



# **Le Sueur County, MN**

**Tuesday, January 16, 2018**

**Board Meeting**

## **Item 6**

**10:00 a.m. Human Resources (10 min)**

**Staff Contact:**



# Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057  
Telephone: 507-357-8517 • Fax: 507-357-8607  
Cindy Westerhouse – Human Resources Director

## **HUMAN RESOURCES AGENDA ITEMS January 16, 2018**

Recommendation to grant regular status to Michael Thelemann, full time Deputy Sheriff in the Sheriff's Office, effective January 9, 2018. Michael has completed the one-year probationary period.

Recommendation to hire Nick Navejas as a part time Correctional Officer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.94 per hour, effective January 30, 2018.

Recommendation to post for a full time Correctional Officer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.94 per hour.

Recommendation to grant regular status to Ken Kalina, part time Building and Grounds Worker in Building Maintenance, effective January 10, 2018. Ken has completed the six-month probationary period.

Recommendation to transfer Justin Coates, full time Agency Social Worker in Human Services, to the open position in the Child Services Unit, effective January 16, 2018.

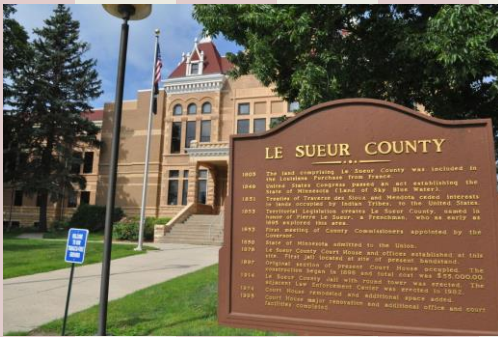
Recommendation to post and request the merit list for a full time Agency Social Worker in Human Services, Grade 11, Step 1 at \$24.01 per hour.

Recommendation to approve the SafeAssure proposal and sign the one-year agreement between Le Sueur County and SafeAssure to provide OSHA compliance education and workplace safety training services.

Recommendation to approve the 2018 Le Sueur County Wellness Program Plan.

Recommendation to re-appoint Cindy Westerhouse, Human Resources Director, to a two-year term, January 2018 to January 2020, as a Board of Director on the South Central Service Cooperative.

*Equal Opportunity Employer*



# WHAT SAFEASSURE WILL DO FOR LE SUEUR COUNTY

## INFORMATION PACKET/PROPOSAL

February 2018

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarifies written and training requirements.**

**The required standards that apply to Le Sueur County are listed below:**

**A.W.A.I.R.**

**MN Statute 182.653**

*"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".*

**BLOODBORNE PATHOGENS**

**29 CFR 1910.1030**

*Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.*

**CONFINED SPACE**

**29 CFR 1910.146**

*If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....*

**CONTROL OF HAZARDOUS ENERGY**

**29 CFR 1910.147 &**

**MN Statute 5207.0600**

*"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".*

**EMERGENCY ACTION PLAN**

**29 CFR 1910.35 THRU .38**

*"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".*

**ERGONOMICS**

**29 CFR PART 1910.900 THRU 1910.944**

*"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."*

**EXCAVATIONS/TRENCHING 1926.651 (k)(1)**

*Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.*

**GENERAL DUTY CLAUSE**

**PL91-596**

*"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."*

**HAZARD COMMUNICATIONS**

**29 CFR 1910.1200 &**

**MN Statute 5206.0100 thru 5206.1200**

*"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."*

**LOGGING OPERATIONS 1910.266 (i)(1)**

*The employer shall provide training for each employee, including supervisors, at no cost to the employee.*

**MOBILE EARTHMOVING EQUIPMENT**

**MN RULES 5207.1000**

*Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.*

**OCCUPATIONAL NOISE EXPOSURE**

**29 CFR 1910.95**

*The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels, and shall ensure employee participation in such a program.*

**OVERHEAD CRANES**

**1910.179(j)(3)**

*Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....*

**PERSONAL PROTECTIVE EQUIPMENT**

**1926.95 a)**

*"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.*

**POWERED INDUSTRIAL TRUCKS**

**29 CFR 1910.178**

*"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".*

**RESPIRATORY PROTECTION**

**29 CFR 1910.134**

*Written standard operating procedures governing the selection and use of respirators shall be established.*

**RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES**

**29 CFR 1904**

*"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."*

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the contract year. (Subparts represent multiple standards)

### **1910 Subparts**

- Subpart D - Walking - Working Surfaces
- Subpart E - Means of Egress
- Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
- Subpart G - Occupational Health and Environmental Control
- Subpart H - Hazardous Materials
- Subpart I - Personal Protective Equipment
- Subpart J - General Environmental Controls
- Subpart K - Medical and First Aid
- Subpart L - Fire Protection
- Subpart M - Compressed Gas and Compressed Air Equipment
- Subpart N - Materials Handling and Storage
- Subpart O - Machinery and Machine Guarding
- Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
- Subpart Q - Welding, Cutting, and Brazing.
- Subpart S - Electrical
- Subpart Z - Toxic and Hazardous Substances

### **1926 Subparts**

- Subpart C - General Safety and Health Provisions
- Subpart D - Occupational Health and Environmental Controls
- Subpart E - Personal Protective and Life Saving Equipment
- Subpart F - Fire Protection and Prevention
- Subpart G - Signs, Signals, and Barricades
- Subpart H - Materials Handling, Storage, Use, and Disposal
- Subpart I - Tools - Hand and Power
- Subpart J - Welding and Cutting
- Subpart K - Electrical
- Subpart L - Scaffolds
- Subpart M - Fall Protection
- Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
- Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
- Subpart P - Excavations
- Subpart V - Power Transmission and Distribution
- Subpart W - Rollover Protective Structures; Overhead Protection
- Subpart X - Stairways and Ladders
- Subpart Z - Toxic and Hazardous Substances
- Applicable MN OSHA 5205 Rules
- Applicable MN OSHA 5207 Rules
- Applicable MN OSHA 5206 Rules (Employee Right to Know)

**All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.**

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of Le Sueur County to obtain as required to comply with OSHA standards.

Our contract year will begin on the signing of this proposal/contract. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

**All documents and classroom training produced by SafeAssure Consultants for Le Sueur County are for the sole and express use by Le Sueur County and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.**

**It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a contract year, will be made at no additional cost to Le Sueur County.**

**All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse Le Sueur County should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.**

**If SafeAssure fails to perform any of the provisions of this contract or so fails to administer the work as to endanger the performance of the contract, such failure may constitute default. Unless the default is excused by the county, the county may, upon written notice to the SafeAssure, cancel this agreement in partial or entirety.**

**As a "full service client" all time spent consulting, answering questions, correspondence, and OSHA inspection assistance both on and off site are part of the contract services and are included (see also schedule within).**

**ADDENDUM  
SAFETY PROGRAM RECOMMENDATIONS  
Le Sueur County**

**Written Programs & Training**

**A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)**

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

**Bloodborne Pathogens**

- review/modify or write site specific program
- documented training of all personnel

**Chainsaw/Tree Trimming**

- review/modify or write site specific program
- documented training of all personnel

**Contractors Safety Program**

- review/modify or write site specific program
- documented training of all personnel

**Cranes-Chains-Slings**

- review/modify or write site specific program
- documented training of all personnel (inspections)

**Emergency Action Plan**

- review/modify or write site specific program
- documented training of all personnel

**Employee Right to Know/Hazard Communication**

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating DAMARCO Solutions, LLC, MSDS and data base program

**Ergonomics/Proper Lifting**

- review/modify or write site specific program
- documented training of all personnel
  - job hazards-recognition
  - control steps
  - reporting
  - management leadership requirements
  - employee participation requirements

**Fleet Safety/Defensive Driving**

- review/modify or write site specific program
- documented training of all personnel

**General Safety Requirements (other as required)**

- review/modify or write site specific program
- documented training of all personnel



### **Hearing Conservation (Occupational Noise Exposure)**

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

### **Lock Out/Tag Out (Control of Hazardous Energy)**

- review/modify or write site specific program
- documented training of all personnel

### **Mobile Earthmoving Equipment**

- review/modify or write site specific program
- documented training of all personal

### **Personal Protective Equipment**

- review/modify or write site specific program
- documented training of all personnel

### **Recordkeeping**

- review/modify or write site specific program
- documented training of all personnel

### **Trenching/Excavation**

- review/modify or write site specific program
- documented training of all personnel

