

**ROLL CALL ORDER FOR MEETING OF  
April 29, 2020**

**Roussell, Resnick, Buol, Cavanagh, Shaw, Sprank, Jones**

**This meeting will be conducted as a virtual meeting.**

City council members and City staff will participate by webinar and the meeting will be aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2), streamed live and archived on the city's website at [www.cityofdubuque.org/media](http://www.cityofdubuque.org/media), and streamed live on the City's Facebook page at [www.facebook.com/cityofdubuque](http://www.facebook.com/cityofdubuque).



**CITY OF DUBUQUE, IOWA  
CITY COUNCIL MEETING**

**This meeting will be conducted virtually.  
Please see the instructions above for viewing and  
listening options.  
April 29, 2020**

Council meetings are video streamed live and archived at [www.cityofdubuque.org/media](http://www.cityofdubuque.org/media) and on Dubuque's CityChannel on the Mediacom cable system at cable channel 8 and digital 117.2

**SPECIAL SESSION**

**5:00 PM**

**PRESENTATION(S)**

**1. COVID-19 Update**

- Mary Rose Corrigan, Public Health Specialist for the City of Dubuque
- Kristen Dietzel, Vice President of Workforce Solutions for the Greater Dubuque Development Corporation
- Mayor Roy D. Buol

**ITEMS SET FOR PUBLIC HEARING**

**These agenda items are being scheduled for a future public hearing on the date indicated.**

**1. Community Development Block Grant (CDBG) Fiscal Year 2020 Budget Amendment #2**

City Manager recommending that the City Council set a public hearing for May 4, 2020, on Amendment #2 to the Fiscal Year 2020 Community Development Block Grant Annual Plan.

**RESOLUTION** Setting a public hearing on the Fiscal year 2020 (Program year 2019) Community Development Block Grant (CDBG) Annual Action Plan Amendment 2

**Suggested Disposition:**

**Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2020**

**ACTION ITEMS**

**These are items where discussion is held by the City Council - public comments are not allowed except as authorized by the Mayor.**

**1. Recommendation for Approval of Collective Bargaining Agreement Amendments**

**regarding Wages and Casual Day**

City Manager recommending approval of amendments to the collective bargaining agreements as follows:

1. Second Amendment to The Dubuque Professional Fire Fighters Association Local #25 Collective Bargaining Agreement, July 1, 2017 through June 30, 2022;
2. First Amendment to the Dubuque Police Protective Association Collective Bargaining Agreement, July 1, 2019 through June 30, 2020;
3. First Amendment to the Dubuque Police Protective Association Collective Bargaining Agreement, July 1, 2020 through June 30, 2024;
4. Third Amendment to The International Union of Operating Engineers AFL-CIO Local #234 Collective Bargaining Agreement, July 1, 2017 through June 30, 2024;
5. First Amendment to the Teamsters Local Union No. 120 Collective Bargaining Agreement, July 1, 2017 through June 30, 2022; and
6. First Amendment to the Teamsters Local Union No. 120 Bus Operators, Collective Bargaining Agreement, July 1, 2017 through June 30, 2022.

**Suggested Disposition: Receive and File; Approve**

**ADJOURNMENT**

The agenda with supporting documents may be accessed at [www.cityofdubuque.org](http://www.cityofdubuque.org) or at the City Clerk's Office, 50 W. 13th Street, during regular business hours.

This notice is given pursuant to Chapter 21, Code of Iowa, and applicable local regulations of the City of Dubuque, Iowa and/or governmental body holding the meeting.

Written comments regarding the above items may be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, before or at said time of meeting.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, [ctyclerk@cityofdubuque.org](mailto:ctyclerk@cityofdubuque.org) as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

## City of Dubuque

## Presentation(s) # 1.

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**ITEM TITLE:**

COVID-19 Update

**SUMMARY:**

- Mary Rose Corrigan, Public Health Specialist for the City of Dubuque
- Kristen Dietzel, Vice President of Workforce Solutions for the Greater Dubuque Development Corporation
- Mayor Roy D. Buol

**SUGGESTED DISPOSITION:****ATTACHMENTS:****Description**

GDDC COVID-19 Presentation

**Type**

Supporting Documentation



**Greater Dubuque**  
DEVELOPMENT CORP.

## **Covid-19 Update**

April 29<sup>th</sup>, 2020

# **COVID-19 Update**

*Kristin Dietzel,  
Vice President of Workforce Solutions,  
COVID-19 Project Lead*

# COVID-19 Business Helpline (563-588-3350)

- Launched March 24
- Partnership with Northeast Iowa Community College, Small Business Development Center, and ECIA Business Growth
- Two press releases issued; also shared by partners (Chamber, Main Street, etc) and promoted on radio, print ads, and social media
- 17 counselors and Helpline staff available based on employer needs
- Topics include:
  - PPP, EIDL assistance
  - State IEDA Relief assistance
  - Covid-19 workplace safety
  - Families First Coronavirus Response Act
  - Unemployment Insurance
  - Dubuque Initiatives Bridge Loan
- 971 business calls made by Dan, Rob, and Bill to build awareness
- 508 Helpline calls taken (not including call backs or follow up with clients)
  - Greater Dubuque staff handled 90 of these

# **IEDA Small Business Relief Grants**

- Launched in March with a closure date of March 31
- Offers small businesses of 2-25 employees grants ranging from \$5,000-\$25,000
- \$24m. was appropriated and disbursed from April 7-10
- Additional funding through the federal CARES Act is assisting IEDA in making new awards from the existing slate of applicants—so far \$24.5m. awarded
- Dubuque County has received 87 awards totaling \$1,678,423

