay for the hours in that shift in which they are scheduled. Employees who are required to report to work or stay at work when other staff are sent home when the inclement weather determination has been made and the facility has been closed will be compensated for hours worked at the overtime rate for that shift only.

Article 29: Savings Clause

Section 1.

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision will 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 will continue without interruption for the term of this Agreement.

Section 2.

In the event of a conflict between this Agreement and Employer policy, the terms of the Agreement will apply.

Article 30: Maintenance of Standards

Section 1.

The Employer agrees that all conditions of employment established by its individual operations which constitute an economic benefit to employees covered by this Agreement will be maintained at not 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 will not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors will be resolved through the grievance process.

Article 31: Parking

Employer will purchase one parking pass for street parking in the City of Portland, to be used by Utility Leads at P'5 locations, when circumstances require them to use their personal vehicles in the course of performing their job duties.

Article 32: Term of Agreement

This Agreement will remain in full force and effect from the signing of this Agreement to ~~June 30, 2026~~ June 30, 2027. This Agreement will be automatically renewed from year to year thereafter unless either party gives written notice at least days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

Exhibit A: Wage Appendix

METROPOLITAN EXPOSITION RECREATION COMMISSION INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701-1 PAY SCHEDULE

FY ~~2023-2024~~2026-2027

Pay Range	Job Code	Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
110	8610	Event Custodian	~~22.12~~	~~23.23~~	~~24.40~~	~~25.61~~	~~26.90~~	~~28.24~~	~~29.65~~
130	8632	Utility Maintenance Technician	~~24.40~~	~~25.61~~	~~26.90~~	~~28.24~~	~~29.65~~	~~31.14~~	~~32.70~~
134	8636	Utility Lead	~~25.61~~	~~26.90~~	~~28.24~~	~~29.65~~	~~31.14~~	~~32.70~~	~~34.36~~

~~FY 2024-25~~

~~Pay Range~~	~~Job Code~~	~~Job Classification~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~
~~110~~	~~8610~~	~~Event Custodian~~	~~22.78~~	~~23.93~~	~~25.13~~	~~26.38~~	~~27.71~~	~~29.09~~	~~30.54~~
~~130~~	~~8632~~	~~Utility Maintenance Technician~~	~~25.13~~	~~26.38~~	~~27.71~~	~~29.09~~	~~30.54~~	~~32.87~~	~~33.68~~
~~134~~	~~8636~~	~~Utility Lead~~	~~26.38~~	~~27.71~~	~~29.09~~	~~30.54~~	~~32.07~~	~~33.68~~	~~35.39~~

~~FY 2025-26~~

~~Pay Range~~	~~Job Code~~	~~Job Classification~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~
~~110~~	~~8610~~	~~Event Custodian~~	~~23.35~~	~~24.53~~	~~25.76~~	~~27.04~~	~~28.40~~	~~29.82~~	~~31.30~~
~~130~~	~~8632~~	~~Utility Maintenance Technician~~	~~25.76~~	~~27.04~~	~~28.40~~	~~29.82~~	~~31.30~~	~~32.87~~	~~34.52~~
~~134~~	~~8636~~	~~Utility Lead~~	~~27.04~~	~~28.40~~	~~29.82~~	~~31.30~~	~~32.87~~	~~34.52~~	~~36.27~~

Signature Page

For Metropolitan Exhibition-Recreation Commission

____
Craig Stroud, General Manager Visitor Venues

____
Rachael Lembo, Executive Director, Portland'5

____
Stephanie Torres De Los Santos,
Director of Event Services, Portland'5

____
Ali Little, Labor Relations Manager

____
Christina Longo, Director of Labor Relations

For International Union of Operating Engineers, Local 701-1

____
James Anderson, Business Manager/Financial Secretary

600 NE Grand Ave.
Portland, OR 97232-2736
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File #: MERC RES 26-07 **Agenda Date:**7/1/2026

Resolution 26-07: For the purpose of approving the Portland Expo Center Scheduling Policy

Cindy Wallace, Executive Director, OCC+Expo

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 26-07

For the purpose of approving the Portland Expo Center Scheduling Policy.

