

KENDALL COUNTY, STATE OF ILLINOIS
FACILITIES MANAGEMENT DEPARTMENT
AND
GENERAL CHAUFFEURS, SALES DRIVERS AND HELPERS
LOCAL UNION NO. 330
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



EFFECTIVE DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025

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AGREEMENT

This Agreement is made and entered into by and between the County of Kendall (Facilities Management Department) (hereinafter referred to as the "Employer") and the General Chauffeurs, Salesdrivers & Helpers Teamsters Local Union No. 330 (hereinafter collectively referred to as the "Union"). It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Employer; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 **RECOGNITION AND REPRESENTATION**

Section 1. **Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the Employer in the classification of Maintenance I and Maintenance II; but excluding all other employees of the Employer; supervisors, professionals, short-term employees, managerial and confidential employees as defined by the Illinois Public Labor Relations Act ("IPLRA"); and all other persons excluded from coverage by the IPLRA.

ARTICLE 2 **UNION RIGHTS & DUTIES**

Section 1. **Dues Checkoff.** During the term of this Agreement, the Employer will deduct Union dues from the paychecks of each employee in the bargaining unit who has submitted a dues checkoff authorization. Said dues shall be deducted in equal installments from

the first two (2) paychecks issued to such employee during each month this Agreement is in effect. The Union shall notify the County Administrator or his designee by certified mail of the amount of uniform dues to be deducted.

The Union shall notify the Employer of any changes to the dues deductions authorized herein at least thirty (30) calendar days in advance of their effective date. The Employer will promptly remit to the Union those dues which are deducted from employee paychecks under this Section upon receipt of invoice from the Union.

If an employee has no earnings or insufficient earnings to cover the amount of dues deducted, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2. Indemnification. The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agencies and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written check-off authorization, certification or affidavit furnished under any of such provisions.

Section 3. Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

Section 4. Bulletin Board. The Director or his designee will make available space on a bulletin board for the posting of official Union notices. The bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- a) Notice of union recreational and social activities;
- b) Notice of Union elections and results of such elections;
- c) Notice of Union appointments; and
- d) Notice of Union meetings, committee meetings and reports and minutes of said meetings.

If the Union desires to post any other information or material, the Union shall first submit a copy of the same to the Director or his designee for his approval. The Director or his designee shall not unreasonably withhold approval for those postings not included in the list above.

Section 5. Union Visits. Union representatives shall have access to the non-working areas of the Employer in order to help resolve a dispute or problem arising under this Agreement. In order to receive access, the representative must provide at least one (1) hour advance notice to the Director or his designee. The representative may visit with employees before or after the completion of the normal workday, and only if such visit does not disturb the work of employees who may be otherwise working.

Section 6. Union Steward. The Employer recognizes the right of the Union to designate up to one (1) steward and one (1) alternate steward. The Employer shall not be required to recognize any steward or alternate steward unless and until the Union notifies the Employer of the names and date of appointment of such steward and alternate in writing over the signature of appropriate official of the Union. The Union shall notify the Employer of changes in union stewards or alternates within ten (10) business days after such changes occur. The authority of steward and alternate, so designated, shall be limited to and shall not exceed the following duties and activities: Investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

The steward and alternate shall not conduct any Union business during working hours

except for the normal discussion of a grievance, which will not interfere with the Department's operations.

Section 7. **New Hires.** The Employer will notify the Union office of any new bargaining unit employee(s) at least one (1) day before any such employee begins their first (1st) day of employment or on the first (1st) day of employment if the new bargaining unit employee begins employment on the same day they accept the job offer. On or before January 1 of each calendar year, the Union agrees to provide the name and contact information for the individual designated to receive such notice on the Union's behalf. The Union's designated Business Agent will be afforded up to one (1) hour during the new bargaining unit employee's first (1st) workday to conduct Union orientation and to present all relevant documents and information pertaining to Union membership (hereinafter referred to as "the orientation meeting"). If the designated Business Agent cannot conduct the orientation meeting on the bargaining unit employee's first (1st) workday, the Business Agent must contact the Facilities Management Director to schedule the one (1) hour orientation meeting with the new bargaining unit employee on another date and time within the first workweek that is mutually convenient for both the Employer and the Union.