## **Dubuque Initiatives Bridge Loan**

- 28 bridge loans funded
- 13 in progress (as of 4/24 5pm);
- 106 inquiries to Helpline and 69 referred on to ECIA for processing
  - Following up with sole proprietors for new eligibility

# Dubuque County Unemployment Claims

		3/7/2020	3/14/2020	3/21/2020	3/28/2020	4/4/2020	4/11/2020	4/18/2020	Total
		0	0	0	0	0	0	0	
	Iowa	2,221	2,229	40,952	55,966	67,334	46,356	27,912	242,970
	Dubuque	87	97	1,273	1,910	2,718	1,912	1,028	9,025
	Estimated % increase in unemployment		4.10%	2.60%	3.18%	4.50%	3.19%	1.70%	19.27%

- Data is initial claims for unemployment
- Top Sectors Experiencing lay-offs or furloughs:
  - Health Care and Social Assistance: 1,506
  - Accommodation and Food Services: 1,378
  - Industry Not Available: 1,135
  - Retail Trade: 1,067
  - Manufacturing: 941



## Safe at Work

- Framework and support model for employers wishing to implement guidance from Iowa Department of Public Health and CDC regarding COVID-19 best practices
- Utilizes the COVID-19 Business Helpline as the point of contact, with subject matter experts available depending on the topic (HR, layout, health, etc.)
- Seeking endorsement by the Dubuque County Incident Management Team (VNA, Emergency Management Services, City Public Health, County Public Health)
- Will be distributed and implemented through the Helpline and promoted by economic development partners
- Wednesday 4/29 work session with joint meeting of Board of Supervisors and Board of Health
- Once endorsements are finalized, will make a public announcement and train Helpline staff

# Economic Development Collaborative Calls

- Hold weekly calls with invitations to 24 economic development partners to
  - Discuss top news and issues of the week,
  - Identify gaps in services
  - Reduce duplication
  - Ensure a continuum of services

## City of Dubuque

## Items to be set for Public Hearing # 1.

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**ITEM TITLE:** Community Development Block Grant (CDBG) Fiscal Year 2020 Budget Amendment #2

**SUMMARY:** City Manager recommending that the City Council set a public hearing for May 4, 2020, on Amendment #2 to the Fiscal Year 2020 Community Development Block Grant Annual Plan.

**RESOLUTION** Setting a public hearing on the Fiscal year 2020 (Program year 2019) Community Development Block Grant (CDBG) Annual Action Plan Amendment 2

**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2020

**ATTACHMENTS:**

**Description**

**Type**

FY20 CDBG Annual Action Plan Amendment 2 - MVM Memo

City Manager Memo

Staff Memo

Staff Memo

Resolution Setting Hearing

Resolutions

CDBG FY 2020 Budget Amendment #2

Supporting Documentation

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Fiscal Year 2020 Community Development Block Grant Annual Action Plan Amendment 2

**DATE:** April 27, 2020

Housing and Community Development Director Alexis Steger recommends the City Council set a public hearing for May 4, 2020, on Amendment #2 to the Fiscal Year 2020 Community Development Block Grant Annual Plan.

Amendment 2 increases the Fiscal Year 2020 CDBG Annual Action Plan budget to include a CDBG-CV allocation that has been provided by the CARES Act. The allocation is \$647,301 and is to be used for the planning, response and recovery from COVID-19.

The suggested allocation of funds are summarized below:

- \$129,460 for administration of the funds/activities
- \$180,000 for Temporary Shelter for Homeless/Doubled-Up families who need to be isolated
- \$100,000 for broadband access for low/moderate income areas; including Wi-Fi to neighborhoods to support online learning for children
- \$20,000 for tenant-based assistance such as rent and utilities for no more than three months per family assisted
- \$104,146 for Recreation Programs that would not otherwise be available due to non-sustainable funding from fees
- \$72,000 for non-profit community support through applications to the Commission
- \$41,695 for a drive-thru diagnostic testing facility as funding of last resort

Since this allocation was provided to respond to COVID-19, regular CDBG entitlement funds were able to be reallocated with this amendment as well. The \$200,000 reallocated from Rental Rehab to Temporary Shelter has been moved back to Rental Rehabilitation. The Entitlement allocation to drive-thru testing was allocated back to activities that support the recovery from COVID-19, including an allocation to Housing Inspections, Asphalt Overlay Program, and Ash Tree Removal in Low/Mod income areas. These programs will be greatly affected by reduced revenue but affect low/moderate income persons more often if funding is not provided. This is due to the

low/moderate income areas of the city having the oldest roads, oldest/largest trees that can do the most damage and the oldest housing stock in the city.

The Community Development Advisory Commission held the public hearing on April 21, 2020 and approved the allocation of funding for the new allocation of CDBG-CV funds as presented.

I concur with the recommendation and respectfully request Mayor and City Council approval.

  
Michael C. Van Milligen

MCVM:jh

Attachment

cc: Crenna Brumwell, City Attorney  
Teri Goodmann, Assistant City Manager  
Cori Burbach, Assistant City Manager  
Alexis M. Steger, Housing & Community Development Director



TO: Michael C. Van Milligen

FROM: Alexis M. Steger, Housing & Community Development Director

DATE: April 24, 2020

RE: Fiscal Year 2020 Community Development Block Grant (CDBG) Annual  
Action Plan Amendment 2 – To include CDBG-CV allocation

### **Discussion**

Federal regulations require each year a city must prepare and file an Annual Plan prior to receipt of its CDBG entitlement. The Annual Plan is adopted following a public participation process that includes a published notice, a public comment period, and a public hearing. A city must follow its adopted plan to expend entitlement funds. If its revenues or activities change, the city must amend the plan. This requirement applies to plans for previous years as well as the current year.

