

State of Illinois }  
County of Cook } SS.

**VILLAGE OF CHICAGO RIDGE  
BENEFIT POLICY FOR DEPARTMENT HEADS AND  
DEPUTIES/COMMANDERS/ASSISTANTS**

The following benefit policy for the Village of Chicago Ridge applies to the following appointed personnel: Chief of Police; Fire Department Chief; Public Works Director; Building Commissioner, Code Enforcement Director, Deputy Chiefs in the police and fire departments; Commanders in the police department. This benefit policy supersedes and pre-empts all prior benefit policy and may not be amended or otherwise revised unless specifically approved by the Village Board of Trustees and does not constitute a contractual relationship between the Village and said appointed personnel.

**1. Policy Coverage:**

This benefit policy statement covers Department Heads and their Deputy Chiefs, police department Commanders, with the clear understanding that these individuals are not members of any certified collective bargaining unit within the Department represented by a Union. These individuals are non-bargaining unit management personnel directly responsible to the Mayor and Village Board of Trustees.

**2. Duration:**

This policy statement is of indefinite term and may be unilaterally amended or revised by the Village Board of Trustees.

**3. Salary:**

The annual salary increases for police personnel covered herein shall be issued pursuant to the "Labor Agreement" at the time of this agreement.

The annual salary increases for other Department Heads, (covering their appropriate Department with the Building Commissioner and Code Enforcement Director covered by the Administration Labor Agreement) are equivalent to their department's labor agreement.

All salary payments made to said personnel shall be treated as wages for withholding and employment tax purposes as provided by law.

**4. Vacation:**

Said personnel appointed from within the Department shall remain eligible under the same terms and conditions of the "Labor Agreement" (covering their appropriate Department with the Building Commissioner and the Code Enforcement Director covered by the Administration Labor Agreement) in effect at the time with regard to "Vacation" benefits. However, for those personnel appointed from outside the Department, they shall be eligible for said "Vacation" benefits under the "Labor Agreement" in effect at the time unless otherwise negotiated and provided for between the parties, with any such changes to be approved by action of the Village Board of Trustees and the individual appointee. At the completion of their anniversary year of employment any unused accumulated vacation shall be paid into their VEBA account and there shall be no carry over of any accumulated vacation.

Furthermore, upon said personnel's retirement, any unused vacation time shall be paid directly into said VEBA account.

When taking any vacation leave, the employee shall report directly to the Department Head who then reports said vacation leave period to the Secretary for the Mayor's Office and payroll clerk.

**5. Sick Leave:**

Said personnel appointed from within the Department shall remain eligible under the same terms and conditions of the "Labor Agreement" (covering their appropriate Department with the Building Commissioner and Code Enforcement Director covered by the Administration Labor Agreement) in effect at the time with regard to "Sick Leave" benefits. However, for those personnel appointed from outside the Department, they shall be eligible for said "Sick Leave" benefits under the "Labor Agreement" in effect at the time unless otherwise negotiated and provided for between the parties, with any such changes to be approved by action of the Village Board of Trustees and the individual appointee.

Any provision to the contrary notwithstanding, at the end of said personnel's employment, as provided under the terms and conditions of the "Labor Agreement" in effect at the time, with regard to unused sick leave, is paid directly into a separate VEBA account established for said department supervisory personnel.

When taking any sick leave, the employee shall report directly to the Department Head who then reports said sick leave period to the Secretary for the Mayor's Office and payroll clerk.

#### **6. Holidays**

Said personnel covered herein shall be eligible for any "Holidays" identified in the Labor Agreement at the time, with the Building Commissioner and the Code Enforcement Director covered by the Administration Labor Agreement, but shall not be eligible for any additional compensation related thereto.

#### **7. Hours of work and overtime**

Said personnel covered herein are "exempt" employees and exempt from overtime provisions as a salaried management, supervisory position of the Village of Chicago Ridge.

#### **8. Educational Reimbursement/Clothing Reimbursement**

Said personnel covered herein shall be eligible under the same terms and conditions of the "Labor Agreement" (covering their appropriate Department with Building Commissioner and Code Enforcement Director covered by the Administration Labor Agreement) in effect at the time with regard to "Educational Reimbursement" benefits. However, for those personnel appointed from outside the Department, they shall be eligible for said "Educational Reimbursement" benefits under the "Labor Agreement" in effect at the time unless otherwise negotiated and provided for between the parties, with any such changes to be approved by action of the Village Board of Trustees and the individual appointee. Furthermore, said personnel shall be eligible for an annual nine hundred fifty dollars (\$950 00) clothing allowance payable during the first payroll period of December,

**9. Retirement Health Care Funding Plan (RHCFP) (i.e. VEBA Account):**

The Village shall make available to said personnel a separate "Supervisory & Management Personnel" VEBA account within its overall "Retirement Health Care Funding Plan" for use during their appointment and/or retirement.

**10. Buyouts/Pension Spikes:**

Said personnel covered herein shall not experience any temporary increase in their salary for the purposes of increasing their "pensionable" wage base.