Section 8. **Illinois Public Labor Relations Act.** For all current bargaining unit members and all new hires, the Employer agrees to comply with the Illinois Public Labor Relations Act, as amended for the duration of the collective bargaining agreement. However, the parties agree that any grievance filed by the Union regarding an alleged violation of Article 2, Section 8 may not proceed beyond Step 3 of the grievance procedures set forth in Article 4, Section 2. However, this Section does not waive either party's statutory right to file an unfair labor practice charge through the Illinois Labor Relations Board for an alleged violation of the Illinois Public Labor Relations Act.

ARTICLE 3
MANAGEMENT RIGHTS

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, reasonable policies and all standards of service offered to the public by the Employer; to plan, direct, control and determine all the operations and services of the Employer; to determine the places, means, methods and number of personnel needed to carry out the Employer's mission; to determine the places and locations where employees will perform work; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees for no cause); to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; as long as the contracting out of such goods and services does not eliminate or reduce the Bargaining Unit employees' wages or work, and does not permanently diminish Bargaining Unit work, which has customarily been performed by Bargaining Unit employees; to change or eliminate existing methods, equipment or facilities; and to evaluate performance and productivity and establish awards or

sanctions for various levels of performance which can be subject to the grievance procedure if the annual written performance evaluation results in the Bargaining Unit employee's discipline.

In the event of a civil emergency, which may include but is not limited to riots, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the County Board or its designees, the Employer may take any and all actions as may be necessary to carry out the mission of the Employer, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing rights and powers by the Employer, and the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. The exercise by the Employer of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be binding on the Employer and shall not be the subject or basis of any grievance.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section 1. **Definition.** A "grievance" is defined as a dispute or difference of opinion raised by an employee as to himself against the Employer during the term of this Agreement involving an alleged violation of an express provision of this Agreement.

Section 2. **Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate non-bargaining unit supervisor to resolve problems through free and informal communications. In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve the dispute shall first be made between the employee and his immediate non-bargaining unit supervisor.

If, however, this process does not resolve the matter, the grievance will be processed as follows:

- Step 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.
- Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the County Administrator or his designee within seven (7) calendar days after receipt of the Employer's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The County Administrator or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the County Administrator or his designee shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting.
- Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to a Committee consisting of the County Administrator and two (2) members of the County Board appointed by the Chairman of the County Board ("the Committee") within seven (7) calendar days after receipt of the Employer's answer at Step 2. Thereafter, the Committee or its designee and the other appropriate individual(s) as desired by the Chairman of the County Board, shall meet with the grievant and a Union representative within ten (10) calendar days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Committee or its designee shall submit a written

answer to the grievant and Union within ten (10) calendar days following the meeting.

Section 3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3:

- a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois, Indiana or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall strike two names from the panel, with the party who requests arbitration striking the first two names. The person remaining shall be the arbitrator.
- b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
- c) The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e) More than one grievance may be submitted to the same arbitrator only where both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

Section 5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's answer at the most recent Step answered. If the Employer does not answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved employee may elect to treat the grievance as denied at Step 1 and immediately appeal the grievance to the next Step up through arbitration. The parties may by mutual agreement in

writing extend any of the time limits set forth in this Article.

Section 6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. No action, statement, agreement, settlement, or representation made by any member of the Bargaining Unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Employer unless and until the Employer has agreed thereto in writing.

Section 7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE 5 **NO STRIKE-NO LOCKOUT**

Section 1. No Strike. Neither the Union nor any officers, agents or employees during the term of this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for or against the Employer or any elected official of the Employer, picketing in an Employer uniform or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate this provision may be terminated or otherwise disciplined by the Employer, as the Employer in its discretion deems appropriate. The Union does not waive its right to grieve any such discipline pursuant to the Article 4 Grievance Procedure. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

Section 3. Judicial Restraint. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE 6 **SENIORITY, LAYOFF AND RECALL**

Section 1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay.

Section 2. Probationary Period. All new employees and those employees hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays and vacation. During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated without cause at the sole discretion of the Employer. No grievance shall be presented or entertained in connection with the discipline, suspension, layoff, or termination of such a probationary employee. Upon successful completion of this

probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the Employer in a position covered by this Agreement.

If an employee is appointed from one bargaining unit position to another, the employee will be considered a probationary employee for the first three (3) months of actual work performed by the employee following the effective date of the appointment. During this post-appointment probationary period, the Employer retains the right to return the employee to his former position with or without cause at the sole discretion of the Employer.

