

**SIXTH AMENDMENT TO THE BYLAWS OF THE SAN FRANCISCO REDEVELOPMENT
EMPLOYEE ASSOCIATION, A CHAPTER OF THE INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO
(Adopted September 28, 2011)**

PREAMBLE

The San Francisco Redevelopment Employee Association (the “Association” or “SFREA”) is formed to provide a voice and vehicle for the interests of employees of the Redevelopment Agency (the “Agency”) of the City and County of San Francisco who are represented by the Association (the “Members”). The mission of the Association is to be heard and considered by the Agency in all matters and decisions that may affect the conditions of employment of the Members. The specific goals of the Association are to:

1. Represent the Members of the Association for the purpose of meeting, conferring and negotiating regarding wages, hours, benefits and other terms and conditions of employment;
2. Improve the effectiveness of employment relations with executive management of the Agency;
3. Advocate for the creation and on-going administration of fair and equitable processes for resolving employment disputes between Members and Agency executive management and between the Members and the Agency Commission;
4. Foster career growth and development of the Members;
5. Enhance the morale of its Members; and
6. Promote the effective delivery of services by the Agency to the people of the City and County of San Francisco.

SECTION I. Name of Organization

- 1.1 **Name.** The organization shall be known as the San Francisco Redevelopment Employee Association, a chapter of the International Federation of Professional and Technical Engineers, Local 21 (“Local 21”).
- 1.2 **Bargaining Units.** SFREA represents three bargaining units recognized by the Agency: the Professional/Technical Unit, the Manager/Supervisory Unit, and the Engineers and Architects Unit (each a “Bargaining Unit” or “Unit” and collectively the “Units”).

SECTION II. Membership

- 2.1 **Membership.** Any person employed by the Agency in a classification in one of the Units represented by the Association may apply to become a Member of the Association subject to the applicable Memorandum of Agreement (“MOA”) with the Agency and in accordance with Article IV of the Local 21 Bylaws.
- 2.2 **Associate Membership.** Retired Members, Members who leave a SFREA Bargaining Unit in good standing, and persons who are in a classification not represented by the Association may be accepted as Associate Members at the discretion of the Executive Committee (Executive Committee is defined in Section 5.1) and in accordance with Article IV of the Local 21 Bylaws. They will be entitled to receive selected Association mailings, but not to vote in Association elections or to run for an Association office.

- 2.3 **Definition of Members.** The terms “Member,” “Members,” and “Membership” shall include any category of Association Membership described in this Section.
- 2.4 **Duties of Members.** It shall be the duty of every Member to support the goals of the Association, as stated in the Preamble, and abide by all Association rules and decisions. No Member shall be a party to any activity to secure the disestablishment of the Association as a collective bargaining agent, or maliciously interfere with the business of the Association or a Local 21 business representative or an Association Officer in the performance of legitimate duties.
- 2.5 **Loss of Good Standing.** A Member shall lose her/his good standing in the Association by suspension or expulsion from the Membership after appropriate proceedings in conformity with the Constitution of the International Federation of Professional and Technical Engineers, or automatically by nonpayment of dues for a period of three (3) months, except as provided in Section XIV. D of the Local 21 Bylaws.
- 2.6 **Termination.** The retirement or termination of employment with the Agency of any Member shall result in the immediate termination of that person’s membership in the Association unless otherwise determined by the Association pursuant to these Bylaws. The obligation of that person to pay dues shall also terminate with the pay period following such action. Any Member who moves out of a classification represented by the Association will have no further SFREA dues assessed unless they re-apply for and are accepted as an Associate Member.

SECTION III. Representation

Members shall be entitled to the following representation from the Association subject to the limitations stated herein and in accordance with Local 21’s Bylaws and representation policies:

3.1 **Collective Bargaining Representation.**

- a. The Membership shall select a Negotiating Team to represent the Association in Meet and Confer and MOA negotiations with the Agency and endeavor to communicate clearly with and consult with Members about the status of said discussions and contracts.
- b. The Negotiating Team shall consist of four (4) Member representatives, including one (1) Member from each Bargaining Unit and one (1) Member of the Executive Committee, as defined in Section 5.1, and the Local 21 business representative. Each Bargaining Unit representative shall represent the Members of his/her Unit. The Executive Committee representative shall represent the interest of the Association as a whole.
- c. Each Bargaining Unit and the Executive Committee shall select its representative and an alternate, who, in the absence of the representative, shall serve in place of the representative on the Negotiating Team. A Bargaining Unit may hold a special meeting of its Members to select the representative and alternate. Selection of representatives and alternates shall be by a simple majority vote of the Bargaining Unit Members or the Executive Committee at either a general Membership meeting or a special meeting.

