

### **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.

**(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