



Board of Directors Special Meeting

April 25, 2024 at 4:00 PM
3561 N Stagecoach Road, Longmont
Hybrid/Virtual: Zoom

AGENDA

I. OPENING OF MEETING

- a. Call to Order
- b. Roll Call
- c. Pledge of Allegiance
- d. Approval of Agenda

II. PUBLIC/MEMBER PARTICIPATION

3-minute time limit. Comments are for any item, on the agenda or not, unless they are set for a public hearing.

III. CONSENT AGENDA

IV. NEW BUSINESS

- a. Public Hearing on Meadow View Estates Exclusions
- b. Fire Chief's Employment Agreement
- c. Collective Bargaining Resolution Discussion

V. BOARD MEMBER ITEMS

VI. EXECUTIVE SESSION

Sec. 24-6-402(4)(b), C.R.S., for legal advice on specific legal questions regarding the Fire Chief's Employment Agreement.

Section 24-6-402(4)(e) C.R.S. for purposes of discussing the District Collective Bargaining Resolution to determine our position in negotiations, developing strategies, and instructing our negotiators., and legal advice pursuant to 24-6-204(4)(b) regarding the same.

VII. ADJOURNMENT

Attachments

Meadow View Estates Exclusion Property Report
Meadow View Estates Certified Board Order
Resolution 2019-1 Collective Bargaining
Resolution 2022-5 Collective Bargaining Timeline

Join Zoom Meeting

<https://us02web.zoom.us/j/81945142389?pwd=MHNWNjN6b3c5bEQxZHd6VzIeFEvdz09>

Meeting ID: 819 4514 2389

Passcode: 558262

Dial by your location

719 359 4580

Meeting ID: 819 4514 2389

Passcode: 558262



Exclusion Request

Property Address: Meadow View Estates (see attached property report)

Property Owner: Various Owners

Date of Request: April 15, 2024

Is this request based on an annexation? Yes, properties are within the City of Longmont

Would this exclusion cause a substantive drop in service level? No

What impact does this have on District revenue? \$11,752.77 annually (breakdown attached)

This is a housecleaning item. The proposed properties are within the City of Longmont and were not excluded as part of the annexation. After reviewing the attached petition, Staff recommends approving the attached request.

Exclusion Statute (32-1-501(3)) considerations are as follows.

- (a) *The best interests of all of the following:*
 - (I) *The property to be excluded;*
 - (II) *The special district from which the exclusion is proposed;*
 - (III) *The county or counties in which the special district is located;*
- (b) *The relative cost and benefit to the property to be excluded from the provision of the special district's services;*
- (c) *The ability of the special district to provide economical and sufficient service to both the property to be excluded and all of the properties within the special district's boundaries;*
- (d) *Whether the special district is able to provide services at a reasonable cost compared with the cost that would be imposed by other entities in the surrounding area to provide similar services in the surrounding area or by the fire protection district or county fire improvement district that has agreed to include the property to be excluded from the special district;*
- (e) *The effect of denying the petition on employment and other economic conditions in the special district and surrounding area;*

(f) The economic impact on the region and on the special district, surrounding area, and state as a whole if the petition is denied or the resolution is finally adopted;

(g) Whether an economically feasible alternative service may be available; and

(h) The additional cost to be levied on other property within the special district if the exclusion is granted.

Attachments:

Property Tax List

Certified Board Order

Meadow View Estates Exclusions

5139 Old Ranch Drive	\$1,438.53
5022 Old Ranch Drive	\$987.87
5016 Old Ranch Drive	\$950.19
5120 Old Ranch Drive	\$975.13
5133 Old Ranch Drive	\$1,097.81
5035 Old Ranch Drive	\$1,116.74
5005 Old Ranch Drive	\$1,170.52
5102 Old Ranch Drive	\$995.15
5034 Old Ranch Drive	\$985.02
5101 Old Ranch Drive	\$1,067.54
5114 Old Ranch Drive	\$968.27
	<hr/>
	\$11,752.77

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

BEFORE THE BOARD OF DIRECTORS
OF THE
MOUNTAIN VIEW FIRE PROTECTION DISTRICT

IN THE MATTER OF EXCLUSION OF
LANDS WITHIN THE MOUNTAIN VIEW
FIRE PROTECTION DISTRICT

CERTIFIED BOARD ORDER OF EXCLUSION

THIS MATTER COMING ON TO BE HEARD ON April 25, 2024, by the Board of Directors of the Mountain View Fire Protection District (District), the Board hereby finds:

