

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

issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

### **5.5 Judicial Restraint and Damages**

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

It is the intent and purpose of the parties to use their individual and collective best efforts to settle and resolve their differences on a prompt and informal basis. Where such informal efforts are successful or unsuccessful in resolving a grievance, the resolution or non-resolution of the matter will be reduced to writing with a copy to the grievant, the PBPA and forwarded to the respective Deputy Chief or the Chief, or his secretary, if applicable. The following procedures will be employed where informal resolution was not accomplished.

### **6.1 Grievance Defined**

A grievance is a dispute or difference of opinion raised by the PBPA, by an individual officer, or by a group of officers (with respect to a single common issue) covered by the terms hereof, involving the meaning, interpretation or application of the express provisions of this Agreement.

### **6.2 Procedure**

The formal procedure for resolving grievances between the parties shall be:

**Step 1:** Any officer with or without a PBPA representative or the PBPA may take up a grievance or dispute in writing with his immediate non-bargaining unit supervisor within twelve (12) calendar days of the date when either the officer or the PBPA became aware or should have become aware of the occurrence giving rise to the grievance. Any grievance not filed within such time limits shall be deemed to be waived. If there is no immediate non-bargaining unit supervisor below the rank of Deputy Chief, the officer or the PBPA shall submit