## **The “SafeAssure Advantage”**

- On-Line training available for AWAIR, EAP, ERTK, ERGO/Lifting, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure “Client Discount Card” from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO-as required)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- “ALERT” data base
- Unlimited consulting services

# Contract/Agreement

THIS AGREEMENT is made this first day of February, 2018 between Le Sueur County, Le Center, Minnesota, herein referred to as Le Sueur County and SafeAssure Consultants, Inc. 200 S.W. Fourth Street, Willmar, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this contract/agreement, Le Sueur County (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum** of **\$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that Le Sueur County will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges Le Sueur County, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless Le Sueur County, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of Le Sueur County, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

**In consideration** of this signed agreement/contract, for the period of **Twelve Months** from the stated above start month, SafeAssure Consultants, Inc. agrees to provide Le Sueur County, the aforementioned features and services. These features and services include but are not limited to providing OSHA compliance recommendations/consultations, scheduled classroom-training sessions (see schedule), unlimited online training, and writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of Le Sueur County.

ANNUAL CONTRACT (February 2017 Start)	\$7,996.80
MSDS/SDS ON-LINE SERVICES	(included)

**TOTAL ANNUAL \$ \$7,996.80**




IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

**TWELVE MONTH CONTRACT**

X \_\_\_\_\_  
**Le Sueur County** **Date**

X \_\_\_\_\_  
**Le Sueur County** **Date**

X   
\_\_\_\_\_  
**President-SafeAssure** **010318**  
**Date**

SafeAssure Consultants Inc.

200 4th St SW  
PO Box 281

# Invoice

Date	Invoice #
1/3/2018	1328

<b>Bill To</b>
Le Sueur County Cindy Westerhouse 88 South Park Ave Le Center, MN 56057

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due by January 31					

Quantity	Item Code	Description	Price Each	Amount
1	Consulting	Safety Training	7,996.80	7,996.80

Thank you for your business! We enjoy working with you!	<b>Total</b>	\$7,996.80
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Le Sueur County  
Wellness Program Plan  
2018



Le Sueur County Wellness Committee

The purpose of the Le Sueur County Wellness Program is to improve the physical, mental, and social well-being of Le Sueur County employees. The overall goals of the program are healthier, happier employees with improved self-esteem, increased job performance, and decreased usage of sick days; leading ultimately to a lower health plan rate. The Wellness Program strives to provide multiple opportunities to involve employees as outlined in the plan below; specific authority for a wellness program provided under MN Statute 15.46.

January - December

Email employees a wellness calendar and handout each month. Drawings for prizes to participants on wellness calendar challenges (Fitbits, Soda Stream, Airfryer, Blender, Pressure Cooker, Gift Cards, Essential Oils, Spice/Herb Sets).

Invite Hy-Vee to serve healthy breakfast and lunch meals to employees during the year.

Invite Hy-Vee to offer meal prep classes during the year.

Distribute SnackNation nutritional snacks monthly as part of the wellness calendar.

Offer Yoga (Yoga in the Park) and various other fitness classes to provide options of other activities throughout the year.

January/February

Super Bowl Challenge. Provide healthy snacks to promote eating healthy and participation incentive awards.

February

Invite River Valley Running representative to speak. Drawing for participation incentive awards related to the event.

March

Stairs Walking Challenge. Give participation incentive awards related to the event.

April

Invite Dr. Seth Nelson. Give participation incentive awards related to the event.

Invite speaker to educate employees on gardening. Gardening benefits include eating more veggies, using fresh herbs for seasonings, getting outdoors, growing own healthy foods, great stress reliever. Give participation incentive awards such as seeds and planters.

May/June

Let's Move 10,000 steps Walking Challenge. Give participation incentive awards related to the event.

June

Food Safety presentation. Give participation incentive awards related to the event.

September

Picnic in the Park: Hy-Vee provide healthy lunches to employees.

October/November

Employees receive apples and healthy snacks during open enrollment.

Block, Paper, Scissors activity for stress relief & mental health. They are located in Jordan and travel to different locations. <http://www.blockpaperscissorscrafts.com/> \$50 to travel within a 25 miles radius (we are exactly 25 miles).

#### November

Kindness Challenge to promote emotional health in the workplace. Give participation incentive awards related to the event.

#### December

Distribute healthy snacks and foods to promote eating healthy during the Holidays.