1. That a written Petition in compliance with § 32-1-501(1), C.R.S. was filed with the Board of Directors requesting exclusion from the District of the following described properties:

Lots 4, 5, and 7, Block 1
Lots 1, 3, and 4, Block 2
Lots 1, 2, 7, 8, and 12, Block 3
Meadow View Estates, County of Boulder, State of Colorado

2. That said Petition was signed by 100% of the fee owners of the respective real property to be excluded, and that the said signatures were acknowledged in the same manner as conveyances of land are required to be acknowledged; and that the Petition complies with all requirements as specified by law.

3. That the Board fixed a hearing upon said Petition for April 25, 2024, at District's Administration Building, 3561 North Stagecoach Road, Longmont, CO 80504 at 4:00 p.m. A Notice thereof, as required by law, was published in the *Longmont Times Call*, a newspaper of general circulation in the District.

4. That the conditions fixed by the Board and required by law for exclusions have been satisfied and accepted.

5. That no written objections to the granting of the Petition were presented to the Board.

6. That the Board has heard all matters relative to the Petition at a public meeting held at the time and on the date set forth in Paragraph 3 above, and pursuant to § 32-1-501(3), C.R.S. finds:

6.1 That such exclusion is in the best interest of the properties seeking exclusion;

6.2 Exclusion is in the best interest of District and Boulder County;

6.3 The cost and benefits to the properties seeking exclusion of the provision of the District services weighs in favor of exclusion as the property has been annexed into the City of Longmont which can provide service at a comparable level;

6.4 The exclusion of the properties will not have an adverse impact on service by the District to other properties within the District's boundaries;

6.5 The City of Longmont will provide economical and reasonable service to the properties on a comparable basis to the District through its provision of a municipal fire department;

6.6 There are no employment or economic impacts arising from this exclusion;

6.7 Denial of the petition may have a negative economic impact on the region, surrounding area and state as a whole by frustrating the intent of annexation and related agreements;

6.8 There is no additional cost to be levied on other properties within the District if this exclusion is granted.

WHEREFORE, IT IS ORDERED BY THE BOARD OF DIRECTORS OF MOUNTAIN VIEW FIRE PROTECTION DISTRICT that the Petition be granted and the properties situated in the County of Boulder, State of Colorado, described above, be and hereby are, excluded from the Mountain View Fire Protection District.

DATED: April 25, 2024

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

President

The undersigned, Secretary of the Mountain View Fire Protection District, hereby certifies that the foregoing Order is a true, complete and correct copy of an Order of the Board of Directors of the Mountain View Fire Protection District duly and regularly entered by the Board at its special meeting held on April 25, 2024.

Secretary

(SEAL)

RESOLUTION 2019 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MOUNTAIN VIEW FIRE RESCUE DISTRICT

I. Statement of Public Policy

It is the policy of Mountain View Fire Rescue District to promote the improvement of labor relations between the District and the firefighters employed by the District to protect public health, safety, and welfare by assuring the orderly and uninterrupted operations and services of the District, and that the employees of the District not be allowed to strike or to engage in any work stoppage, slowdown, or mass absenteeism. This policy is implemented by the manner in which the District conducts its business and by recognizing and defining the rights of full-time firefighters to join organizations of their own choosing for the purpose of representation in matters affecting employee relations, or to represent themselves individually in dealing with the District.

II. Definitions

As used in this Resolution, unless the context otherwise requires:

- A. "Collective bargaining" means to meet at reasonable times to confer in good faith, and to reduce to a written agreement the matters agreed upon if requested by either party; but the obligation to collectively bargain does not compel a party to agree to a proposal or require the making of a concession;
- B. "Bargaining Unit" means all full-time firefighters employed by the District holding a rank up to and including that of Captain. Clerical personnel and volunteer firefighters are not included in the Bargaining Unit;
- C. "Good faith bargaining" means an honest and sincere attempt to reach a mutually acceptable resolution of all issues that are subjects for collective bargaining;
- D. "Certified employee representative" or "employee organization" means an organization or union elected by the bargaining unit and recognized by the District pursuant to Section VI of this Resolution;
- E. "Subjects for collective bargaining" means compensation, hours, grievance procedure, working conditions, procedures for promotions (but not the decision or authority to promote), personal safety, and other terms and conditions of employment for Bargaining Unit employees approved by the Board, except pensions and those Public and Management Rights set forth in paragraph III of this Resolution; and
- F. "Collective Bargaining Agreement" (sometimes referred to as the "Agreement" or "CBA") means the written agreement that sets forth the subjects for collective bargaining to which the District Board and the employee organization have agreed.