WHEREAS, the Metropolitan Exposition Recreation Commission (MERC) approves the scheduling polices for the Portland Expo Center; and

WHEREAS, the Portland Expo Center has pivoted to a sports focus for future bookings and wants more flexibility in regard to booking larger, future events; and

WHEREAS, Staff recommend that MERC approve the Portland Expo Center Scheduling Policy.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:

Approves the Portland Expo Center Scheduling Policy as set forth in Attachment A to this Resolution.

Passed by the Commission on July 1, 2026.

Approved as to form: Carrie MacLaren, Metro Attorney	________________________________ Chair
By:________________________________ Nathan A. S. Sykes, Deputy Metro Attorney	________________________________ Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving updated Portland Expo Center scheduling policy

Resolution No: 26-07 **Presented by:** Cindy Wallace

Date: June 23, 2026

Background and Analysis: The Portland Expo Center is in an active period of strategic transition as part of the Expo Futures initiative, positioning the campus as a regional hub for sports, community events, and economic activity. The existing Scheduling Policy, last updated in 2023, established a three-tiered priority system emphasizing sports and large-scale events.

The proposed 2026 Scheduling Policy builds on that foundation while introducing a more refined, outcomes-based framework aligned with current market conditions, operational realities, and regional economic development goals.

Key updates include:

- Refined strategic positioning as a public regional asset focused on economic prosperity and livability.
- Enhanced economic impact criteria including hotel room night generation, revenue potential, and repeat business.
- Updated scheduling priorities for large-scale sporting events while maintaining a diverse event mix.
- Clear long-term booking criteria tied to room nights and space utilization.
- Streamlined event spacing policies.
- Improved financial and contracting clarity including deposit requirements.
- Continued commitment to equity and public stewardship.

These updates ensure alignment with regional tourism recovery, financial sustainability, and community benefit.

FISCAL IMPACT: The proposed Scheduling Policy is expected to strengthen the Expo Center's financial performance by prioritizing higher-revenue events, increasing hotel room night production, and improving calendar optimization.

Sporting events have generated approximately $2.2 million in event-driven revenue over recent fiscal years and continue to grow. Additional indirect economic benefits are expected through increased visitation, hotel stays, and local spending.

Attachments to Resolution and/or Staff Report:

Attachment A: Portland Expo Center Scheduling Policy (July 1, 2026)

RECOMMENDATION: Expo Center staff recommends that the Metropolitan Exposition Recreation Commission adopt the updated Portland Expo Center Scheduling Policy, effective July 1, 2026.

Scheduling Policy

Approved by the Metropolitan Exposition Recreation Commission
July 1, 2026

The Portland Expo Center is a publicly owned, regional multi-purpose venue overseen by the Metropolitan Exposition Recreation Commission. The goal of the Portland Expo Center is to provide a high degree of cost-effective service to clients and guests, while recognizing its obligation to the residents of the region by maximizing public benefit through responsible use of the campus.

As Oregon's largest multi-purpose facility, the Portland Expo Center plays a critical role in advancing economic prosperity and enhanced livability for the region. Through the booking and execution of large-scale community events, the Expo Center supports meaningful opportunities for people to connect through sports, trade shows, cultural gatherings, consumer events, and community celebrations that strengthen the social and economic fabric of our area.

These policies are intended to support equitable decision-making and responsible stewardship of public resources. In scheduling the facility, the Portland Expo Center will prioritize activities that align with its strategic direction as a regional hub for sports and large-scale community events, while continuing to welcome a diverse mix of event types that generate regional economic impact and/or create lasting cultural and community benefit.

Scheduling Priorities:

When booking the Portland Expo Center, consideration shall be given by the Commission to the following factors:

- Projected overall economic impact on the state of Oregon and metropolitan area of Portland.
- Total number of hotel rooms required.
- Projected revenue to the facility both in terms of direct space rental revenue, as well as projected revenue from concessions and other building services; and
- Potential for repeat booking.