- d. MOAs and amendments thereto shall be subject to ratification by a majority of the Members of the respective Unit pursuant to Section 10.11.

3.2 Grievance Representation. The Association will provide fair representation to all persons holding a classification included in any SFREA Bargaining Unit in grievance procedures pursuant to the terms of the respective MOAs with the Agency.

3.3 Other Representation. The Association will provide fair representation to all persons holding a classification included in any SFREA Bargaining Unit in disciplinary meetings and, as requested by a Member in other meetings.

SECTION IV. Officers

The Officers of this Association shall be Members elected according to the provisions of Section VII of these Bylaws. Their duties shall be as follows:

4.1 President.

- a. To preside at all meetings of the Association and of the Executive Committee.
- b. To appoint ad hoc committees and their chairs, and representatives to Agency working groups and committees, as may be deemed advisable or as requested by the Membership or the Executive Committee subject to approval by the Executive Committee.
- c. To co-sign checks with the Treasurer.
- d. To call meetings of the Association and the Executive Committee.
- e. To review or sign official documents or correspondence.
- f. To make written and oral representations on behalf of the Association. The President shall bring all matters to the Executive Committee for decision before making any official representation thereon.
- g. To represent the SFREA Chapter as a delegate at the Local 21 Delegate Assembly (the "Delegate Assembly").

4.2 Vice President.

- a. To perform the duties of the President during the absence of the President.
- b. To assist the President in the conduct of meetings of the Association.
- c. To serve as the Association's Membership Chair by: 1) soliciting and receiving membership applications, and 2) assisting the Executive Committee's filling of vacancies in accordance with Section 5.3.i.
- d. To represent the SFREA Chapter as a delegate at the Delegate Assembly.

4.3 Treasurer.

- a. To collect and disburse all funds other than normal Union dues.
- b. To keep an itemized account of all receipts and disbursements.
- c. To prepare quarterly reports of all income and disbursements and distribute the reports to the Members.
- d. To prepare and submit to the Association a proposed annual budget and an itemized statement of receipts and disbursements for the previous fiscal year.
- e. To deposit all funds in excess of \$150 in the bank in the name of the Association, to be drawn out only by checks of the Association. Funds in an amount equal to or less than \$150 may be kept by the Treasurer at the Agency for petty cash purposes
- f. To file State and Federal tax returns as required by law.
- g. To represent the SFREA Chapter as an alternate delegate at the Delegate Assembly.

4.4 Secretary.

- a. To keep records of the correspondence and business of the Association.
- b. To keep the names and addresses of all the Members of the Association.
- c. To keep the minutes of the regular and special meetings of the Association and the Executive Committee.
- d. To submit minutes of the Association and Executive Committee meetings to the Executive Committee for approval in a timely manner.
- e. To distribute minutes of Association meetings to the Membership upon approval of the minutes by the Executive Committee.
- f. To prepare correspondence.
- g. To circulate notices and agendas of meetings to be held by the Association.
- h. To maintain the official copy of the Bylaws of the Association and to make copies available upon request.
- i. To represent the SFREA Chapter as an alternate delegate at the Delegate Assembly.

SECTION V. Executive Committee

- 5.1 Executive Committee.** The Executive Committee shall consist of the following nine (9) Members of the Association: President, Vice President, Treasurer, Secretary and five (5) elected at-large Members. The at-large Members of the Executive Committee shall be elected according to the provisions of Section VII of these Bylaws. The Executive Committee shall be broadly representative of the membership of all three Units.
- 5.2 Shop Stewards.** Shop Stewards shall serve as advisory, non-voting Members of the Executive Committee.
- 5.3 Duties of the Executive Committee.** The duties of the Executive Committee shall be as follows:
- a. To meet monthly, and as required, to carry out the business of the Association; the monthly meetings shall include the Shop Stewards. The Executive Committee can hold a meeting if no Shop Steward is present.
 - b. To approve minutes of Association and Executive Committee meetings that are submitted by the Secretary in a timely manner.
 - c. In consultation with the Membership, to establish goals and objectives for the Association, including an annual Chapter Work Plan, and to work toward those goals and objectives.
 - d. To devise ways and means of carrying out the policies and actions of the Membership.
 - e. To advise the Membership.
 - f. To handle all Association problems that arise between Membership meetings and to develop solutions, formulate policies and make recommendations of same to the general Membership.
 - g. To take any appropriate action on business brought before it.
 - h. To review and approve ad hoc committees and their chairs, and representatives to Agency working groups and committees.
 - i. To work under the guidance of the Vice President, to fill all vacancies among the Officers and voting and non-voting Members of the Executive Committee by appointment until the next regular election; provided however, that this shall not supersede the order of ascendancy set forth in Section 10.8.
 - j. To take all actions necessary and appropriate to comply with any laws, regulations or contracts.
 - k. To perform such other duties as are herein provided or delegated to it or conferred by law.
 - l. To consult and provide advice to Members regarding individual employment issues.
 - m. To consult with the Membership on negotiating strategies and goals as appropriate.