Amendment 2 is increasing the Fiscal Year 2020 CDBG Annual Action Plan budget to include a CDBG-CV allocation that has been provided by the CARES Act. The allocation is \$647,301 and is to be used for the planning, response and recovery from COVID-19.

Certain CDBG rules and regulations have been alleviated or adjusted to accommodate the emergency type responses, included suspension of the 15% Public Service Cap for activities related to COVID-19. Public comment periods can be shortened to 5 days as long as the Citizen Participation Plan is updated to reflect this change. The Commission made these updates to the Citizen Participation Plan on April 15<sup>th</sup>, 2020 following normal public hearing procedures.

Specific rules that have not been changed relate to environmental review requirements, Section 106 reviews by the State Historic Preservation Office and all such rules that are not governed by HUD but by other Federal Agencies. This guidance may change, but the City of Dubuque will continue to follow all guidance from the governing federal agency of those requirements. Additionally, 70% of all CDBG funding must provide assistance to low/moderate income households or persons. During an emergency, this provision is NOT lifted, and therefore staff must be diligent in tracking who is being served in each program.

Staff suggestions for the allocation of funds are detailed in the attached and

summarized below:

- \$129,460 for administration of the funds/activities
- \$180,000 for Temporary Shelter for Homeless/Doubled Up families who need to be isolated
- \$100,000 for broadband access for low/moderate income areas; including wifi to neighborhoods to support online learning for children
- \$20,000 for tenant based assistance such as rent and utilities for no more than three months per family assisted
- \$104,146 for Recreation Programs that would not otherwise be available due to non-sustainable funding from fees
- \$72,000 for non-profit community support through applications to the Commission
- \$41,695 for a drive-thru diagnostic testing facility as funding of last resort

Although the City of Dubuque tries to be forward looking and all-inclusive in what issues the community might face in an emergency, it is impossible to foresee every need. Should a reallocation of these funds be required, an amendment to the plan can be made in a timely fashion through the Community Development Advisory Commission. The Commission may reallocate funding within these programs without a public hearing as long as the change is not substantial. A new program, or a significant movement of funds across activities (often \$100,000 or greater, however this is determined based on the original allocation in the activities affected) would require a public hearing and City Council approval.

### **Commission Action**

The Community Development Advisory Commission set a public hearing at their April 15<sup>th</sup>, 2020 meeting for the CDBG Annual Action Plan Amendment 2.

The Community Development Advisory Commission held the public hearing on April 21<sup>st</sup>, 2020 and approved the allocation of funding for the new allocation of CDBG-CV funds as presented.

Since this allocation was provided to respond to COVID-19, regular CDBG entitlement funds were able to be reallocated with this amendment as well. The \$200,000 reallocated from Rental Rehab to Temporary Shelter has been moved back to Rental Rehabilitation. The Entitlement allocation to drive-thru testing was allocated back to activities that support the recovery from COVID-19, including an allocation to Housing Inspections, Asphalt Overlay Program, and Ash Tree Removal in Low/Mod income areas. These programs will be greatly affected by reduced revenue, but affect low/moderate income persons more often if funding is not provided. This is due to our

low/moderate income areas of the city having the oldest roads, oldest/largest trees that can do the most damage and the oldest housing stock in the city.

**Requested Action**

I respectfully request the City Council set a public hearing for May 4, 2020 for Amendment #2 to the FY 2020 Community Development Block Grant Annual Plan.



**RESOLUTION NO. -2020**

**A RESOLUTION SETTING A PUBLIC HEARING ON THE FISCAL YEAR 2020 (PROGRAM YEAR 2019) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT 2.**

Whereas, the City of Dubuque has prepared a proposed Amendmeent to the Annual Action Plan for the use of Community Development Block Grant funds for inclusion in the City Budget; and

Whereas, the City desires to hold a public hearing to receive comment on the proposed Fiscal Year 2020 (Program Year 2019) Community Development Block Grant Annual Action Plan Amendment 2 addressing COVID related community needs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:**

Section 1. That the City Council will meet virtually at 6:30 p.m. on May 4, 2020 for the purpose of holding a public hearing and taking action to include the Fiscal Year 2020 (Program Year 2019) Community Development Block Grant Annual Action Plan Amendment 2.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice of such public hearing and the City Council's intent to review and take action on the Fiscal Year 2020 (Program Year 2019) Community Development Block Grant Annual Plan Amendment 2.

Passed, approved and adopted this 29<sup>th</sup> day of April 2020.