III. Public and Management Rights

The following are the inherent and exclusive rights of the District. These Management Rights shall not be the subject of collective bargaining:

- A. To direct the work of its employees;
- B. To hire, promote, demote, classify, evaluate, and retain employees in positions with the District; however, the procedure the District uses in the promotional process shall be a subject for collective bargaining;
- C. To demote, suspend, discharge, or otherwise discipline employees. However, discharge (i.e. termination of employment by the District) shall only be for "just cause" as more specifically set forth in the Employee Handbook, as adopted by the Board and as amended from time to time. The procedure the District uses for discipline, suspension, demotion, or discharge shall be the procedure set forth in the District's Employee Handbook as adopted by the Board and as amended from time to time;
- D. To transfer, assign and schedule employees;
- E. To determine whether to lay off employees because of lack of work, lack of funds, or other reasons;
- F. To determine and implement the methods, equipment, facilities, personnel, policies, procedures, directive, practices, and other means by which District operations are to be conducted, including but not limited to, adoption of an Employee Handbook, Administrative Operating Guidelines (AOGs) and Standard Operating Guidelines (SOGs), as amended from time to time, and to take the steps the District deems necessary to maintain the efficiency and safety of operations and personnel;
- G. To determine policies and standards for fitness for duty and fitness for duty testing;
- H. To determine its budget, organization, and the merits, necessity of expenditures, and the level of the activity and services provided by the District, including but not limited to, the level of staffing; and
- I. To determine whether to merge or consolidate with any other fire district or municipality, and the form and terms of any merger or consolidation.

IV. Strikes, Work Stoppages, Slowdowns, and Mass Absenteeism Prohibited

In order for the Mountain View Fire Rescue District to discharge its statutory obligations to provide emergency fire protection, medical, rescue and hazardous materials services, and protect the health, welfare, and safety of its citizens, it is essential that District emergency services continue at all times without disruption. Acceptance of public employment by an organization that provided emergency services carries with it an obligation and responsibility to act affirmatively at all times to ensure the continuation and promotion of the public's health, safety, and welfare. Accordingly, all employees in the Bargaining Unit and employee representative organizations are hereby prohibited from engaging in strikes, work stoppages, slowdowns, or mass absenteeism. Any person who violates this prohibition shall be subject to any of the following limitations: reprimand, suspension, or discharge. In the case of any violation of this prohibition by the employee organization representing District employees in collective bargaining the violation shall be grounds for: withdrawal of recognition, cancelation of any collective bargaining agreement with said organization, withdrawal of any dues check-off authority, injunctive relief, suit for damages, and any other reasonable penalty or remedy, including reasonable attorneys' fees, costs and expenses. In case of a violation of this prohibition by an employee, the violation shall be just cause for termination of employment.

V. Employee Rights

Members of the Bargaining Unit shall have the right to form, join, and participate in the activities of employee organizations of their choosing for the purpose of representation for collective bargaining, and they shall also have the right to refuse to join or participate in any activities of employee organizations and shall have the right to represent themselves individually and have individual grievances adjusted without resort to employee organizations; provided, however, that any resolution reached as a result of individual representation or grievance must be in accord with the terms of any Agreement currently in effect and applicable to Bargaining Unit members.

No member of the Bargaining Unit, no employee organization or representative, and no recognized employee representative, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of individual rights by an employee in the Bargaining Unit.

VI. Recognition

The District hereby recognizes International Association of Firefighters, Local 3214 (Local 3214), as the bargaining representative for members of the Bargaining Unit, and such recognition shall continue until Local 3214 is no longer recognized.

If at any time at least thirty percent (30%) of the Bargaining Unit membership petition in writing, for non-recognition of the bargaining representative, an election shall be held for the purpose of determining recognition or nonrecognition of the certified employee representative. Any such petition can only be filed no earlier than May 1 and no later than June 1 of the year immediately prior to the expiration of an existing collective bargaining agreement between the District and the bargaining representative, or between May 1 and June 1 of any year in which no Agreement is in effect. Elections for determining recognition or non-recognition of the certified employee

representative shall be decided by the majority of those members of the Bargaining Unit who vote in an election.