Section 3. Seniority List. On a quarterly basis, the Employer will provide the Union with a seniority list setting forth each employee's seniority date, job classification, hourly pay rate, last known mailing address and telephone number on file with the Employer (hereinafter referred to as "seniority list").

The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within thirty (30) calendar days after the Union's receipt of the list.

Section 4. Layoffs. If the Employer in its discretion determines that a layoff of an employee or employees within a position classification is necessary, the Employer will then apply seniority if skill and ability are relatively equal.

Employees who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one (1) year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying job classification in the bargaining unit. If an employee is recalled to a lower paying job

classification, the employee shall be compensated at the rate of pay applicable to such job classification.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to notify the Employer of his intent to return to work within seven (7) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

Section 5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Employer;
- e) falsified his employment application;
- f) fails to report for work within forty-eight (48) hours after the conclusion of an authorized leave of absence;
- g) is laid off and fails to notify the Employer of his intent to return to work within seven (7) calendar days after the Employer mailed his notice of recall;
- h) is laid off for a period in excess of one year;
- i) does not perform work for the Employer (except for military service or a proven work-related injury compensable under workers' compensation) for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or
- j) is absent for three (3) consecutive working days without notifying the Employer

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 1. **Application of Article.** This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of a minimum number of hours of work per day, per week, or per work cycle.

Section 2. **Normal Workday.** The normal workday for employees shall be eight (8) hours, including a one (1) hour unpaid lunch period. In addition, the normal workday will include one paid 15 minute break in the first four hours of the shift and a second paid 15 minutes in the latter four hours of the shift.

Section 3. **Work Cycle.** The work cycle for employees covered by this Agreement shall be seven (7) consecutive days (Saturday through Friday).

Section 4. **Work Schedule.** The normal work schedule for employees covered by this Agreement shall be seven (7) days, normally consisting of five (5) consecutive workdays, as determined by the Director. The normal workweek for employees shall be Monday thru Friday from 7:30 a.m. to 4:30 p.m. The current normal schedule for employees shall remain in effect unless the Employer exercises its right to change the schedule, subject to the procedure set forth below.

Should it be necessary in the Employer's judgment to temporarily establish a schedule departing from the normal workday, normal workweek, or the normal work cycle, the Director will give at least forty-eight (48) hours advance notice of such change to all employees directly affected by such a change. The forty-eight (48) hours advance notice provision may be waived if a temporary schedule change is reasonably necessary for the Employer to address weather conditions or an emergency situation in which case the Employer agrees to provide as much advance notice as possible to all employees directly affected by such a change. The Employer

agrees to notify the affected employees of the anticipated duration of the temporary schedule change and all changes to the anticipated duration of the temporary schedule change.

If the Employer desires to permanently alter employee work schedules, the Employer shall (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) discuss the changes and effects of such changes with the Union.

Section 5. Overtime Pay. Employees shall receive one and one-half times their regular straight time wage rate for all hours actually worked, as provided for in the FLSA, in excess of forty (40) hours per work cycle. Paid vacation, holidays and pre-approved sick/personal leave time shall be considered as time worked when computing overtime. Employees will be required to work overtime assigned by the Employer. The Employer will endeavor to submit time sheets for overtime purposes in a timely manner.

Section 6. Call-In Pay. If the Employer requires an employee to work outside his normal hours of work (*i.e.*, hours not contiguous to his normal shift) and the employee performs such work onsite at the Employer's facilities, then such employee shall receive a minimum of three (3) hours of pay or pay for the actual time worked, whichever is greater, at one and one-half times their regular straight time wage rate. Employees may be required to work for the entire three (3) hours onsite at the Employer's facilities in order to receive the pay for the three (3) hours.

If the Employer requires an employee to work outside his normal hours of work (*i.e.*, hours not contiguous to his normal shift) and the employee performs such work remotely, then such employee shall receive a minimum of one (1) hour of pay or pay for the actual time worked, whichever is greater, at one and one-half (1 ½) times their regular straight time wage rate. Such employee may be required to perform remote work for the entire one (1) hour in order to receive

the pay for the one (1) hour.

When called-in early, employee may choose to complete regular shift. This section shall not be applicable to scheduled overtime or overtime where an employee is called back to correct an error or omission on the part of the employee.