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Roy D. Buol, Mayor

Attest:

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Kevin Firnstahl, City Clerk

PROJECTED SOURCES	Annual Plan	Budget Amendment 2
	FY 2020	FY 2020
Entitlement	1,080,989	1,080,989
CDBG-CV Allocation		647,301
Recreation Various Program Fees	4,675	4,675
Homeowner Loan Repayments	201,685	124,610
Rental Loan Repayments	38,458	14,270
Infill-Loan Repayments	5,590	5,590
1st Time Homeowner Loans	69,532	78,500
Reimbursements-General	5,217	3,500
Sale of Assets - Other	80,000	80,000
City Manager's Office Reimbursements-General	30	30
<b>Total Program Income</b>	<b>405,187</b>	<b>311,175</b>
Unexpended Funds Previous Fiscal Years		1,215,407
<b>Total</b>	<b>1,486,176</b>	<b>3,254,872</b>

	Adopted FY20 AAP	Carryover	Re-Allocated Funds	CDBG-CV Allocation	Budget Amendment 2
<b>Administration</b>					<b>\$ 407,677</b>
CDBG Admin. Services and Staff	129,451		14,956		144,407
Housing Administration	46,213		16,529		62,742
Neighborhood Development Services and Staff	60,219		10,849		71,068
Public Information/Human Rights COVID Response				20,000	20,000
Health Department Admin COVID Response				32,500	32,500
Neighborhood Development COVID Response				6,960	6,960
Housing Admin COVID Response				70,000	70,000
<b>Economic Development</b>					<b>\$ 69,870</b>
Microenterprise Assistance Program		44,870	25,000		69,870
Economic Development TOTAL					
<b>Housing Development</b>					<b>\$ 1,369,538</b>
First Time Homebuyer Program	20,000	35,000			55,000
Homeowner Rehab (Small & Large)	75,000	6,315			81,315
Housing Code Enforcement	109,536	(56,880)	52,000		104,656
Housing Rehabilitation Services and Staff	356,796		(89,000)		267,796
Lead Hazard Reduction					-
Lead & Healthy Homes Match	40,000	5,001			45,001
Low Int/Forgivable Loans		25,077			25,077
Purchase/Rehab/Resale	87,213	78,480			165,693
Rental Unit Rehabilitation	200,000	75,000			275,000
AHNI		150,000			150,000
Temporary Shelter for Covid-19				180,000	180,000
Tenant Based Assistance				20,000	20,000
<b>Neighborhood and Community Development</b>					<b>\$ 1,407,787</b>
Neighborhood Infrastructure Improvements					
Accessible Curb Ramps	12,600		(12,600)		-
Broadband				100,000	100,000
Asphalt Overlay Low-Moderate Income Areas			58,305		58,305
Sidewalks	10,000				10,000
Neighborhood Recreation Program	131,096	28,521		104,146	263,763
Neighborhood Support Grants	14,560	13,699			28,259
Visiting Nurses Association	85,000				85,000
Purchase of Services					-
Competative Grant Allocation	20,000	11,000			31,000
HEART Program	10,000	10,000			20,000
Senior Center	18,200	4,550			22,750
Washington Tool Library	15,790	2,402			18,192
COVID related Response, Community Application				72,000	72,000
Zoning Inspection/Enforcement	7,710				7,710
Public Facility Projects					-
Eagle Valley Park*	30,530	100,783			131,313
Tree Removal and Replacement LMA			42,800		42,800
Liberty Recovery Center		150,000			150,000
Crescent Community Health Center		300,000			300,000
St. Mark's Tuckpointing		25,000			25,000
Diagnostic Testing Facility for Covid-19				41,695	41,695
					-
<b>Grand Total</b>	<b>\$ 1,449,384</b>			<b>647,301</b>	<b>\$ 3,254,872</b>
Contingency	6862		Unallocated		\$ (0)

\*Reallocated to Comiskey Park due to Census Changes

## City of Dubuque

## Action Items # 1.

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### ITEM TITLE:

Recommendation for Approval of Collective Bargaining Agreement Amendments regarding Wages and Casual Day

### SUMMARY:

City Manager recommending approval of amendments to the collective bargaining agreements as follows:

1. Second Amendment to The Dubuque Professional Fire Fighters Association Local #25 Collective Bargaining Agreement, July 1, 2017 through June 30, 2022;
2. First Amendment to the Dubuque Police Protective Association Collective Bargaining Agreement, July 1, 2019 through June 30, 2020;
3. First Amendment to the Dubuque Police Protective Association Collective Bargaining Agreement, July 1, 2020 through June 30, 2024;
4. Third Amendment to The International Union of Operating Engineers AFL-CIO Local #234 Collective Bargaining Agreement, July 1, 2017 through June 30, 2024;
5. First Amendment to the Teamsters Local Union No. 120 Collective Bargaining Agreement, July 1, 2017 through June 30, 2022; and
6. First Amendment to the Teamsters Local Union No. 120 Bus Operators, Collective Bargaining Agreement, July 1, 2017 through June 30, 2022.

**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

### ATTACHMENTS:

Description	Type
Collective Bargaining Agreement Amendments-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Amendment to DPFFA Agreement	Supporting Documentation
Amendment to DPPA Agreement through June 30, 2020	Supporting Documentation
Amendment to DPPA Agreement July 1, 2020 through June 30, 2024	Supporting Documentation
Amendment to Operating Engineers Agreement	Supporting Documentation
Amendment to Teamsters Agreement	Supporting Documentation





**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Recommendation for Approval of Collective Bargaining Agreement Amendments regarding Wages and Casual Day

**DATE:** April 28, 2020

Beginning on April 13, 2020, the City Manager and Director of Human Resources Shelley Stickfort initiated formal conversations with the representatives of the City's five unions regarding the possibility of amending their collective bargaining agreements given the impact of the COVID-19 pandemic on the City of Dubuque's current and future economic situation. The series of conversations resulted in six proposed amendments to articles within each of the current agreements related to wages and casual day. All of the unions' membership voted to ratify the amendments. The collaborative spirit in the face of these unprecedented times, as demonstrated by the union representatives and their membership, to work toward a resolution that in part addresses the economic challenges facing the City of Dubuque, is greatly valued. My special thanks to Marty Fitzpatrick of the Dubuque Professional Fire Fighters Association Local #25; Kurt Rosenthal of the Dubuque Police Protective Association; Brian Vaske of the International Union of Operating Engineers AFLCIO Local #234; and Kevin Saylor of Teamsters Local Union No. 120 and Teamsters Local Union No. 120 Bus Operators.