VII. Obligation to Bargain Collectively

The duly designated representatives of the District and the certified employee representative shall bargain in good faith at the time specified below and shall consider fully all proposals submitted by either side which are appropriate subjects of the collective bargaining as defined in this Resolution.

The negotiations will be conducted at times and places mutually agreeable to the negotiators named by the District and the employee organization. Negotiations shall conclude thirty (30) days after commencement of such negotiations. Negotiations shall commence no later than July 15 and shall be completed no later than August 14.

VIII. Collective Bargaining Agreement

Agreements reached by the representative of the District and the Bargaining Unit shall be set forth in a written proposed Agreement. The proposed Agreement shall constitute a mutual recommendation to be jointly submitted to the Board of Directors of the District and employees within the Bargaining Unit.

The Agreement shall not supersede constitutional or statutory rights, powers and obligations of the District or any of its publicly elected Directors pursuant to the Colorado Constitution or other laws of the State of Colorado, nor shall the Agreement contain terms that are inconsistent with the Public and Management Rights set forth in Section III of this Resolution.

The term of the Agreement shall be for not less than two (2) years nor more than three (3) years and shall coincide with the fiscal year of the District.

IX. Impasse Resolution

In the event the representatives of the District and the Bargaining Unit are unable to reach an agreement on an Agreement within thirty (30) days from and including the date of their first meeting pursuant to Section IV, any unresolved issues subject to collective bargaining pursuant to Section II.E shall be submitted to non-binding mediation pursuant to Section IX.A., then, if necessary to binding arbitration pursuant to Section IX.B.

A. Non-Binding Mediation

Within three (3) calendar days after the expiration of thirty (30) calendar days from the first day of the meeting, the representatives of the District or the Bargaining Unit shall inform the American Arbitration Association, or its successor organization, that labor mediation pursuant to the terms of this Resolution is desired. Within seven (7) calendar days thereafter, the arbitration association shall submit, simultaneously to each party, an identical list of seven (7) names of persons who, if selected, will act in the capacity of a labor mediator. Each party shall

alternatively strike one (1) name from the list until the name of one (1) individual remains. The party to strike first shall be determined by a coin flip. The process of striking names shall be completed within seven (7) calendar days of the receipt of the list. Upon completion of the selection process, the mediator shall have ten (10) calendar days in which to convene a mediation meeting. The meeting may be recessed or continued in the discretion of the mediator; however, the mediation must be concluded within seven (7) calendar days of the first day of the mediation meeting. If the parties are not able to reach an agreement on the issue(s) submitted to mediation, the parties shall have five (5) calendar days to submit proposed findings and recommendations, including any citations of law either party may believe are relevant to the mediation. The mediator shall render his/her non-binding recommendations within seven (7) calendar days from the last day for filing proposed findings and recommendations. The parties shall have seven (7) calendar days to consider and discuss the recommendations of the mediator.

B. Binding Arbitration

If the parties are unable to reach an agreement upon all of the terms of a tentative Agreement, including all of the issues submitted for mediation, within seven (7) calendar days of the date the mediator issues her/his recommendations, the remaining unresolved issues shall be submitted to a three-person panel for binding arbitration. The panel will be comprised of one arbiter selected by the District Board, one arbiter chosen by the Bargaining Unit, and the third arbiter will be determined by the District and Bargaining Unit arbiters subject to approval by the Bargaining Unit and the District Board. The procedure for selection of the third arbiter will be as follows: The arbiters chosen by the Bargaining Unit shall, immediately upon selection, request that the arbitration association submit a new list of seven (7) names of persons who, if selected, will act as the third arbiter. The name of the proposed third arbiter will be submitted to the District Board and the Bargaining Unit and both parties shall have three (3) days to approve or disapprove of the proposed third arbiter. If either party disapproves of the proposed third arbiter, the selection process shall be repeated until both parties approve a third arbiter.

Upon completion of the selection process, the arbiters shall have seven (7) calendar days in which to convene a hearing on the issue(s) that remain unresolved after the non-binding mediation. The arbitration hearing shall be concluded within seven (7) calendar days. After the conclusion of the arbitration hearing the parties shall have three (3) calendar days to submit proposed findings and recommendations, including any citations of law either party may believe are relevant. The arbiters, by a majority vote, shall within seven (7) calendar days, issue their decision.