- n. To work with the Local 21 business representative.
- o. To serve as the Nominating Committee for Chapter Elections.

SECTION VI. Shop Stewards

- 6.1 Shop Stewards.** The Shop Stewards of this Association shall be Members elected according to the provisions of Section VII of these Bylaws. Each Bargaining Unit shall have two (2) Shop Stewards.
- 6.2 Duties of the Shop Stewards.** The duties of the Shop Stewards shall be as follows:
- a. Attend disciplinary meetings or grievance hearings at the request of the affected Member.
 - b. Participate in meet and confer sessions at the request of the President, Executive Committee, or the Local 21 business representative.
 - c. Participate in the orientation of new Agency employees eligible for membership in the Association.
 - d. Serve as an informal resource on employee issues affecting Members.
 - e. Attend the monthly meetings of the Executive Committee.

SECTION VII. Elections

- 7.1 Nominating Committee.** The Executive Committee shall serve as the Nominating Committee for the Association.
- 7.2 Nominations.** The regular nomination process shall occur in October of an odd-numbered year. It shall be the duty of the Nominating Committee to prepare a list of nominees for the Officers, at-large Members of the Executive Committee, and Shop Stewards of the Association (the "Elective Offices") for voting by ballot ("Ballot Voting") and to distribute a ballot that includes all nominees to each Member prior to the regular meeting of the general Membership at which the election will be held. Nominations for President and Vice President shall include notice that these positions will serve as delegates to the Delegate Assembly, and nominations for Treasurer and Secretary shall include notice that these positions will serve as alternate delegates to the Delegate Assembly. To the greatest extent possible, the Nominating Committee shall seek a balance of representation in the nominations from all Units.
- 7.3 Nominations from the Floor.** Additional nominations may be made from the floor by Members of the Association during the regular meeting of the general Membership at which the elections take place. Ballots shall include provisions for write-in candidates for each elective office.
- 7.4 Elections for Elective Offices.** All Officers and two (2) at-large Members of the Executive Committee shall be elected by a simple majority secret ballot vote of the Members. One (1) at-

large Member of the Executive Committee and two (2) Shop Stewards shall be elected by a simple majority secret ballot vote of the Members of each Bargaining Unit, for a total of three (3) at-large Members of the Executive Committee and six (6) Shop Stewards to be elected by the Units. Ballot Voting shall be used in voting for the Elective Offices in order to facilitate voting by all Members, including those who are not able to attend the meeting where the vote is held. Any Member not attending the meeting shall ensure that his/her ballot is submitted to the Nominating Committee at or prior to the meeting.

- 7.5 **Elective Office Terms.** All Elective Offices shall serve two-year terms, which shall begin on January 1st of the year following the election and shall run through December 31st of each odd-numbered year. Any vacancy in an Officer positions arising after an election may be filled by the Executive Committee pursuant to Section 5.3.i.

SECTION VIII. Dues

- 8.1 **Dues for Members.** Membership dues shall be in accordance with Local 21 Bylaws.
- 8.2 **No Dues.** There shall be no dues for Associate Members as defined in Section 2.2 .
- 8.3 **No Exemption from Dues.** Subject to the Union Membership provisions of the respective MOA, no Member shall be exempted from the payment of dues which have been approved by the Membership.

SECTION IX. Disbursements

- 9.1 **Annual Budget.** Should funds in addition to the normal Union dues be collected, such funds shall be expended in accordance with an annual budget which shall run from January 1st to December 31st unless otherwise approved by the Membership. The budget for the use of such funds shall be prepared by the Treasurer, reviewed by the Executive Committee, and presented to and approved by the general Membership of the Association.
- 9.2 **Line Item Changes.** Line item changes to the annual budget may be made by the Executive Committee. Line item changes in excess of 10% of the annual budget must be approved by the Membership.
- 9.3 **Financial Reports.** A complete financial report shall be provided by the Treasurer to the general Membership at the regular meeting in which the budget is approved.