First Priority:

First priority for scheduling space and dates in the Portland Expo Center are large-scale sporting events generating room night occupancy for Portland Tourism Improvement District (TID) hotels. In addition, local trade shows or special events may be deemed appropriate to the overall objectives of the Portland Expo Center and may be offered equal scheduling priority at the discretion of the Portland Expo Center Executive Director.

Scheduling commitments, i.e. reservations for first priority events and activities, may be as far in advance as is necessary or appropriate and may supersede requests for other events and activities, unless a license agreement has been previously executed by the Center and the user for such other event.

Scheduling first priority events beyond twelve months in general will suit the following criteria:

- <u>13 months – 2 years</u>
  Have a minimum of 125 guest rooms on peak night contracted at Portland Tourism Improvement District (TID) hotels and occupy 70,000 gross square feet of exhibit hall space

- <u>2 – 4 years</u>
  Have a minimum of 500 guest rooms on peak night contracted at Portland TID hotels and occupy 180,000 gross square feet of exhibit hall space

- <u>4 or more years into the future</u>
  Have a minimum of 1,000 guest rooms on peak night contracted at Portland TID hotels and occupy 180,000 gross square feet of exhibit hall space

Second Priority:

Second priority for scheduling space and dates in the Portland Expo Center is available to consumer or public exhibitions, community sporting events, local corporate meetings, special events, banquets, community and cultural events, entertainment events, business meetings and other activities which essentially draw from or appeal to the public and/or local attendees and participants.

Facility and date scheduling commitments for second priority events and activities are generally made not more than thirteen months in advance and are subject to change to accommodate first priority events unless a license agreement has been previously executed by the Center and user for such event. However, large consumer and public exhibitions held on an annual basis may at the discretion of the Expo Center Executive Director obtain tentative scheduling commitments for facilities and dates on a long-term basis, subject to revision to accommodate first priority activities.

Within the second priority category, the Portland Expo Center may give preference to long standing annual public and commercial shows with a proven record of success and significant economic impact and may offer alternate dates each year which may result in termination of other second priority scheduling commitments.

Subject to the priorities set forth above, the Portland Expo Center Executive Director may find it necessary to exercise discretion as to the issuance, modification or termination of scheduling commitments.

Special Considerations:
It is the responsibility of the Portland Expo Center management to operate the facility in a sound business manner to maximize both economic benefit and financial stability of the facility. Consequently, Center management reserves the right to promote, solicit, develop and make reservations for any activity deemed appropriate to the Center's objectives, and to qualify all activities requesting utilization of the facility.

Consumer Show Event Spacing:

- **30 Days** - Event spacing shall apply to events that have twenty percent (20%) like exhibitors, when using a minimum of 70,000 gross square feet of exhibit hall space and are actively competing for specialized local markets. Events shall maintain a clearance period of 30 days prior to the first show day and 30 days after the last show day. Ingress and egress days are excluded.

- **60 Days** - Event spacing shall apply to events that have twenty percent (20%) like exhibitors, when using a minimum of 180,000 gross square feet of exhibit hall space and are actively competing for specialized local markets. Events shall maintain the clearance period of 60 days prior to the first show day and 60 days after the last show day. Ingress and egress days are excluded.

Spacing of shows may be adjusted to shorter periods of time if event producers of each show agree to shorten the protection period. This approval would be in writing and obtained from each promoter affected by the Portland Expo Center spacing policy.

The Portland Expo Center Executive Director shall have the right to establish an alternative spacing clearance, as deemed appropriate to the welfare of the Center.

Definition of Terminology:
In the process of scheduling facilities and dates, the following terms and definitions shall always apply to scheduling commitments, i.e. reservations issued by the authority:

- <u>Tentative</u>: Facilities and dates will be held pending notification to the contrary by either party. In the event a tentative commitment is released by the Portland Expo Center, the requested party will be notified that the facilities and/or dates have been released.

