

**City Council Memorandum**

To: Mayor Fasbender & City Council Members

From: Bryan D. Schafer, Chief of Police

Date: September 7, 2021

Item: Police Officer's Mental Health 2021 Contract MOU

Council Action Requested:

Approve attached Police Officer's Mental Health MOU

Background Information:

The City of Hastings is committed to supporting the mental health of all its employees by providing them with resources that will help ensure stability and longevity in the personal and professional lives. In doing so, the city recognizes that, during the course of performing their job duties, Police Department employees may become involved in or exposed to incidents that have the potential to cause various forms of short and/or long-term emotional and psychological trauma. The City and Union are parties to a 2021 collective bargaining agreement ("CBA") which does not contain any negotiated language over the establishment or participation of Police Department employees in a mental health program. Through this mutually agreed MOU, all parties agree that the establishment and implementation of a mandated mental health program is the subject of bargaining and the Police Department desires to provide employees with cost-free mental health services from a qualified mental health professional that specializes in working with public safety employees.

Financial Impact:

Negative (budgeted) impact

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

Memorandum of Understanding: Mental Health Program, Police Officer's Local 249

Memorandum of Understanding: Mental Health Program

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Hastings (“City”) and Law Enforcement Labor Services, Inc., Local 249 (“Union”), on behalf of the Police Officers bargaining unit, for the purpose of establishing guidance for an employee mental health program. The City and Union shall collectively be referred to as “the Parties.”

WHEREAS, the Hastings Police Department (“Police Department”) recognizes that, during the course of performing their job duties, Police Department employees may become involved in or exposed to incidents that have the potential to cause various forms of short or long-term emotional and psychological trauma; and

WHEREAS, the Police Department is committed to supporting the mental health of all its employees by providing them with resources that will help ensure stability and longevity in the personal and professional lives of each employee; and

WHEREAS, the Police Department desires to provide employees with cost-free mental health services from a qualified mental health professional that specializes in working with public safety employees; and

WHEREAS, the City and Union are parties to a 2021 collective bargaining agreement (“CBA”) which does not contain any negotiated language over the establishment or participation of Police Department employees in a mental health program; and

WHEREAS, the Parties agree that the establishment and implementation of a mandated mental health program is the subject of bargaining; and

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Definitions.

a. **Approved Mental Health Provider.** A provider who has the following qualifications: (1) a licensed mental health professional, (2) demonstrated experience in counseling emergency services personnel, (3) received approval by representatives of the applicable labor groups and police administration, and (4) has an established contract with the Police Department.

i. For purposes of this definition, “applicable labor groups” includes those representing the police officers and police sergeants.

2. Procedure. The annual mental health check-in program provides Police Department employees with access to a qualified mental health professional. The program is administered under the following guidelines:

- a. The program is mandatory for both sworn and civilian full-time and regular part-time Police Department employees.
 - b. Eligible employees must complete at least one (1) annual appointment with the Police Department's approved mental health provider.
 - c. When an employee attends an appointment with the approved mental health provider, the cost of the appointment will be paid by the City.
 - d. Mental health appointments will be scheduled throughout the calendar year at times and locations agreeable to the Police Department and the approved mental health provider. Agreed upon times will be established and posted, generally with a minimum of 30 days' notice. Available dates will be posted at the Police Department and will be assigned on a first come, first serve basis. Employees may schedule their mental health appointment directly with the approved mental health provider.
 - e. The Police Department agrees to allow employees the necessary time away from their scheduled work duties to attend the mental health appointment, without loss of pay or deduction of leave.
 - f. In the event the mental health appointment must be scheduled when an employee is off duty, the employee will be compensated at straight time rate of pay for the appointment and travel to and from the appointment.
 - g. This mental health program is not a replacement for existing Police Department or City programs, including, but not limited to, the Critical Incident Stress Debriefing or the Employee Assistance Program.
3. Mental Health Program Committee. The Police Department shall establish a committee responsible for implementing and managing a mental health appointment and any related programs. The Union Stewards from the applicable bargaining units shall be the representative of their respective bargaining unit. Functions of the committee shall also include, but are not limited to, the following:
- a. Provide input and assistance in the development and implementation of programs related to mental health.
 - b. Make recommendations on the type and content of mental health awareness and related programs, services, or training.
 - c. Distribute applicable mental health related information to employees.
 - d. Evaluate the overall effectiveness of programs related to mental health.

- e. Evaluate and recommend approved mental health providers to Police Department administration.
 - f. Participation in the Committee shall not be considered negotiation by the bargaining unit.
4. Confidentiality. The communication between the evaluator and member is privileged and therefore the Police Department considers all mental health appointments, communication during the appointment, and any recommendations as confidential in accordance with the applicable federal and state privacy laws. The approved mental health provider shall be prohibited from sharing any employee information other than confirming with the Police Department that an employee was compliant with the program's directive by the end of each year.
5. Follow Up Visits. If an employee or the mental health provider feel that services beyond the one (1) required appointment would be needed or beneficial for the employee, the mental health provider may create a referral at the employee's discretion. These additional appointments are not mandatory. If the employee wishes to schedule follow up appointments with the mental health provider, the employee may schedule those appointments directly with the mental health provider.
- a. The Police Department will pay for up to six (6) total appointments with the approved mental health provider for each employee per year. After the six (6) appointments, the employee is responsible for the payment of any further appointments; employees are encouraged to utilize their Health Insurance or Healthcare Reimbursement Account for any desired additional services or appointments.
6. Verification: For billing purposes, an employee from the bargaining unit who is scheduling any appointments with the mental health provider within parameters of this MOU, shall submit in writing a statement of "A member of LELS Local No. 249 has scheduled an appointment with Marie Ridgeway and Associates during the week of..." The letter shall be sent through interdepartmental mail to the designated HR representative without any identifying information of which member is receiving services, to protect confidentiality.

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IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by its duly authorized representatives.

CITY OF HASTINGS

LAW ENFORCEMENT LABOR

SERVICES, INC., LOCAL NO. 249

Approved by the Hastings City Council:

Approved by LELS Membership:

Mary D. Fasbender, Mayor

Jay Maher, Business Agent

Dan Wietecha, City Administrator

Dan Vomastek, Union Steward

Kelly Murtaugh, City Clerk

Jacob Willers, Union Steward