**11. At-Will Employment:**

It is expressly understood that this policy statement is not intended, either expressly or impliedly, to provide any guarantee of continued employment and/or work hours or benefits and should in no way be construed as an employment contract. The appointment of said personnel covered herein is an "at will" appointment by the Village and is not guaranteed herein. Nor shall this policy statement create any rights in nature of an employment contract. Furthermore, unless specified within this policy statement, the Village Board of Trustees retains the right to unilaterally change or otherwise alter duties or benefits related to appointment without additional compensation to any said personnel.

If said personnel covered herein are removed from their appointed position, they shall revert to their prior rank/position, as certified under the Board of Fire and Police Commission, maintained prior to appointment (i.e.: not an appointed position), unless such removal of appointment is based upon misconduct warranting termination proceedings if appropriate under the circumstances.

**12. Terms and Conditions Incorporated by Reference:**

It is understood that the terms and conditions contained in any General Orders of the Department in effect at the time and Village of Chicago Ridge Village Code/Policy shall apply herein as though specifically stated. The Village Code and its terms and conditions shall pre-empt and supersede any conflict with this Policy.

**13 Residency**

As stated in the ordinances of the Village of Chicago Ridge.

**14. Health & Life Insurance:**

Said personnel covered herein shall be eligible for the same health and life insurance coverage during the term of their appointment as provided for other employees of their Department under the same terms and conditions. Upon their retirement, they shall have the option to: (1) maintain said health and life insurance coverage under the same terms and conditions as other retired Department employees at the time; or, (2) elect NOT to retain health insurance coverage wherein they shall be eligible for a one-time bonus payment equal to one twelve (12) month period of health insurance premium cost for said retiring employee. Such bonus payment is NOT pensionable as "salary" and is to be paid in one lump sum payment outside their wage base.

**15. Employment Duties:**

Said personnel covered herein shall serve subject to the direction and control of the Village Board of Trustees and the Mayor, and shall perform the duties as may be requested hereafter, those imposed by law, and those customarily assumed by such personnel pursuant to the appropriate Village Code and/or ordinance creating their position, including but not limited to:

- a) Direct and indirect supervision of department employees.
- b) Review, approval, and implementation of new and revised departmental policies, procedures, rules, and regulations to increase the efficiency and effectiveness of the department.
- c) Handling all personnel matters including evaluations, status reports, disciplinary investigations, discipline, performance improvement, commendations, and recommendations to the Village Board of Trustees and Mayor regarding personnel matters.
- d) Conduct meetings of department staff to discuss administration and/or changes in policies, procedures, regulations or programs.
- e) Attend official meetings of the Village Board of Trustees or committees as

necessary, which meetings may be after hours, as required to answer questions, provide information, and request resources.

- f) Supervise the preparation of departmental budgets; submit and justify them before the Village Board of Trustees and the Mayor.
- g) Maintain appropriate contacts with Village attorneys and other Village contractors.
- h) Coordinate department activities with other municipal departments and local, state, and federal agencies.
- i) Any and all other duties and assignments directed by the Board of Trustees and Mayor.
- j) Said personnel shall serve the Village of Chicago Ridge faithfully, diligently and competently, and to the best of their ability, and they shall use their best efforts to enhance and develop the Village's departments, internal organization, operations, business affairs, interests and welfare. They shall devote their full business time and attention to the business and affairs of the Village and the performance of their duties hereunder and shall not be employed by any other entity (including self-employment) during their term of appointment unless otherwise mutually agreed to by the Village Board of Trustees. Any such agreement shall be in writing and provide an express term of such secondary employment and indemnification of the Village of Chicago Ridge with regard to their performance of duties under such secondary employment.

**16. Vehicle:**

Said personnel covered herein shall have the exclusive and restricted use of an automobile, which the Village shall provide. The make, model, and year of the vehicle shall be within the discretion of the Village. The Village shall provide vehicle insurance at no cost to said personnel. The Department Heads and Deputies/Assistants shall be the only authorized driver of the vehicle (along with other designated and previously approved Village employees), and they shall not permit persons other than Village employees, in the performance of their duties, to drive the vehicle. They shall not drive the vehicle outside of the State of Illinois unless otherwise agreed to by the Village or in direct performance of their duties herein. Furthermore, the Village reserves the right to establish additional guidelines and/ or restrictions for the use of said Village vehicles deemed appropriate at the time and in the best interests of the Village.

**17. Savings Clause:**

If any provision of this Policy or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State law, or by Executive Order or other competent authority, the remaining provisions of this Policy shall remain in full force and effect. In such event, the Village maintains the right to enact substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**18. Pre-Emption:**

The terms and conditions of this Policy shall supersede any conflicting ordinance, resolution or other action taken by the Village Board of Trustees related to herein.

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**EMPLOYEE ACKNOWLEDGMENT**

I, \_\_\_\_\_ do hereby confirm and acknowledge that I have been given a copy of this Benefit Policy that I have read and understand its terms and conditions,

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Position: \_\_\_\_\_

Department: \_\_\_\_\_