Human Resources Director Shelley Stickfort recommends City Council approval of amendments to the collective bargaining agreements as follows:

All five of the collective bargaining units have agreed to accept no pay increase in Fiscal Year 2021, instead of the previously negotiated pay increase of 1.5%. In return the City has agreed to provide an additional casual day each year beginning in Fiscal Year 2020. Also, the agreements will be amended to change the FY 2022 pay increase from 1.75% to 3% and for those that have a FY 2022 agreement (the Teamsters do not) they will be amended from providing a 3% pay increase to a providing a 3.25% pay increase.

The savings of \$730,934 from these amended collective bargaining agreements was included in the Fiscal Year 2021 Amended Budget Recommendation that the City Council approved at the April 23, 2020 budget public hearing.

I concur with the recommendation and respectfully request Mayor and City Council approval.

  
Michael C. Van Milligen

MCVM:jh

Attachment

cc: Crenna Brumwell, City Attorney  
Teri Goodmann, Assistant City Manager  
Cori Burbach, Assistant City Manager  
Shelley Stickfort, Human Resources Director



Human Resources Department  
City Hall  
50 West 13th Street  
Dubuque, IA 52001-4805  
Office (563) 589-4125  
Fax (563) 690-6025  
TTY (563) 690-6678  
[humanresources@cityofdubuque.org](mailto:humanresources@cityofdubuque.org)  
[www.cityofdubuque.org](http://www.cityofdubuque.org)

TO: Mike Van Milligen, City Manager

FROM: Shelley Stickfort, Human Resources Director

DATE: April 23, 2020

RE: Recommendation for Approval of Collective Bargaining Agreement Amendments re: Wages and Casual Day.

Beginning on April 13, 2020, the City Manager and Director of Human Resources for the City of Dubuque initiated formal conversations with the representatives of the City's five unions regarding the possibility of amending their five collective bargaining agreements given the impact of the novel coronavirus or COVID-19 pandemic on the City of Dubuque's current and future economic situation.

The unions and their representatives who participated in the conversations are as follows:

Teamsters Local Union No. 120 – Kevin Saylor, Business Agent;  
Teamsters Local Union No. 120 Bus Operators – Kevin Saylor, Business Agent;  
The International Union of Operating Engineers AFL-CIO Local #234 – Brian Vaske, Business Representative;  
Dubuque Police Protective Association (DPPA) – Kurt Rosenthal, President; and  
The Dubuque Professional Fire Fighters Association Local #25 - Martin Fitzpatrick, President

The series of conversations resulted in six proposed amendments to articles within each of the current agreements related to wages and casual day and the recently ratified Dubuque Police Protective Association agreement that goes into effect July 1, 2020. Each of the unions presented the amendment language to their respective membership for a vote. All of the unions' membership voted to ratify the amendments.

The collaborative spirit in the face of these unprecedented times, as demonstrated by the union representatives and their membership, to work toward a resolution that in part addresses the economic challenges facing the City of Dubuque, is greatly valued.

I am recommending that the City Council approve ratification of the amendments to the collective bargaining agreements as presented in full and summarized as follows:

1. Second Amendment to The Dubuque Professional Fire Fighters Association Local #25 CBA, July 1, 2017 through June 30, 2022;
2. First Amendment to the Dubuque Police Protective Association CBA, July 1, 2019 through June 30, 2020;
3. First Amendment to the Dubuque Police Protective Association CBA, July 1, 2020 through June 30, 2024;
4. Third Amendment to The International Union of Operating Engineers AFL-CIO Local #234 CBA, July 1, 2017 through June 30, 2024;
5. First Amendment to the Teamsters Local Union No. 120 CBA, July 1, 2017 through June 30, 2022; and
6. First Amendment to the Teamsters Local Union No. 120 Bus Operators, July 1, 2017 through June 30, 2022.



**SECOND AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
THE DUBUQUE PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL #25  
JULY 1, 2017 through JUNE 30, 2022**

This Second Amendment to Agreement, dated for reference purposes the 23<sup>rd</sup> day of April, 2020, is made and entered into between the Dubuque Professional Fire Fighters Association Local #25 ("Union") and the City of Dubuque, a municipal corporation ("City").

