AGENDA

COMMITTEE ON HUMAN RESOURCES/INSURANCE

October 5, 2009
Aldermen Gatsas, Shea, Lopez, Garrity, Pinard

5:00 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Gatsas calls the meeting to order.

2. The Clerk calls the roll.

3. List of arbitration cases to be submitted by the Human Resources Director, if available.
   Gentlemen, what is your pleasure?

4. Communication from Timothy Soucy, Public Health Director, submitting requests for an increase in High School Nurse hours and an increasing to the complement of School and Community Health Nurses.
   Gentlemen, what is your pleasure?

5. Communication from Jane Gile, Human Resources Director, submitting a revised Class Specification 2060-21 for the Internal Audit Manager requesting a change in title to 2061-21 Independent City Auditor.
   Gentlemen, what is your pleasure?

6. Communication from Jane Gile, Human Resources Director, submitting a revised Class Specification for the School Nurse I position changing from a Grade 16 to a Grade 17. It has been approved that the school nurses without degrees be placed in this grade.
   Gentlemen, what is your pleasure?

7. Communication from Jane Gile, Human Resources Director, submitting a review and report of Observation #4 - On Call Pay, from the Internal City Auditor's audit report of the Office of Youth Services.
Gentlemen, what is your pleasure?

8. Communication from Jane Gile, Human Resources Director, recommending the City implements a self-directed investment option for its Hartford 457 Deferred Compensation Plan.
Gentlemen, what is your pleasure?

9. Communication from Jane Gile, Human Resources Director, recommending the City enter into a fiduciary partnership program and advisory services agreement with Mesirow Financial Investment Management, Inc. This agreement will in affect provide the necessary indemnification required by Mesirow.
Gentlemen, what is your pleasure?

10. Communication from Dave Connare, President of the MPPA and Peter Bartlett, President of the MAPS, requesting that the Manchester Police Department be authorized to bill vendors that are required to hire extra police details an additional $2.00/hr. in order to offset recent legislative changes.
Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any item from the table.

11. Communication from Ronald Robidas, Security Manager, regarding Identity Theft Awareness Training Program.
(Note: Referred by the Board of Mayor and Aldermen on 4/07/09. Identity Theft Policy was approved on 7/7/09. Item tabled on 7/7/09 awaiting more information.)

12. Discussion relative to the guidelines of the Bright Ideas Evaluation Committee awards.
(Note: Referred from the Board of Mayor and Aldermen on 9/16/08; The Committee has requested members of the Quality Council to appear at the next meeting to discuss the issue further; Tabled 11/12/08.)
(Revisions attached submitted by the Quality Council on 4/24/09.)

13. Communication from Jane E. Gile, Human Resources Director, recommending that the Committee upgrade the part-time parking control officer from a salary grade 10 to a salary grade 11; and upgrade the reserve police officer from a salary grade 18 to a salary grade 19.
(Note: The Committee has requested additional information from Human Resources on this item; Tabled 8/5/08. Communication from Chief Mara regarding Reserve Officers was received and filed on November 24, 2008.)

14. Recommendation from Thomas Clark, City Solicitor, regarding Section 33.011 Retired Employees; Policy on Rehiring, if available.
(Tabled 8/5/08)

15. If there is no further business a motion is in order to adjourn.

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director

BOARD OF HEALTH
Carol Bednarowski
Robert Duhaime, RN, MBA
Laura Smith Emmick, MD
William Mehan, DMD, MS
Kristin Schmidt, PA-C

CITY OF MANCHESTER
Health Department

RECEIVED
AUG 07 2009
CITY CLERK'S OFFICE

August 4, 2009

Alderman Ted Gatsas, Chair
Human Resource and Insurance Committee
C/o Matt Normand, City Clerk
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

RE: Health Department Requests

Dear Alderman Gatsas,

I am respectfully requested that the Human Resource and Insurance Committee review and approve the following requests on behalf of the Health Department.

1. Increase High School LPN's from 35 to 37.5 hours per week. Due the student volume and complexity passing through the Nurse's Office at the High School level, we are requesting an additional ½ hour per day be added to the High School LPN's schedule. The salary cost of adjustment is $5,252 and is included in the School District's FY 10 appropriation to the Health Department for the provision of school health services.

