

ARTICLE I

PREAMBLE

This AGREEMENT is between the, City of Springfield, Illinois, an Illinois Municipal corporation, (hereinafter referred to as “Employer” or Department”), and Police Benevolent and Protective Association, Unit #5 (hereinafter referred to as “PBPA”).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the PBPA, to promote the trust and confidence of the general public in the Department and its officers, to establish equitable and peaceful procedures for the resolution of differences, and to establish rates of pay, hours of work and all other conditions of employment.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE II

RECOGNITION AND REPRESENTATION

2.1 Appropriate Bargaining Unit

The Employer recognizes the PBPA as the sole and exclusive bargaining representative for all officers in the appropriate bargaining unit from the first day of employment consisting of police training cadets, patrol officers and sergeants, hereinafter referred to as “officers”. Excluded are individuals holding rank above sergeant and all other supervisory, managerial, and confidential employees.

2.2 Duty to Bargain

Co-existing with the management rights clause of this Agreement, the Employer shall be required to bargain collectively with regard to all matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request of the PBPA pursuant to and in accordance with the provisions of the Illinois Public Labor Relations Act.

2.3 New Positions or Classifications

(A) Should the Employer create new positions, ranks or classifications within the bargaining unit, the PBPA shall be notified in writing providing the position name, duties, and proposed wage rate. If the PBPA disagrees with the new position or classification in regards to wages only, the matter shall be resolved in accordance with the Illinois Public Labor Relations Act.

(B) The Employer recognizes the integrity of the bargaining unit and it will not take any action directed at eroding it.

ARTICLE III

NON-DISCRIMINATION

3.1 Non-Discrimination

(A) Equal Employment Opportunity

In accordance with applicable law, neither the Employer nor the PBPA shall discriminate in a manner which would violate federal or state laws against any officer covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical disabilities, political beliefs, marital status, PBPA activities or non-PBPA activities. The provisions of the Americans with Disabilities Act (ADA) will be complied with by both the Employer and the PBPA. Provisions relative to the Family and Medical Leave Act, as amended, outlined in Article XII, will be complied with by both the Employer and the PBPA.

(B) Non-Discrimination

Neither the Employer nor the PBPA shall interfere with the rights of officers to become or not become members of or otherwise support or not support the PBPA, and there shall be no discrimination, interference, restraint, or coercion by the PBPA, Employer or any Employer representative against any officer because of his membership or non-membership, support or non-support of the PBPA or the exercise of his lawful rights.