- <u>Second Option</u>: Facilities and dates will be reserved tentatively, but the tentative reservation will be contingent upon release of a prior reservation which is considered first option.

- <u>First Option</u>: Facilities and dates reserved on first option are reserved tentatively but a conflicting commitment to the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without first offering the party holding the first option an opportunity to either execute a license agreement or release its reservation.

- Definite: Facilities and dates are considered a confirmed or contractual commitment only upon execution of a Portland Expo Center license agreement by the event sponsor and the Portland Expo Center Executive Director specifying all details of the commitment. However, facilities and dates may be held as "definite" upon receipt of a letter of confirmation signed by both the event sponsor and the Portland Expo Center Executive Director pending the preparation of a license agreement. In the event such a letter of confirmation is signed by both the sponsor and Travel Portland, no conflicting scheduling will be made during a reasonable period, permit preparation and execution of a license agreement. Definite holds may also be placed on space by Travel Portland for confirmed room night generated business as outlined in scheduling of 1st priority events beyond 13 months.

No variance from the Center's agreement represented in the above terms may be made in any case except upon the prior, express written approval of the Portland Expo Center Executive Director.

Deposit Schedules:

Deposits are required for all activities upon execution of a formal Center license agreement. For both first and second priority events the deposit schedule is as follows:

Sporting Events/Competitions, Tradeshows, Consumer/Public Exhibitions
- On signing - $1,000.00 to 25% of rental
- 30 days prior to event - Balance due

Events Where Rental Value is Less Than $1,000.00
- On signing - 100% of rental

Events Where Rental Value is More Than $1,000.00
- On signing - 25% of rental
- 30 days prior to event - Balance due

Notwithstanding the foregoing, first-time events without a past history of success, and event sponsors with inadequate references, no prior event history, a record of slow payment, etc. may be required at the Center's option to remit up to one hundred percent (100%) of anticipated rental plus a contingency fee to cover event related costs at the discretion of the Portland Expo Center Executive Director.

Events and circumstances not covered in the above scheduling policies may be subject to special conditions as deemed appropriate by the Executive Director.

Facility Use Application and Approval:

Clients that wish to reserve any part of the Portland Expo Center on either a tentative or definite basis may be asked to first submit a Facility Use Application Permit.

The Portland Expo Center management may decline to approve any application for any producer on the basis of credit references, financial ability or prior experience or for any producer whose conduct is or in the opinion of the management may not be beneficial to the interest of the Metropolitan Exposition Recreation Commission.

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Portland, OR 97232-2736
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File #: MERC RES 26-08 **Agenda Date:**7/1/2026

Resolution 26-08: For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2026-27.

MERC Chair Karis Stoudamire-Phillips

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 26-08

For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2026-27.

WHEREAS, at the July 1, 2026 regular meeting of the Metropolitan Exposition Recreation Commission, the following Commissioners were nominated and elected as the Metropolitan Exposition Recreation Commission officers for a one year term, beginning July 1, 2026 and ending June 30, 2027:

Chair: Karis Stoudamire-Phillips
Vice Chair: Damien Hall
Secretary-Treasurer: Deidra Krys-Rusoff

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

Approved as to Form:

Carrie MacLaren, Metro Attorney

____
Chair

By:

____
Nathan A. S. Sykes, Deputy Metro Attorney

____
Secretary/Treasurer

File #: MERC 26-65 **Agenda Date:**7/1/2026

Expo Future Project Update

Cindy Wallace, Executive Director, OCC+Expo
Layan Ammouri, Expo Future Project Manager

EXPO FUTURE PROJECT: PRESENTATION OF INTERIM SPORTS INVESTMENTS

Date: June 24, 2026
Department: Chief Operating Officer
Meeting Date: July 1, 2026

Presenters:
Cindy Wallace, she/her, Executive Director, OCC+Expo
Layan Ammouri, she/her
Expo Future Project Manager

ISSUE STATEMENT

Metro Council Resolution 25-5451 and Metropolitan Exposition and Recreation Commission (MERC) Resolution 25-02 both adopted in January 2025, advanced one of two key objectives of the Expo Future project:

> Objective 2: Leveraging Oregon's status as an international powerhouse in the sport and outdoor industry, Metro will pivot Expo's future redevelopment as a community-centric destination venue that prioritizes amateur, professional, and recreational sports.