2. Increase School Nurse Compliment by 1 FTE. This new position places a school nurse at Manchester School of Technology (MST) for the first time. The salary cost of this new position is $29,543 and is included in the School District's FY 10 appropriation to the Health Department for the provision of school health services.

3. Increase Community Health Nurse Compliment by 1 FTE. This grant-funded Community Health Nurse position will be responsible for H1N1 clinical planning and community education, and will be funded through the NH DHHS with ARRA funding. There are no costs to the City and there is no requirement for the City to continue this position when ARRA funding ceases. The Health Department is expecting to receive $107,667 over two years to fund this position.

Thank you in advance for your consideration and I will be available at any time should the Committee have any questions.

Sincerely,

Timothy M. Soucy, MPH, REHS
Public Health Director

Cc: Jane Gile, Human Resources Director

1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466
Administrative & Environmental Health FAX: (603) 628-6004 • Community Health FAX: (603) 665-6894 / (603) 624-6584
E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health

Jane Gile
Human Resources Director

CITY OF MANCHESTER
Human Resources Department

September 25, 2009

Alderman Ted Gatsas, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: Class Specification – Independent City Auditor

Dear Alderman Gatsas:

Please find attached a revised class specification for the Internal Audit Manager – 2060-21. The attached Class Specification changes the class title to Independent City Auditor – 2061-21 and provides additional language (in bold) which more clearly reflects duties and reporting relationships. Certified Internal Auditor is added as a required special qualification.

There is no change in grade or compensation attached to the revised job classification which has been requested by Kevin Buckley and approved by the City Solicitor.

The recommendation of the HRIC is to approve the revised job classification.

Sincerely,

Jane E. Gile, SPHR
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 • FAX: (603) 628-6065
E-mail: HumanResources@ManchesterNH.gov • Website: www.manchesternh.gov

DRAFT

City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	~~**Internal Audit Manager**~~ **Independent City Auditor**
Class Code Number	**2060-21**

General Statement of Duties

~~Oversees internal~~ **Performs** financial, **compliance, contract, and performance** audits within the City government structure; **oversees the independent audit of the City's Comprehensive Annual Financial Report**; and performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to ensure all applicable guidelines are being adhered to within Departmental fiscal operations. ~~The work is performed under the supervision and direction of the Deputy Finance Director and Finance Director but considerable leeway is granted for the exercise of independent judgment and initiative.~~ **This position is a Division of the City Solicitor's Office in regards to staffing, budgeting and annual reviews; however the position reports directly to the Board of Mayor and Aldermen/Committee on Accounts.** The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees, outside auditors, State officials and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work
(illustrative only)

- Supervises, plans, organizes and coordinates financial auditing procedures within the municipality;

- Performs detailed audits of financial operations involving a potential for misuse, including large cash revenues, grants, contracts, transfers of funds and special projects as related;
- Investigates departmental payments greater than $2,500.00, including verifying payments to lease agreements, bid documents, professional service contracts and municipal construction contracts;
- Tracks and reports on the status of promissory notes held by the City;
- Reviews and/or prepares the Comprehensive Annual Financial Report (CAFR);
- Prepares financial reports relating to State of New Hampshire reporting requirements;
- Verifies changes in payroll accounts and performs related special purpose audits as directed;
- Completes historical research activities on contracts, liens, legal matters and related;
- ~~Serves as a liaison~~ **Administers the City's contracts** with external auditors in the review of financial operations, including preparing legal letters, recording encumbrances, preparing statistical papers and ensure all needed documents are available to the auditors;
- Completes special financial reports as directed;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps ~~immediate supervisor~~ **BMA/Committee on Accounts** and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

Required Knowledge, Skills and Abilities
(at time of appointment)

- Comprehensive knowledge of Generally Accepted Accounting Principles;
- Comprehensive knowledge of financial office procedures and practices;
- Comprehensive knowledge of the functions of government in a municipality;
- Comprehensive knowledge of financial auditing procedures, preferably within a municipality;
- Comprehensive knowledge of budget preparation within a municipality;
- Ability to interpret accounting reports and records and to analyze accounting data for control and reporting purposes;
- Ability to handle confidential and administrative information with tact and discretion;
- Ability to supervise, train, evaluate and coordinate the work of others;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;

- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from an accredited college or university with a Bachelor's Degree in Accounting; and
- Considerable experience in financial auditing procedures; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- Certified Public Accountant, Certified Financial Analyst, **Certified Internal Auditor** or MBA preferred.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review a wide variety of written material in both electronic and hardcopy;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer and related equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function within the general office environment.

