

State of Illinois)
) SS.
County of Cook)

REVISED: January 4, 2017

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**, 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 for said personnel covered herein shall be established by the Village annual budget and approved by formal action of the Village Board of Trustees with annual increases issued pursuant to "employee evaluations.

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

4. Vacation Benefits:

Personnel covered herein shall be eligible under the same vacation accrual schedule as provided for under the terms and conditions of the "Labor Agreement" (covering their appropriate Department, with Building Commissioner covered by the Administration Labor Agreement) in effect at the time with regard to "Vacation" benefits. 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 carryover of any accumulated vacation benefits.

~~Commencing on January 1st of each year of employment, said personnel appointed from within the Department shall remain eligible under the same terms and conditions of the "Labor Agreement" (covering their appropriate Department) 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.~~

~~Any provision to the contrary notwithstanding, at the end of each calendar year, any unused vacation days over that allowed pursuant to the “Labor Agreement” in effect at the time to be carried over into the next anniversary year, shall be paid directly into a separate VEBA account established for said department supervisory personnel.~~

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 Building Commissioner 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, there shall be no payment of any unused sick leave days unless otherwise provided for under the terms and conditions of the “Labor Agreement” in effect at the time, which would then be 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 Building Commissioner covered by the Administration Labor Agreement) but shall not be eligible for any additional compensation related thereto.

7. Hours of Work & 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 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.

~~expenses reimbursement, not to exceed nine hundred fifty dollars (\$950.00), which shall be substantiated by the submission of appropriate receipts for purchases made by said personnel to the Village Clerk's Office, which shall then be submitted to the Village Board of Trustees for approval/reimbursement.~~

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:

The "residency" provisions contained herein shall apply only to the following appointed positions: Chief of Police, Fire Chief, and, Public Works Director. All other covered appointed positions (Deputy Chief / Commander) shall be covered by the residency provisions of the Labor Agreement in effect at the time within their respective Departments.

For said personnel covered herein, appointed after the effective date of this Policy, they shall be required to be residents of the Village, except that at the time of original appointment, it shall not be necessary that said personnel be residents of the Village, but they must establish residency within the Village within twelve (12) months period of time from the date of the original appointment. Any personnel who should fail to comply with the provisions herein shall be subject to immediate removal of their appointment.

For said personnel covered herein, appointed prior to the effective date of this Policy and not a resident of the Village of Chicago Ridge at that time, they shall be covered under the same terms and conditions of the "Labor Agreement" (covering their appropriate Department) in effect at the time.

For those personnel appointed to the position of "Commander" within the Police Department, they shall be covered under the same terms and conditions of the "Labor Agreement" in effect at the time without regard to their date of appointment.

~~Said personnel covered herein may be relieved of residency requirements provided for herein where the Village Board of Trustees, in its sole and exclusive discretion, determines that special circumstances exist that justify such waiver due to the nature of the prevailing circumstances. The Village Board of Trustees maintains the sole right to revoke such waiver if the circumstances change which negates the reasons for such initial waiver.~~

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

EMPLOYEE ACKNOWLEDGMENT

I, _____, do hereby confirm and acknowledge that I have been given a
(print)
copy of this Benefit Policy that I have read same and fully understand its terms and conditions.

Dated: _____

By: _____
(Signature)

Position: _____

Department: _____