

**(C) Use of Masculine Pronoun**

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**3.2 No Interference**

The Employer agrees not to interfere with the rights of any employee of the City of Springfield, Illinois who acts in accordance with the department's rules and regulations and lawfully supports the PBPA.

Grievances filed by the PBPA for Employer violations of this section involving non-bargaining unit members shall not be subject to the arbitration provisions of this Agreement.

**3.3 Political Activity**

The Employer agrees not to make or enforce any rule or ordinance which will inhibit or prohibit any employee from exercising his full political rights to engage in political activities, including the right to petition, make speeches, campaign door-to-door, run for public office, so long as the employee does not use his official position to coerce or influence others and does not engage in these activities while he is on duty. The political activity in which officers shall be authorized to engage shall be governed by the provisions of Illinois Compiled Statutes 65 ILCS 5/10-1-27.1, as currently enacted or hereinafter amended.

**ARTICLE IV**

**MANAGEMENT RIGHTS**

**4.1 Management Rights**

It is recognized that the Employer has, and will continue to retain, the right and responsibility to direct the affairs of the Police Department in all its various aspects except as limited by the express terms hereof.

Among the rights retained by the Employer is the Mayor's (or his designee's) right to direct the work forces; to plan, direct and control all the operations and services of the Police Department; to schedule and assign work, to establish work and productivity standards, and from time to time, change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are

to be conducted; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. Nothing in this Agreement shall be construed as improperly delegating to others the authority conferred by law on the Employer, or in any way improperly abridging or reducing such authority, and further, nothing contained herein shall improperly supplant the lawful authority of the Springfield Civil Service Commission. The Employer will not exercise the foregoing management rights inconsistent with this Agreement.

## **ARTICLE V**

### **NO STRIKE AND NO LOCKOUT**

#### **5.1 No Strike**

During the term of this Agreement, neither the PBPA, its officers nor agents nor any officer will instigate, promote, or engage in any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work, the abstinence from the faithful and proper performance of all the duties of employment, or any illegal activity, regardless of the reason for doing so.

#### **5.2 No Lockout**

So long as there is no violation of Section 5.1 above, the Employer will not lockout any employee during the term of this Agreement as a result of a labor dispute with the PBPA.

#### **5.3 Resumption of Operations**

In the event of action prohibited by Section 5.1 above, the PBPA immediately shall publicly disavow and denounce such action and request the officers to return to work.

#### **5.4 Discipline of Strikers**

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any disciplinary action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be subject to the provisions of the grievance procedure; except that the