Approved by:_____ Date:_____

City of Manchester
New Hampshire

In the year Two Thousand and Nine

AN ORDINANCE

"Amending Section 33.026 (Independent City Auditor) of the Code of Ordinance of the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows:

Change class specification, Independent City Auditor, Class Code 2060 (see attached)

This Ordinance shall take effect upon its passage and all Ordinances or parts of Ordinances inconsistent therewith are hereby repealed.

Jane Gile
Human Resources Director

RECEIVED
JUL 13 2009
CITY CLERK'S OFFICE

CITY OF MANCHESTER
Human Resources Department

July 10, 2009

Alderman Ted Gatsas, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: Class Specification – School Nurse I

Dear Alderman Gatsas:

Please find attached a revised class specification for the School Nurse I. On July 7, 2009, the HRIC approved the reclassification of the position from a Grade 16 to a Grade 17 and also approved that non-degreed school nurses be placed in this grade. Therefore, the attached job classification reflects the change to training requirements as follows:

Acceptable Experience and Training

- Graduation from a Diploma or Associates Degree in Nursing (ADN) Program; and Considerable experience in school or general nursing; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

The recommendation of the HRIC is to approve the change to the job classification.

Sincerely,

Jane E. Gile, SPHR
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 • FAX: (603) 628-6065
E-mail: HumanResources@ManchesterNH.gov • Website: www.manchesternh.gov

DRAFT

City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	**School Nurse I**
Class Code Number	**7060 - 17**

General Statement of Duties

Performs a variety of professional and administrative nursing duties in a school environment; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to promote and maintain the health of school children through care, prevention, education, and counseling. The work is performed under the supervision and direction of a Public Health Nurse Supervisor but extensive leeway is granted for the exercise of independent judgement and initiative. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with professional staff, municipal officials, school officials, clients and the public. The principal duties of this class are performed in a school environment.

Examples of Essential Work (illustrative only)

- Plans, implements and evaluates school health programs;
- Compiles, analyzes and interprets narrative, statistical and program reports and records;
- Maintains cumulative health records on all students assigned;
- Obtains student health histories, including immunization records;

- Administers medication to students as prescribed;
- Develops health portion of the Individual Education Plan;
- Formulates emergency care plans and medical alert lists and reviews with appropriate personnel;
- Counsels students on health concerns;
- Refers students to other health disciplines as needed;
- Provides health education to individual students and staff and in groups/classroom;
- Performs first aid, immunizations, testing, health screening and assessments;
- Collects and maintains data relating to school health issues;
- Promotes an environment of health awareness within the school system;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

Required Knowledge, Skills and Abilities
(at time of appointment)

- Substantial knowledge of the practices, principles and techniques of school health nursing;
- Substantial knowledge of applicable Federal, State and municipal laws, regulations and policies relating to school nursing;
- Some knowledge of counseling practices and techniques;
- Some knowledge of and the ability to develop, organize and administer school nursing health programs;
- Some knowledge of information systems and hardware;
- Skill in the use and operation of medical apparatus, equipment and screening instruments;
- Ability to develop, organize and perform required screening tests and client support services and programs;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;

- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from a Diploma or Associates Degree in Nursing (ADN) Program; and
- Considerable experience in school or general nursing; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- Registration as a nurse in New Hampshire.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to function in assigned medical examinations;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to use all related medical equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to have access to all areas of the school environment.

Approved by:_____ Date:_____

Jane Gile
Human Resources Director

RECEIVED
AUG 27 2009
CITY CLERK'S OFFICE

CITY OF MANCHESTER
Human Resources Department

August 25, 2009

Alderman Ted Gatsas, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: OYS On-call Pay

Dear Alderman Gatsas:

The City Auditor presented an internal audit of the Office of Youth Services to the Committee on Accounts, Enrollment and Revenue Administration on August 11, 2009. A referral from that committee was made to me and ultimately to the HRIC regarding Observation #4 of the report – On-Call Pay.