Section 7. **On-Call.** If the Employer specifically designates an employee to remain in an on-call status outside the employee's assigned hours of work, then such employee shall be given at least forty-eight (48) hours' notice, if practicable to do so, and be paid one dollar and fifty cents (\$1.50) per hour for each hour the employee remains in an "on-call status." The Employer reserves the right to establish on-call procedures, which may be modified from time to time at the Employer's discretion. Before modifying such procedures, the Employer will offer to discuss the changes with the Union. Time spent by an employee on "on-call status" shall not be considered hours worked under this Agreement.

Section 8. **No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE 8
LEAVES OF ABSENCE

Section 1. **Jury Leave.** Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror.

The employee shall remit any witness fees or jury service fees to the Employer in order to receive pay for such jury service. An employee may retain however, any jury duty funds

specifically designated as reimbursement for travel expenses.

Section 2. Military Leave. Military Leave and benefits shall be granted in accordance with applicable law.

Section 3. Sick Leave.

(A) **Purpose.** Sick leave is a benefit provided by the Employer to protect an employee against loss of pay if that employee is unable to work by reason of the employee's own non-work related illness or injury or the illness or injury of a spouse, child (including step or adopted) or parent.

(B) **Benefit.** Sick leave will be granted at the rate of twelve (12) days per year of service on the first day of the County fiscal year (December 1st). Upon completion of probation, new hires will receive a reduced proration based on their hire date. During the fiscal year in which sick leave is first granted, an employee may treat and use sick leave days as "personal leave" for non-illness and non-injury related purposes. In this respect, the scheduling and use of "personal leave" will be subject to the same rules and restrictions outlined in Sections 2 and 3 of Article 9 -Vacations.

Sick leave may be accumulated from year-to-year to a maximum of two hundred and forty (240) days. No employee will be permitted to take sick leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Accumulated sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. In addition, accumulated sick leave may be used up to a maximum of twelve (12) days to care for the illness, injury, or medical appointment of the employee's child, stepchild,

spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury.

An employee must first exhaust his or her personal leave granted during the first fiscal year before using any accumulated sick leave. For example, an employee with 240 days of accumulated sick leave and two (2) personal days for the current fiscal year must first exhaust the two (2) days of personal leave before using any of the 240 days of accumulated sick leave.

(C) **Notification.** Notification of absence shall be given to an individual designated by the Director preferably the day before the first day of such absence, and every day thereafter but no later than two (2) hours before the start of the employee's work shift. If the employee is assigned to begin work with an early start time, the employee shall provide the minimum two (2) hours notice before the employee's scheduled early start time. When notifying the Employer of an absence under this Section, the employee shall provide the Employer with accurate information concerning the reason for the employee's absence and anticipated duration of leave, if known. Employer agrees to comply with all HIPAA and FMLA requirements when requesting information about the employee's absence. Failure to properly notify the Employer of an absence shall cause such absence to be considered as an absence without pay, and may subject the employee to discipline, as well. Notification of absence shall be left on the Facilities Management Director's cell phone or, in the Facilities Management Director's absence, any other telephone number as designated in writing by the Employer.

(D) **Proof of Illness/Medical Exam.** As a condition to eligibility for paid sick leave under this Section, the Employer may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) consecutive

workdays; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday, vacation day, or day off; or in such other circumstances where the Employer has evidence of sick leave abuse. The Employer also may require the employee to provide a statement from a physician indicating that the employee is physically able to return to work before an employee may return to work.

In the above circumstances, the Employer may, at its discretion, require an employee to submit to an examination by a physician designated by the Employer at the Employer's expense.

(E) **Usage.** Sick leave shall be used in no less an increment than four (4) hours. "Personal leave", *i.e.*, sick leave earned within the first fiscal year, shall be used in no less than increments of two (2) hours. Any employee who is dismissed, laid off or otherwise terminates their employment with the Employer forfeits all accrued sick leave benefits.

(F) **Abuse.** Sick leave may be used for an employee's own sickness, injury or pregnancy to the extent that such condition renders the employee unable to work. Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. Any or all employees who abuse any of the sick leave benefits or violate any of the provisions described in this Section shall be subject to discipline up to and including termination of employment. The Union shall join the Employer in making an effort to correct the abuse of sick leave whenever and wherever it may occur.