WHEREAS, City and Union are parties to an Agreement effective July 1, 2017 through June 30, 2022, as amended April 15, 2019 (herein "the Agreement"); and

WHEREAS, Union and City have entered discussions regarding the economic impact, known, projected, and unknown, of the COVID-19 or Novel Coronavirus pandemic on the City's Fiscal Year 2020 and Fiscal Year 2021 operating budgets; and

WHEREAS, Union and the City have mutually agreed to address, at least in part, budget deficits related to collectively bargained-for wage increases for Fiscal Year 2021; and

WHEREAS, Union has presented for a vote to its membership the revision of certain articles, specified below, in this Second Amendment to Agreement; and

WHEREAS, Union's membership has voted to ratify this Second Amendment to Agreement; and

WHEREAS, City Council finds that this Second Amendment to Agreement is in the best interests of the City of Dubuque.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements to be performed as herein set forth, the parties agree as follows:

**Section 1.** Effective May 3, 2020, ARTICLE 23 **CASUAL DAY**, Item 1 - . Consideration, Section A. of the Agreement is amended to read as follows:

Item 1 - Consideration

- A. To afford employees two (2) days with pay, not to be deducted from sick leave accumulation, to be scheduled by the Fire Chief

**Section 2.** Effective May 3, 2020, ARTICLE 23 **CASUAL DAY**, Item 2 - . Conditions, Section A. of the Agreement is amended to read as follows:

Item 2 - Conditions

- A. The two (2) casual days with pay must be requested, scheduled and approved by the Fire Chief within the contract period each year.

**Section 3.** Effective July 1, 2020, ARTICLE 12 **WAGE PLAN** of the Agreement is amended by adding the following at the end of the salary schedule:

Notwithstanding the foregoing:

Effective July 1, 2020 through June 30, 2021, the wage plan in effect on June 30, 2020, shall be increased by 0% (no increase) across the board.

Effective July 1, 2021 through June 30, 2022, the wage plan in effect on June 30, 2021, shall be increased by 3.00% across the board.

Effective July 1, 2022 through June 30, 2023, the wage plan in effect on June 30, 2022, shall be increased by 3.25% across the board.

**Section 4.** Each person signing this Second Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this Second Amendment on behalf of such party and that this Second Amendment is a valid and legally binding obligation of such party enforceable against it.

**Section 5.** This Second Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa, as of the date first above written.

**CITY OF DUBUQUE, IOWA**

**THE DUBUQUE PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION**

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Martin Fitzpatrick, President

ATTEST:

\_\_\_\_\_  
Kevin S. Firnstahl, City Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
DUBUQUE POLICE PROTECTIVE ASSOCIATION  
JULY 1, 2019 through JUNE 30, 2020**

This First Amendment to Agreement, dated for reference purposes the 23<sup>rd</sup> day of April, 2020, is made and entered into between the Dubuque Police Protective Association ("Union") and the City of Dubuque, a municipal corporation ("City").

WHEREAS, City and Union are parties to an Agreement effective July 1, 2019 through June 30, 2020 (herein "the Agreement"); and

WHEREAS, Union and City have entered discussions regarding the economic impact, known, projected, and unknown, of the COVID-19 or Novel Coronavirus pandemic on the City's Fiscal Year 2020 and Fiscal Year 2021 operating budgets; and

WHEREAS, Union and the City have mutually agreed to address, at least in part, budget deficits related to collectively bargained-for wage increases for Fiscal Year 2021; and

WHEREAS, Union has presented for a vote to its membership the revision of certain articles, specified below, in this First Amendment to Agreement; and

WHEREAS, Union's membership has voted to ratify this First Amendment to Agreement; and

WHEREAS, City Council finds that this First Amendment to Agreement is in the best interests of the City of Dubuque.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements to be performed as herein set forth, the parties agree as follows:

**Section 1.** Effective May 3, 2020, ARTICLE XIV **CASUAL DAY**, Paragraph A. Considerations, Item 1. of the Agreement is amended to read as follows:

A. Considerations

1. To afford an employee two (2) days per calendar year with pay, not to be deducted from sick leave accumulation, to be scheduled by the employee's department manager.

**Section 2.** Effective May 3, 2020, ARTICLE XIV **CASUAL DAY**, Paragraph B. Conditions, Item 2. of the Agreement is amended to read as follows:

B. Conditions

2. On January 15<sup>th</sup> of each year, or upon the completion of four (4) full calendar months of an employee's trial period as stipulated in (1) above, two (2) days will be credited to each eligible officer's compensatory time account.

**Section 3.** Each person signing this First Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

**Section 4.** This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa, as of the date first above written.

**CITY OF DUBUQUE, IOWA**

**DUBUQUE POLICE PROTECTIVE  
ASSOCIATION**

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Kurt Rosenthal, President

ATTEST:

\_\_\_\_\_  
Kevin S. Firnstahl, City Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
DUBUQUE POLICE PROTECTIVE ASSOCIATION  
JULY 1, 2020 through JUNE 30, 2024**

This First Amendment to Agreement, dated for reference purposes the 23<sup>rd</sup> day of April, 2020, is made and entered into between the Dubuque Police Protective Association ("Union") and the City of Dubuque, a municipal corporation ("City").

WHEREAS, City and Union are parties to an Agreement effective July 1, 2020 through June 30, 2024 (herein "the Agreement"); and

WHEREAS, Union and City have entered discussions regarding the economic impact, known, projected, and unknown, of the COVID-19 or Novel Coronavirus pandemic on the City's Fiscal Year 2020 and Fiscal Year 2021 operating budgets; and

WHEREAS, Union and the City have mutually agreed to address, at least in part, budget deficits related to collectively bargained-for wage increases for Fiscal Year 2021; and

WHEREAS, Union has presented for a vote to its membership the revision of certain articles, specified below, in this First Amendment to Agreement; and

WHEREAS, Union's membership has voted to ratify this First Amendment to Agreement; and

WHEREAS, City Council finds that this First Amendment to Agreement is in the best interests of the City of Dubuque.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements to be performed as herein set forth, the parties agree as follows:

**Section 1.** Effective May 3, 2020, ARTICLE XV **CASUAL DAY**, Paragraph A. Considerations, Item 1. of the Agreement is amended to read as follows:

**A. Considerations**

1. To afford an employee two (2) days per calendar year with pay, not to be deducted from sick leave accumulation, to be scheduled by the employee's department manager.

