
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AMENDMENT
WITH THE ROCHELLE FIREFIGHTERS ASSOCIATION AND JODY WILLIS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson and Murray, LLC, City Attorneys
1301 W. 22nd Street, Ste. 500 Oak Brook, Illinois 60523

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WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, Jody Willis (“Willis”) is a Rochelle Firefighter, employed by the City of Rochelle and a member of the Rochelle Firefighters Association, Local 3445, IAFF (the “Union”); and

WHEREAS, the City and the Union are parties to a collective bargaining agreement (“Contract”); and

WHEREAS, Willis was placed on unpaid administrative leave from March 10, 2021, until on or about February 2, 2024; and

WHEREAS, the City, the Union and Willis (“Parties”) agree that Willis is entitled to back pay pursuant to the Contract; and

WHEREAS, the Parties have come to an agreement as to Willis’ backpay, creditable service, pension contributions and time off, a copy of which is attached herein as Exhibit A; and

WHEREAS, the Mayor and City Council have found that it is in the best interest of the City to enter into the Amended Settlement Agreement with Jody Willis.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby approve the Amended Settlement Agreement with the Union and Willis, attached herein as Exhibit A. The City Manager or his designee is hereby authorized to execute said Amended Settlement Agreement.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 9th day of September 2024.

MAYOR

ATTEST:

CITY CLERK

SETTLEMENT AGREEMENT AMENDMENT

This Settlement Agreement Amendment ("Agreement") is entered into by and between the City of Rochelle Fire Department ("City" or "Department"), and the Rochelle Firefighters Association, Local 3445, IAFF, ("Union"), and Jody Willis ("Willis"), collectively referred to as "the Parties."

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("Contract").

WHEREAS, on or about March 10, 2021, Willis was placed on an unpaid administrative leave pending a criminal investigation;

WHEREAS, on or about January 18, 2024, Willis was found not guilty of all charges filed against him;

WHEREAS, on or about February 2, 2024, the City terminated Willis' unpaid administrative leave and Willis was returned to work with the Rochelle Fire Department;

NOW THEREFORE, the Parties agree as follows:

1. The City agrees that it's placement of Willis on an unpaid administrative leave was due to pending criminal charges, which did not result in a criminal conviction.
2. The City agrees to make Willis whole for the period of time that he was on the unpaid administrative leave.
3. The Parties agree that Willis is entitled to be made whole in all respects. The parties further agree that the total amount of backpay is \$284, 475.34.
4. The parties agree that the time between March 10, 2021 and February 2, 2024 should have been credited and considered pension creditable service pursuant to 40 ILCS 5/4-108 but for the unpaid administrative leave.

5. The parties agree that the portion of Willis' backpay amount includes pensionable wages in the amount of \$207,490.85.

6. The City agrees to withhold Willis' statutorily required employee pension contribution in the amount of \$19,597.51 from his backpay and forward said employee contribution to the Rochelle Fire Pension Fund. Such payment shall be made within thirty (30) days of full execution of this Settlement Agreement.

7. The City agrees to make its statutorily mandated employer pension contribution on behalf of Willis to the Rochelle Fire Pension Fund within thirty (30) days of notice from the Pension Fund of such contribution amount.

8. The City shall pay Willis \$264,877.83, which represents his total backpay minus the employee pension contribution, minus all applicable and normal tax withholdings and union dues. Such payment shall be made within thirty (30) days of full execution of this Settlement Agreement.

9. The Parties further agree that Willis shall have the following paid time off placed in the following paid time off accrual banks effective upon ratification of this agreement unless designated otherwise:

- a. 10 vacation days (on his anniversary on 7/28/24)
- b. 48 hours of personal time
- c. 80 hours of sick time

10. The Parties acknowledge that each has read this Agreement, that each is fully aware of its contents and of its legal effects, and that each is freely and voluntarily executing this Agreement.

11. This Agreement, contains the entire agreement between the Parties and sets forth all the terms and conditions of the stipulated terms between and among the Parties. The terms of this settlement are contractual and not merely recitals.

AGREED:

City of Rochelle

By: _____ Date: _____.

By: _____ Date: _____.
Jody Willis

Rochelle Firefighters Association, Local 3445, IAFF,

By: _____ Date: _____.
Curt Helgren
President, Local 3445

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AMENDMENT WITH THE ROCHELLE FIREFIGHTERS ASSOCIATION AND JODY WILLIS” which was adopted by the Mayor and City Council of the City of Rochelle on September 9, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 9th day of September 2024.

CITY CLERK