In making their decision, the arbiters shall consider, weigh, and be guided by the following criteria:

1. The interest and welfare of the public, and all factors normally a part of sound administrative and labor relations policy, including, without limitation, the financial ability of the District to bear the costs involved;
2. The lawful authority of the District;

3. Stipulations of the parties;
4. The terms of the new Agreement that the representatives of the District and the Bargaining Unit have already agreed upon;
5. Comparison of the overall terms and conditions of employment of the employees involved with the other employees performing similar services in public employment in comparable Colorado communities;
6. Effectiveness of District operations and impact on services to the public;
7. Cost of living; and
8. Other similar standards recognized in the resolution of labor disputes between public employers and public employees.

The arbiters' decision shall be in writing and the arbiters shall state the reasons for their decision in writing.

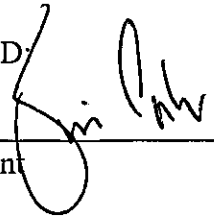
The decision of the arbiters will be final and will be binding upon the District and the Bargaining Unit, and will become the new Agreement. The District Board and the members of the Bargaining Unit shall vote on the proposed new Agreement, which will include the decision of the arbiters on the issue(s) submitted to arbitration, within seven (7) calendar days of the date the arbiters issue their decision.

During the seven (7) calendar days following the date of the decision of the arbiters, the parties shall hold at least one meeting to discuss the decision. The parties' representatives may reach an agreement on a Collective Bargaining Agreement as described in Section VIII. If an agreement is reached during the seven (7) days following the arbiters' decision, and if that agreement is approved by the District Board and the Bargaining Unit membership, the agreement shall become a part of the Collective Bargaining Agreement and the decision of the arbiters shall be null, void, and of no effect.


The terms of the new Collective Bargaining Agreement shall consist of the terms agreed upon prior to and during the dispute resolution process, and the decision of the arbiters unless the arbiters' decision is superseded by agreement of the parties pursuant to the preceding paragraph of this Resolution. The Board of Directors of the District expressly reserves its full legislative power, notwithstanding anything to the contrary in this Resolution.

All fees and expenses related to the arbitration will be shared equally by the District and the employee organization.

This Resolution was approved by the Board of Directors of the District at its meeting of _____, 2019.

SIGNED: 

President

ATTEST:


Secretary

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

RESOLUTION 2022-5

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MOUNTAIN VIEW FIRE RESCUE DISTRICT**

WHEREAS, Resolution 2019-01 sets forth processes and procedures related to negotiations of the Collective Bargaining Agreement between the District and the Local 3214;

WHEREAS, Section 7 of the Resolution provides for the date and timing of negotiations for successor agreements;

WHEREAS, currently, the Resolution requires negotiations to be completed within a thirty (30) day timeframe between July 15 and August 14;

WHEREAS, the District and Local 3214 are planning to utilize the Federal Mediation and Conciliation Services as a facilitator in the negotiations process this year;

WHEREAS, in order to provide some flexibility in scheduling this year, as well as in future years, while maintaining the intent to have negotiations concluded in approximately thirty (30) days, the Board is amenable to providing some flexibility for scheduling negotiations sessions; and,

WHEREAS, the Board intends to narrowly amend Section 7 of the Resolution to provide such flexibility while maintaining the intent to have compact and efficient negotiations between the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MOUNTAIN VIEW FIRE PROTECTION DISTRICT THAT:

1. Section 7 of Resolution 2019-01 shall be amended as follows:

Section VII. Obligation to Bargain Collectively

...

The negotiations will be conducted at times and places mutually agreeable to the negotiators named by the District and the employee organization. ~~Negotiations shall conclude thirty (30) days after commencement of such negotiations. Negotiations shall commence no later than July 15 and shall be completed no later than August 14. Negotiations shall commence no sooner than July 15 and shall be concluded no later than September 15.~~ It is the intent of the Board that negotiations shall preferably be concluded within a thirty (30) day timeframe of when they are started, within this time period.

2. The remainder of Resolution 2019-01 not amended by Paragraph 1 above shall continue in full force and effect.

Dated: May 17, 2022.

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

By: _____

Chad Christian, President