**Section 2.** Effective July 1, 2020, ARTICLE XV **CASUAL DAY**, Paragraph B. Conditions, Item 2. of the Agreement is amended to read as follows:

B. Conditions

2. On January 15<sup>th</sup> of each year, or upon the completion of four (4) full calendar months of an employee's trial period as stipulated in (1) above, two (2) days will be credited to each eligible officer's compensatory time account.

**Section 3.** Effective July 1, 2020, ARTICLE XXVI **WAGE PLAN** of the Agreement for Sections 1-4 is amended to read as follows:

Effective July 1, 2020 through June 30, 2021, the regular base rate in effect on June 30, 2020, shall be increased by 0% (no increase) across the board.

Effective July 1, 2021 through June 30, 2022, the regular base rate in effect on June 30, 2021, shall be increased by 3.00% across the board.

Effective July 1, 2022 through June 30, 2023, the regular base rate in effect on June 30, 2022, shall be increased by 3.25% across the board.

Effective July 1, 2023 through June 30, 2023, the regular base rate in effect on June 30, 2023, shall be increased by 3.0% across the board.

**Section 4.** Each person signing this First Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

**Section 5.** This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa, as of the date first above written.

**CITY OF DUBUQUE, IOWA**

**DUBUQUE POLICE PROTECTIVE  
ASSOCIATION**

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Kurt Rosenthal, President

ATTEST:

\_\_\_\_\_  
Kevin S. Firnstahl, City Clerk

**THIRD AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
AFL-CIO – LOCAL #234  
JULY 1, 2017 through JUNE 30, 2022**

This Third Amendment to Agreement, dated for reference purposes the 23<sup>rd</sup> day of April, 2020, is made and entered into between the International Union of Operating Engineers AFL-CIO – Local #234 (“Union”) and the City of Dubuque, a municipal corporation (“City”).

WHEREAS, City and Union are parties to an Agreement effective July 1, 2017 through June 30, 2022, as amended March 4, 2019 and August 26, 2019 (herein “the Agreement”); and

WHEREAS, Union and City have entered into discussions regarding the economic impact, known, projected, and unknown, of the COVID-19 or Novel Coronavirus pandemic on the City’s Fiscal Year 2020 and Fiscal Year 2021 operating budgets; and

WHEREAS, Union and the City have mutually agreed to address, at least in part, budget deficits related to collectively bargained-for wage increases for Fiscal Year 2021; and

WHEREAS, Union has presented for a vote to its membership the revision of certain articles, specified below, in this Third Amendment to Agreement; and

WHEREAS, Union’s membership has voted to ratify this Third Amendment to Agreement; and

WHEREAS, City Council finds that this Third Amendment to Agreement is in the best interests of the City of Dubuque.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements to be performed as herein set forth, the parties agree as follows:

**Section 1.** Effective May 3, 2020, ARTICLE XXVI **CASUAL DAY**, Paragraph A. Water Division Employees, Item 1.a) is amended to read as follows:

A. Water Division Employees

1. Considerations

- a) Three (3) casual days with pay per calendar year shall be allowed.

Two (2) of these three (3) days shall not be deducted from the employee's accumulated sick leave.

One (1) of these three (3) days shall be deducted from the employee's accumulated sick leave. Employees shall receive eight (8) hours of pay for each casual day.

**Section 2.** Effective May 3, 2020, ARTICLE XXVI **CASUAL DAY**, Paragraph B. All Other Employees, Item 1.a) is amended to read as follows:

B. All Other Employees

1. Considerations

- a) To afford employees two (2) days with pay, not to be deducted from sick leave accumulation, to be scheduled by the department manager.

**Section 3.** Effective May 3, 2020, ARTICLE XXVI **CASUAL DAY**, Paragraph B. All Other Employees, Item 2.a) is amended to read as follows:

B. All Other Employees

2. Conditions

- a) Two (2) casual days may be taken anytime during the year, subject to the provisions of B.1.b) above.

**Section 4.** Effective July 1, 2020, ARTICLE XXXX **WAGE PLAN** of the Agreement is amended by adding the following at the end of the salary schedule:

Notwithstanding the foregoing:

Effective July 1, 2020 through June 30, 2021, the wage plan in effect on June 30, 2020, shall be increased by 0% (no increase) across the board.

Effective July 1, 2021 through June 30, 2022, the wage plan in effect on June 30, 2021, shall be increased by 3.00% across the board.

Effective July 1, 2022 through June 30, 2023, the wage plan in effect on June 30, 2022, shall be increased by 3.25% across the board.

**Section 5.** Each person signing this Third Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into,



execute, and deliver this Third Amendment on behalf of such party and that this Third Amendment is a valid and legally binding obligation of such party enforceable against it.

**Section 6.** This Third Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa, as of the date first above written.

**CITY OF DUBUQUE, IOWA**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS AFL-CIO LOCAL #234**

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Brian Vaske, Business Representative

ATTEST:

\_\_\_\_\_  
Kevin S. Firnstahl, City Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
TEAMSTERS LOCAL UNION NO. 120  
JULY 1, 2017 through JUNE 30, 2022**

This First Amendment to Agreement, dated for reference purposes the 23<sup>rd</sup> day of April, 2020, is made and entered into between the Teamsters Local Union No. 120 ("Union") and the City of Dubuque, a municipal corporation ("City").