Among other directives, the resolutions included the following action:

> Directs staff to propose a package of short-term, interim investments and funding sources in Metro's FY25-26 budget within 90 days of adoption of this resolution for the purpose of better preparing Expo Center to attract and to host more sporting events and tournaments, preferably regional or larger, and to generate resources that allow Expo to meet needs for public use.

ACTION REQUESTED

Staff will present MERC with responses to questions posed by Metro Councilors and MERC Commissioners at the February 10, 2026, joint work session, as well as staff recommendations for interim sport investments and improvements to Halls D & E, the two modern halls at Expo. The questions posed focused primarily on the viability of transitioning one or both halls to year-round sports usage, as well as impacts to trade and consumer shows and how those impacts may be mitigated. The presentation will include market and financial forecasts to inform decision-making.

Staff is seeking MERC direction to the following:

- Direction on which of the investment options presented better equip Expo to attract and host sporting events in Halls D & E, as well as best balance annual repeat consumer and trade show use, regular community use, and sports tourism.
- Insight about other information MERC would like to receive to support direction on interim investments.

IDENTIFIED POLICY OUTCOMES

The goal for Expo's future redevelopment is to be a community-centric destination venue that prioritizes amateur, professional, and recreational sports. Expo Future Phase 2 reviewed four sports scenarios that resulted from a market study. The preferred scenario identified basketball and volleyball based on their forecast event counts and attendance. The flat floors needed for basketball and volleyball provide flexibility for other sports uses, such as pickleball, wrestling, and cheer/dance. Within the Sports & Facilities Committee's Public Use Statement, an emphasis is placed on the importance of striking a balance in creating a regionally significant sports competition and tournament venue and ensuring local community members have reliable venue access.

There are several important considerations to weigh as part of the equipment selection for this project, including:

- Annual Repeat Clients - Do the sport equipment and infrastructure investments accommodate or preclude the future use of Halls D & E for Expo's traditional tradeshow and consumer event activities.
- Community Benefit – Staff will recommend equipment and sports improvements that support community benefit. In some cases, the investment that best supports community use is more expensive than mobile solutions. For example, permanently installed basketball hoops to the hall roof structures has the significant advantage of reduced time and labor to turn the halls from basketball to other uses. This higher initial investment is valuable to support community use and reduce on-going operational costs.
- Tournaments/Economic Impact – It is expected that the court spaces will be available for weekend tournaments. This use provides the greatest economic impact to Expo's operations and the region through the attraction of out-of-town families and athletes who generate impact through local hotel stays, restaurant visits, and other spending. Facility scheduling and use will follow the *Portland Expo Center Booking and Scheduling Policies and Procedures*, which also provides direction on scheduling annual repeat clients.

Most of the equipment and sports improvements needed to make Halls D & E sport ready for basketball and volleyball have permanent or temporary solutions. For example, there are "rubberized" court floor options with a 10+ year expected use life that are permanently installed and that can accommodate the impacts associated with most of Expo's annual repeat client activities. Hardwood court flooring is much less flexible and would require either removal or protective coverings to support annual repeat client activities. Other variables include cleaning and maintenance requirements, warranty, the time required to set and strike equipment, repairability, storage needs, and client/user preferences. The team also reviewed existing facility conditions to identify other maintenance or infrastructure renewal, and replacement needs to ready the halls for sports. The project team assessed these options with the intent to provide recommendations that balance the considerations.