SECTION X. Meetings

- 10.1 **Executive Committee Meetings.** Regular Executive Committee meetings shall be held monthly, and as required, on dates selected by the Executive Committee. The Executive Committee may cancel any regular meeting; however, two consecutive regular meetings may not be canceled.
- 10.2 **Quorum of the Executive Committee.** Five Members of the Executive Committee shall constitute a quorum to vote.

- 10.3 **Excused Absences of Voting Executive Committee Members.** Regular attendance at Executive Committee meetings is critical to the Association's ongoing success. If a voting Executive Committee Member provides prior notification of an absence from an Executive Committee meeting to the President or other Officer of the Association, then such absence is considered an excused absence. If the President or other Officer of the Association receives no prior notice, then the absence is unexcused. If a voting Executive Committee Member has more than three (3) unexcused absences or has more than six (6) excused absences of an Executive Committee meeting in a calendar year, then upon a two-thirds vote of the Executive Committee Members present at a regular Executive Committee meeting, the absent Member may be removed. The vacant seat on the Executive Committee shall be filled pursuant to Section 5.3.i.
- 10.4 **Membership Meetings.** Regular meetings of the Membership shall be held monthly, on dates selected by the Executive Committee.
- 10.5 **Meeting Times and Places.** The times, places and nature of meetings shall be determined by the Executive Committee except as decided otherwise by the Membership.
- 10.6 **Special Meetings.** Special meetings shall be called by the President at the request of or with the approval of a majority of the Members of the Executive Committee or the Membership.
- 10.7 **Voting.** The vote of a simple majority of those Members present at a meeting shall be sufficient to decide any issue presented to the Membership unless otherwise provided in these Bylaws. Notwithstanding this requirement, Ballot Voting may be authorized on a case-by-case basis for a specific vote following authorization by the Executive Committee. Ballot Voting will be considered by the Executive Committee in order to facilitate voting by all Members, including those who are not able to attend the meeting where the vote is held. A simple majority will also apply for Ballot Voting.
- 10.8 **Chairing of Meetings.** The President shall preside at all Association meetings unless he/she is absent. In the absence of the President, the Vice President shall preside. In the absence of the President and the Vice President, the Treasurer shall preside. In the absence of the President, Vice President and Treasurer, the Secretary shall preside.
- 10.9 **Bargaining Unit Meetings.** Each Bargaining Unit shall hold regular meetings separate from the Association meetings to discuss matters pertaining to the Unit. The Bargaining Unit meetings shall be held as required, on dates selected by the Unit.
- 10.10 **Quorum of the Bargaining Unit.** Fifty percent (50%) of the Members in a Bargaining Unit shall constitute a quorum to vote; however, the Executive Committee can waive this quorum requirement on a case by case basis.
- 10.11 **Voting on Bargaining Unit Issues.** Only Members in classifications assigned to a Bargaining Unit represented by the Association shall be eligible to vote on matters affecting that Bargaining Unit. The requirements of Sections 10.7 and 10.10 shall apply to voting on a Bargaining Unit basis.

- 10.12 **Notices and Agendas of Regularly Scheduled Meetings.** Notices and agendas of all regularly scheduled meetings shall be circulated no less than 72 hours before such meetings. Business not included in an agenda may not be discussed unless a majority of Members in attendance approves.
- 10.13 **Rules of Order.** Unless otherwise provided in these Bylaws, Robert's Rules of Order shall govern all meetings of the Association.

SECTION XI. Hold Harmless.

- 11.1 **Member Indemnification.** Any Member authorized to act on behalf of the Association shall be held harmless from all claims against such Member arising from their conduct of the business of the Association.

SECTION XII. Amendment of Bylaws

- 12.1 **Amendment Process.** These Bylaws may be amended by two-thirds vote of the Members present at any regular meeting, provided that a copy of the proposed amendment shall have been circulated, together with a copy of the pertinent section of the Bylaws in force, as part of the meeting notice and agenda at least ten (10) days prior to the regular meeting at which the amendment is to be acted upon.
- 12.2 **Amendment Proposal.** An amendment of these Bylaws may be proposed by the Executive Committee or by ten percent (10%) of the Members, provided that such amendment is first presented to the Executive Committee for such review and revision as the Executive Committee deems appropriate prior to submission to the Membership.

I certify that the above Bylaws were adopted by the Membership at a duly noticed meeting held on September 28, 2011.



/s/ Michele Davis

, Secretary