Section 4. Funeral Leave. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) consecutive workdays as paid funeral leave if the employee attends the funeral. For purposes of this Section, an employee's immediate family shall include an employee's current spouse, child (includes step or adopted), grandchild, parent, step-parent, sister, brother, stepsister, stepbrother, mother-in-law, father-in-law,

grandparent or grandparent-in-law. Leave beyond such three (3) days may, upon approval of the Director or his designee, be taken if charged to an employee's accumulated personal days, vacation or compensatory time.

An employee shall provide satisfactory evidence of the death of a member of the immediate family if so requested by the Employer.

In addition to the above provisions, the Employer agrees to provide up to two (2) weeks (10 working days) of unpaid bereavement leave to eligible employees pursuant to the Illinois Family Bereavement Leave Act to:

- (1) attend the funeral or alternative to a funeral of his or her covered family member (as defined by the Illinois Family Bereavement Leave Act);
- (2) make arrangements necessitated by the death of the covered family member;
- (3) grieve the death of the covered family member; or
- (4) be absent from work due to:
 - (a) a miscarriage;
 - (b) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure;
 - (c) a failed adoption match or an adoption that is not finalized because it is contested by another party;
 - (d) a failed surrogacy agreement;
 - (e) a diagnosis that negatively impacts pregnancy or fertility; or
 - (f) a stillbirth.

In the event of the death of more than one covered family member in a 12-month period, the employee is entitled to up to a total of 6 (six) weeks of bereavement leave during that 12-month period. All family bereavement leaves will be granted in accordance with the Illinois Family Bereavement Leave Act. Family bereavement leaves granted pursuant to the Illinois Family Bereavement Leave Act must be completed within 60 calendar days after the date on which the employee receives notice of the death of the covered family member or the date on

which an event listed under subsection (4) above occurs. If the employee has already exhausted all of their FMLA leave time, the employee shall not be eligible for family bereavement leave pursuant to the Illinois Family Bereavement Leave Act.

Section 5. Family and Medical Leave Act. The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act. FMLA packets will be given in a timely manner pursuant to the Family and Medical Leave Act.

Section 6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Employer.

Notwithstanding the foregoing, an employee who uses sick leave in order to care for the illness or injury of a family member, as described in Section 3(B) above, may engage in outside or self employment as long as he does so exclusively from his home while caring for the family member.

ARTICLE 9 **VACATIONS**

Section 1. Vacation Allowance. All full-time bargaining unit employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Vacation accrual is calculated based on the employee's date of hire. Eligible employees shall earn vacation time in accordance with the following schedule:

0-6 Years of Service	10 paid vacation days (8 hour days)
7 -14 Years of Service	15 paid vacation days (8 hour days) (beginning the first day of the month following the employee's sixth (6th) anniversary date)
15 or More Years of Service	20 paid vacation days (8 hour days) (beginning the

first day of the month following the employee's fourteenth (14th) anniversary date).

Vacation accrual is earned and credited at the conclusion of each month, as outlined in the following table:

YEARS OF SERVICE	DISTRIBUTION AT BEGINNING OF MONTH	ANNUAL TOTAL
0-6 years	6.67 hours or 0.83 days	10 days (80 hours)
7-14 years	10 hours or 1.25 days	15 days (120 hours)
15 or more years	13.33 hours or 1.67 days	20 days (160 hours)

Probationary employees will earn vacation time pursuant to the above schedule but cannot use any earned vacation time until after the completion of their probationary period. An employee may carry over from month to month no more than one-and-one-half (1 1/2) times an employee's annual accrual rate. For example, a second (2nd) year employee can carryover no more than fifteen (15) days of vacation leave from one month to the next.

Section 2. Vacation Pay Rate. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation.

Section 3. Vacation Scheduling. Eligible employees shall submit, in writing, to the Employer's designee, any request for vacation leave at least two (2) weeks in advance of the taking of such leave. The Employer, in its sole discretion, may permit an employee to take up to three (3) vacation days with less than two (2) weeks' notice.

Notification of approval or denial by the supervisor for vacation requests shall be provided in writing within a reasonable time after receipt of the vacation request, if the supervisor is present and available to respond. Exception to this procedure may be established

by the supervisor as regards to scheduling of vacations around holidays. An employee may take off a maximum of ten (10) consecutive business days at one time. The ten (10) day period may be extended upon approval by the Employer, if operational needs of the office are satisfied during the employee's extended absence.