POLICY QUESTION(S)
N/A

POLICY OPTIONS FOR TO CONSIDER
N/A

STAFF RECOMMENDATIONS
Staff will present MERC with responses to questions posed by Metro Councilors and MERC Commissioners at the February 10, 2026, joint work session, as well as staff recommendations for interim sport investments and improvements to Halls D & E, the two modern halls at Expo. The presentation will include market and financial forecasts to inform decision-making. Staff considered future business development, annual repeat client use, community benefit, and tournament use (economic impact) when determining recommendations.

STRATEGIC CONTEXT & FRAMING COUNCIL DISCUSSION
In January 2025, Council and MERC directed staff to proceed with activities that support meaningful representation and memorialization of the histories and cultures associated with the Expo site and to pivot Expo to a sports-centric venue. These activities will support Metro's goal of ensuring long-term financial sustainability of the Portland Expo Center.

Racial Equity
Expo Future Phase 3 activities advance the following goals of Metro's *Strategic Plan to Advance Racial Equity, Diversity, and Inclusion*:

A, convening and supporting regional partners to advance racial equity
B, meaningfully engaging communities of color
D, creating safe and welcoming services, programs, and destinations

As the project evolves to include construction, business development, and job creation, it also has the potential to meet Goals C and E of the plan:

C, a racially diverse workforce
E, resource allocation that advances racial equity

Climate Action
Sustainability is one of the Guiding Principles of the Expo Future Project. Phase 3 project recommendations of the Expo Future Historical Significance & Memorialization and Sports & Facilities committees support climate action goals through the following proposed activities:

- Analyzing Halls A, B, and C to determine the potential for reuse/renovation of the structures and for reuse of the buildings' materials if reuse of the structure is deemed not to be feasible
- Designing the proposed new court sports facility to secondarily accommodate large-scale exhibitions, thereby extending its functional capacity
- Installation of more landscaping and green restored space at the site
- Following Metro's Sustainable Building Practices if or as the project moves to design and construction

BACKGROUND
The Metro FY2025-26 adopted budget included $2 million from the Metro General Fund to prepare Expo Center to attract and host more sporting events and tournaments, including improvements such as sports flooring, basketball hoops, volleyball nets, court net curtain dividers, and other related sports improvements. This $2 million was not expected to fully cover the improvements and equipment needed for the complete interim sports pivot. Rather, the investment provided funding to contract with the necessary experts to inform options and decision-making for an interim sports investment.

To advance this work, Metro established a project team consisting of OCC + Expo sales, facilities, and events staff plus representatives from Sport Oregon, Travel Portland, Columbia Empire Volleyball Association (CEVA), and Hoop Source. These experts were engaged to provide strategic input on improvement options, venue operations, and to share their deep experience hosting volleyball and basketball tournaments and the requisite investments to make Expo sport ready for future tournaments.

Metro contracted with Scott Edwards Architecture (SEA), an architecture firm to support programming and design options for a full investment of equipment and improvements for Expo Halls D & E. At the February 10, 2026, joint Metro Council and MERC meeting, staff were directed to pursue the full build-out options for Halls D & E with project costs estimated between $14-16 million. In addition, Metro engaged Hunden Partners to support market and financial analyses associated with the options. Hunden Partners was a primary consultant for Expo Future Phase 2 deliverables. Representatives from Expo, Sport Oregon, Travel Portland, CEVA, and Hoop Source all provided financial, event count, event attendance, and hotel night data to inform forecasts for growth potential.

The FY2025-26 adopted budget provided $2 million for this project. That amount was not expected to cover a full improvement solution needed for the complete interim sports pivot. To accommodate annual repeat client use, community benefit, tournaments and future business development while keeping operational and labor expenses down, staff recommended Council affirm the full turn-key solution that incorporates permanent sport flooring, installed basketball hoops, mobile volleyball nets, enhanced lighting and mobile scoreboards with an estimated project cost of $14-16 million. The Metro Chief Financial Officer recommends Metro obtain a loan to fund these improvements. The FY26-27 COO Recommended Budget, which Council will likely adopt in June 2026, includes general fund appropriations to pay debt service on such a loan.