WHEREAS, City and Union are parties to an Agreement effective July 1, 2017 through June 30, 2022 (herein "the Agreement"); and

WHEREAS, Union and City have entered discussions regarding the economic impact, known, projected, and unknown, of the COVID-19 or Novel Coronavirus pandemic on the City's Fiscal Year 2020 and Fiscal Year 2021 operating budgets; and

WHEREAS, Union and the City have mutually agreed to address, at least in part, budget deficits related to collectively bargained-for wage increases for Fiscal Year 2021; and

WHEREAS, Union has presented for a vote to its membership the revision of certain articles, specified below, in this First Amendment to Agreement; and

WHEREAS, Union's membership has voted to ratify this First Amendment to Agreement; and

WHEREAS, City Council finds that this First Amendment to Agreement is in the best interests of the City of Dubuque.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements to be performed as herein set forth, the parties agree as follows:

**Section 1.** Effective May 3, 2020, ARTICLE 23 **CASUAL DAY**, Paragraph A. Considerations, Item 1. of the Agreement is amended to read as follows:

A. Considerations

1. Three (3) casual days with pay per fiscal year shall be allowed.

**Section 2.** Effective July 1, 2020, ARTICLE 31 **WAGE PLAN** of the Agreement is amended by adding the following at the end of the salary schedule:

Notwithstanding the foregoing:

Effective July 1, 2020 through June 30, 2021, the wage plan in effect on June 30, 2020, shall be increased by 0% (no increase) across the board.

Effective July 1, 2021 through June 30, 2022, the wage plan in effect on June 30, 2021, shall be increased by 3.25% across the board.

**Section 3.** Each person signing this First Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

**Section 4.** This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa, as of the date first above written.

**CITY OF DUBUQUE, IOWA**

**TEAMSTERS LOCAL UNION NO. 120**

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Kevin Saylor, Business Agent

ATTEST:

\_\_\_\_\_  
Kevin S. Firnstahl, City Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
TEAMSTERS LOCAL UNION NO. 120  
BUS OPERATORS  
JULY 1, 2017 through JUNE 30, 2022**

This First Amendment to Agreement, dated for reference purposes the 23<sup>rd</sup> day of April, 2020, is made and entered into between the Teamsters Local Union No. 120 Bus Operators ("Union") and the City of Dubuque, a municipal corporation ("City").

WHEREAS, City and Union are parties to an Agreement effective July 1, 2017 through June 30, 2022 (herein "the Agreement"); and

WHEREAS, Union and City have entered discussions regarding the economic impact, known, projected, and unknown, of the COVID-19 or Novel Coronavirus pandemic on the City's Fiscal Year 2020 and Fiscal Year 2021 operating budgets; and

WHEREAS, Union and the City have mutually agreed to address, at least in part, budget deficits related to collectively bargained-for wage increases for Fiscal Year 2021; and

WHEREAS, Union has presented for a vote to its membership the revision of certain articles, specified below, in this First Amendment to Agreement; and

WHEREAS, Union's membership has voted to ratify this First Amendment to Agreement; and

WHEREAS, City Council finds that this First Amendment to Agreement is in the best interests of the City of Dubuque.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements to be performed as herein set forth, the parties agree as follows:

**Section 1.** Effective May 3, 2020, ARTICLE 14 **CASUAL DAY**, Paragraph A. Considerations, Item 1. of the Agreement is amended to read as follows:

**A. Considerations**

1. To afford employees two (2) days with pay, not to be deducted from sick leave accumulation, to be scheduled by the employee's department manager.

**Section 2.** Effective May 3, 2020, ARTICLE 14 **CASUAL DAY**, Paragraph B. Conditions, Item 1. of the Agreement is amended to read as follows:

**B. Conditions**

1. The two (2) casual days may be taken anytime during each year of the contract subject to the provisions of A(2) above.

**Section 3.** Effective May 3, 2020, ARTICLE 14 **CASUAL DAY**, Paragraph C. Part-Time Employees of the Agreement is amended to read as follows:

**C. Part-Time Employees**

Part-time employees shall receive two (2) casual days with pay. The two (2) casual days for part-time employees shall equal six (6) hours for each casual day at the employee's regular rate of pay. Except as otherwise provided in this Section, part-time employees shall be subject to the terms of this Article.

**Section 4.** Effective July 1, 2020, ARTICLE 24 **WAGE PLAN** of the Agreement is amended by adding the following at the end of the salary schedule:

Notwithstanding the foregoing:

Effective July 1, 2020 through June 30, 2021, the wage plan in effect on June 30, 2020, shall be increased by 0% (no increase) across the board.

Effective July 1, 2021 through June 30, 2022, the wage plan in effect on June 30, 2021, shall be increased by 3.25% across the board.

**Section 5.** Each person signing this First Amendment on behalf of a party represents and warrants that the party has the requisite power and authority to enter into, execute, and deliver this First Amendment on behalf of such party and that this First Amendment is a valid and legally binding obligation of such party enforceable against it.

**Section 6.** This First Amendment represents the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions or understandings that the parties may have with respect to same.

Executed in Dubuque, Iowa, as of the date first above written.

**CITY OF DUBUQUE, IOWA**

**TEAMSTERS LOCAL UNION NO. 120  
BUS OPERATORS**

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Kevin Saylor, Business Agent

ATTEST:

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Kevin S. Firnstahl, City Clerk