Notwithstanding any other provisions of this Agreement, it is expressly agreed that the final right to designate, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Employer or its designee in order to ensure the orderly performance of the services provided by the Employer.

Section 4. Vacation Rights Upon Layoff or Termination. An employee who is laid off for more than ten (10) working days, or who retires, dies, or voluntarily quits prior to taking earned vacation, shall be compensated in cash for the unused vacation he has accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks advance notice in writing in the event of retirement or resignation.

ARTICLE 10 **HOLIDAYS**

Section 1. Holidays Observed. All eligible employees shall receive holiday pay for holidays as designated by the Chief Judge of the 23rd Judicial Circuit. The Chief Judge will declare when the holidays will be celebrated. Holiday pay shall be eight (8) hours straight time pay computed at the employee's base rate of pay.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work his full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Director or his designee. Employees who are suspended, who are on disability leave or any other inactive payroll status shall not be eligible for holiday pay.

Section 3. Pay for Holiday Work. If the Employer requires an employee to work on a recognized holiday, then said employee shall be paid time and one-half (1 1/2) his regular straight-time hourly rate of pay for all hours worked on said holiday in addition to the Holiday pay computed in Section I of this Article.

**ARTICLE 11
SALARIES**

Maintenance I and Maintenance II employees employed on the date that this Agreement is executed by both parties shall receive the following increases to their current salaries effective December 1 of each contract year:

Effective 12/1/2022	Effective 12/1/2023	Effective 12/1/2024
5.0%	4.0%	3.0%

Starting salary for new hires shall be no less than the following: no less than \$42,674.10 for Maintenance I and \$53,925.90 for Maintenance II (effective 12/1/2022); no less than \$44,381.06 for Maintenance I and \$56,082.94 for Maintenance II (effective 12/1/2023); and no less than \$45,712.49 for Maintenance I and \$57,765.43 for Maintenance II (effective 12/1/2024).

**ARTICLE 12
INSURANCE AND PENSION**

Section 1. Insurance.

Bargaining unit members shall be eligible to participate in Kendall County's insurance plan(s) under the same terms and conditions as Kendall County offers to any and all other employees.

Section 2. Pensions.

Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State

Statute.

Section 3. Extent of Coverage.

Except as otherwise provided herein, the extent of coverage under the insurance policies or plan referred to in Section 1 shall be governed by the terms and conditions set forth in said policies or plans.

**ARTICLE 13
MISCELLANEOUS**

Section 1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 2. Ratification and Amendment. This Agreement shall become effective when ratified by the Union and the Kendall County Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 3. Physical Examinations. If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Employer. As part of any physical examination required by the Employer under this or any other provision of this Agreement, the Employer may, with cause, require employees to submit to a urinalysis test and/or other appropriate drug testing, the results of which shall be provided to the Director for appropriate action.

Section 4. Drug Testing. The Employer may require employees to submit to a

urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Employer, providing, in the opinion of the Director or Director's designee, there is sufficient reason for such testing including, but not limited to speech impediment, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others; or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; carelessness that results in any injury to the employee or others; uncharacteristic physical traits; etc. The Employer also may engage in random drug testing provided that no employee is singled out. All random drug testing shall be applied equally to all bargaining unit employees, no more than three (3) times per calendar year. At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Employee and the Employer for appropriate action.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Employer, abuse of prescribed drugs, failure to report to the Director any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be cause for discipline, including termination.

Also, an employee being under the influence of, using, selling, distributing or possessing recreational/non-medical use cannabis and cannabis-infused products while on the Employer's property; while performing the employee's job duties and during compensated time for the

Employer may be cause for discipline, including termination. Such termination may be grieved pursuant to the grievance procedures set forth in Article 4. An employee's work record shall be considered in regard to the Employer issuing appropriate discipline. Employees shall not use recreational/non-medical use cannabis four (4) or fewer hours before performing any job functions that may involve safety-sensitive duties. "Under the influence" of cannabis shall be defined as an employee having a tetrahydrocannabinol concentration of 5 nanograms or more in the employee's whole blood or 10 nanograms or more in another bodily substance of the employee. Also, an employee found to have a tetrahydrocannabinol concentration of 2.5 nanograms or more in the employee's whole blood or 5 nanograms or more in another bodily substance of the employee shall not perform nor be permitted to perform any job functions for at least 24 hours following the test result.

The first time a bargaining unit employee tests positive for recreational/non-medical use cannabis and/or cannabis infused products in a test administered under this Section, the Employer, at its sole discretion, shall have the right to suspend the employee without pay in lieu of termination and require the employee to enroll in a drug or alcohol counseling rehabilitation or assistance program (EAP) at the employee's expense. If any employee who is in need of the EAP refuses to cooperate and/or attend the EAP, such conduct may constitute grounds for immediate termination of employment. Any employee who is required by this policy to satisfactorily participate in an EAP shall furnish to the Director written proof of the satisfactory completion of the EAP. Upon successful completion of the EAP, the employee shall return to full duties without back pay. If the employee participates in an EAP and then violates this Section for a second time, the employee may be subject to discipline, including immediate termination of employment.

The Employer will not penalize an employee or applicant solely for his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Program Act, unless failing to do so would put the Employer in violation of federal law or unless failing to do so would cause the Employer to lose a monetary or licensing-related benefit under federal law or rules. An employee's use and storage of medical cannabis on the Employer's property and/or while performing their assigned job duties for the Employer shall be strictly prohibited. The employee shall promptly notify the Employer (in writing, if possible) if the employee is a registered qualifying patient/registered designated caregiver and the lawful use of the medical cannabis would affect the employee's ability to safely and effectively perform the duties of their job. A registered qualifying patient or registered designated caregiver's failure to comply with any provision in this Section shall be cause for discipline, including termination.

Section 5. **Americans with Disabilities Act.** The parties agree that the Employer has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

Section 6. **No Solicitation.** While the Employer acknowledges that the Union may be conducting solicitation of County merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the Kendall County Board.

The Union agrees that the County, seal, insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time or in work areas. Neither the Union nor its agents or representatives may use the words "Kendall County" in its name or describe itself as such. The

Union further agrees that any written or oral solicitation of County residents, citizens or merchants and businesses will include the words "This solicitation is not made on behalf of, nor do receipts go the benefit of, Kendall County". The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Union directed to the general public, nor shall it limit the Employer's right to make public comments concerning solicitation.

Section 7. **No Smoking.** Any employees who do not quit smoking may be required by the Employer or department policy to confine their smoking to outside County buildings and during unpaid lunch times or paid breaks.

Section 8. **Precedence of Agreement.** If there is any conflict between the specific provisions of this Agreement and the specific provisions of any County ordinance or the specific provisions contained in the Employer's Personnel Policy Handbook which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 9. **New Classifications.** If the Employer creates and fills a new full-time, non-professional job classification in the Facilities Management Department that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the Bargaining Unit and will be covered by this Agreement. (This section does not apply to any person who does not meet the definition of a public employee under Section 3(n) of the Illinois Public Labor Relations Act.) If the Union disagrees with the Employer's placement of a new job classification in or out of the Bargaining Unit, the Union's exclusive remedy is to file a unit clarification petition with the Illinois Labor Relations Board. This section is not subject to the grievance-arbitration procedure of this Agreement.

Before the Employer establishes a wage rate for any new classification covered by this

Agreement, the Employer will afford the Union an opportunity to discuss the wage rate for the new classification. However, the Employer retains the right to establish the wage rate of such a new classification for the remaining term of this Agreement.

Section 10. Progressive Discipline. The Employer is committed to a system of progressive discipline. No employee shall be disciplined, suspended or discharged without just cause. The Employer will use a progressive discipline procedure as follows: (1st offense) oral written warning; (2nd offense) written warning; (3rd offense) a suspension without pay not to exceed a period of three (3) days; (4th offense) suspension and/or termination.

Warnings, suspension, and discharges must be issued in writing within thirty (30) calendar days of the Employer's discovery of an alleged infraction. However, this thirty (30) day time period may be extended an additional ten (10) days if the employer requires additional time to complete the investigation regarding the alleged infraction, however the employee and the Union must be notified of the nature of such investigation and/or extension. At the conclusion of this additional ten (10) day period, if the employer requires any additional time to complete the investigation regarding the alleged infraction, any further extensions of time must be agreed to by the employer, employee and the Union.

All warnings, suspensions and termination notices shall be reduced to writing signed by the employee verifying receipt of the notice, and a copy will be sent to the Local Union office.

Oral written and written warnings in excess of one (1) year and suspensions in excess of two (2) years, with no further violations, will not be considered as part of discipline and may not be used against the employee for any future discipline; provided however, that references to such discipline shall remain in the file.

Progressive discipline may be waived by the employer only in cases of substantiated

egregious misconduct. However, any discipline imposed for alleged egregious misconduct shall be subject to the grievance procedure upon the request of the union. The parties understand and agree that egregious misconduct may include, but is not limited to, any of the offenses set forth in the following paragraph.

The following offenses are grounds for the Employer to immediately terminate an individual's employment without completing all of the above steps of progressive discipline:

- A. Possessing firearms or other weapons on County property;
- B. Fighting or assaulting another individual on working time/property;
- C. Engaging in sexual harassment or any other harassment prohibited by state or federal law on working time or at Employer-sponsored events;
- D. Reporting to work under the influence of alcohol or illegal drugs or narcotics or using, selling, dispensing, or possessing an open container of alcohol or any illegal drugs or narcotics while on the job or on County campuses;
- E. Using and/or storing cannabis on the Employer's property and/or while performing their assigned job duties for the Employer;
- F. Falsifying or altering County records;
- G. Stealing, destroying or defacing County property;
- H. Stealing, destroying or defacing another's property while on working time;
- I. Substantiated insubordination;
- J. Conviction of a felony, which has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act;
- K. Absence for a period of three (3) consecutive days without notification from the employee, which may be deemed a voluntary resignation.

Section 11. Notice of Subcontracting Resulting In A Layoff. It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary. Except for when an emergency situation (including natural or man-made disasters) exists, before the Employer contracts out work in a general area, where such contracting out would result in a layoff of any non-probationary Bargaining Unit employees, the Employer will notify the Union at least sixty (60) calendar days before the date an existing non-probationary bargaining unit employee is laid off, *i.e.*, removed from the actual payroll, as a direct result of the contracting out. Such discussion may include among other items, the relative economic costs and effects of such action upon Bargaining Unit employees who may be laid off as a result of such contracting out, as well as any alternatives to the contracting out that the Union wishes to raise. Prior to subcontracting of bargaining unit work where such contracting out would result in a layoff of any bargaining unit employees, the Employer agrees to send a letter to the proposed subcontractor requesting the proposed subcontractor hire the laid-off bargaining unit employees. However, the parties understand and agree that there is no contractual obligation for the proposed subcontractor to actually hire the laid-off bargaining unit employees. Following notice and an opportunity to meet, the Employer reserves the right to proceed with such a layoff.

Section 12. Temporary Maintenance I Employees. If the Employer hires a temporary, full-time employee in the classification of Maintenance I for a period of less than six (6) months, then such employee will remain a short-term, non-bargaining unit employee. If, however, a temporary, full-time Maintenance I employee is employed for a period of more than six (6) consecutive months, then such employee will become a Bargaining Unit member, and fully eligible thereafter for all wages and benefits under this Agreement. In the event a

temporary, full-time Maintenance I employee is employed for more than six (6) months, and becomes a Bargaining Unit member, he will be deemed to have already completed his six (6) month probationary period.

ARTICLE 14
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 15
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article 3.

The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to

make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE 16
DURATION AND TERM OF AGREEMENT


Section 1. Termination in 2025. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of November, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 3 day of March, 2023.

KENDALL COUNTY, ILLINOIS


Kendall County Board Chairman

TEAMSTERS LOCAL NO. 330

President

WITHDRAWAL CARD

If you leave your present employment for any reason, be sure to report to the Union office in order to obtain a WITHDRAWAL CARD. Your dues must be paid through the month in which the withdrawal card is taken.

There is no cost for the WITHDRAWAL CARD.

You are obligated to pay dues to Local 330 until you obtain a WITHDRAWAL CARD. Most employers do not deduct dues from employee's paychecks covering periods of leave, including but not limited to, sick leave, vacation periods and periods covered by Workman's Compensation. Remember, it is your responsibility to be certain that you are current in your dues.

Any member three (3) months in arrears in dues shall automatically stand suspended at the end of the third (3rd) month.