The attached review and report of the observation is attached with a recommended remedy.

Sincerely,

Jane E. Gile, SPHR
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 • FAX: (603) 628-6065
E-mail: HumanResources@ManchesterNH.gov • Website: www.manchesternh.gov

Report on Observation #4 – City Auditor's Report – Office of Youth Services

The City Auditor, Kevin Buckley, in his August 11, 2009 report to the Committee on Accounts, Enrollment and Revenue Administration identified a compliance issue relative to "on-call" pay for Office of Youth Services (OYS) employees. Three OYS employees provide after hours coverage for the Substance Abuse Hotline and are compensated at the rate of $210/week for the weeks that they rotate coverage (once every three weeks).

The three employees (the EAP Coordinator, a Youth Services Counselor and one Outreach Worker) carry a pager so that anyone with a drug or alcohol problem can reach an experienced drug and alcohol counselor for information and/or referral 24 hours/day. This phone line differs from the Employee Assistance Program phone line in that the EAP Coordinator is solely responsible for responding to City of Manchester employee after hour calls to the EAP line.

The dilemma identified during the course of Mr. Buckley's review is that he could not find any BMA action that authorized the payment of the on-call compensation. Ord. 33.060 does not specifically address on-call pay but rather addresses stand-by duty – "Any employees who are assigned during their normal off-duty hours by their departments to stand-by duty, in immediate communication with the department during the stand-by period and available at a minimum notice for emergency call-back duty shall be compensated for the inconvenience resulting thereby…" That ordinance sets the rate of pay for stand-by duty at $10/day weekdays and $20/day for weekend days. For a one week period this equates to $90/week. Further, the ordinance states "Exempt employees shall not be entitled to standby duty pay unless such standby duty pay is part of a collective bargaining agreement or is approved by the Board of Mayor and Aldermen."

Hypothetically, if this ordinance were to be applied in this situation, not only is the rate of pay for the OYS staff out of compliance, but the fact that all three are considered exempt employees further restricts the ability to compensate them without Board approval. The employees are non-affiliated; therefore, they are not subject to any collective bargaining agreement language that would dictate the terms of their "on-call" status.

Current Situation

The OYS Department's web-site advertises the hotline in this way:

Substance Abuse Hotline

A seven day per week, 24 hour per day, local emergency line for youth with substance abuse questions, concerns or issues. Answered by licensed substance abuse counselors, this information is free and confidential. **603-665-6600**

The Substance Abuse Hotline is the EAP Coordinator's responsibility. The Hotline originally was conceived as a hotline for youth but, according to the EAP Coordinator, it has evolved over time so that anyone can call and get assistance. The EAP Coordinator and the Youth Services Counselor are licensed substance abuse counselors, the Outreach Worker is not, but is supervised by the other two, as needed.

HR staff researched the payment of the weekly "on-call" pay and learned from the EAP Coordinator that it was instituted in the early 90's ('93 or '94) and all three employees have been involved with the Hotline since the beginning. Remuneration was based on a comparative amount that the mental health agency paid their on-call emergency workers at the time. Workers at mental health were receiving $100/day. It was determined that $30/day, which equates to $210/week, was fair compensation for this OYS service. Ord-33.060 Stand-by Pay was not used in determining the rate.

How the rate was actually approved is unknown at this time, since BMA action/authorization cannot be located. The Substance Abuse Hotline cost however is budgeted annually by OYS and approved by the Board of Mayor and Aldermen.

The OYS "on-call" workers carry a pager during their duty time, which requires them to respond to calls, does not hamper their movements and provides them with flexibility in their activities. As evidenced in the auditor's report, there are relatively few messages after hours for the service (20 messages received in the 24 week observation period - less than one call/week). The workers are "on-call" for 16 hrs/day weekdays and 24 hrs/day for each weekend day - for a total of 128 hours/week. They are compensated $210/week for carrying the pager for a total program cost of $10,920/year. This equates to $1.64/hour for each hour they are "on-call".

Another way to look at it is that for the 24 week period, $5040 was expended. At 20 messages received, the cost per message is $252.00 regardless of the amount of time spent on the call.

The OYS workers do not receive overtime pay for each message taken and are not required to physically respond to calls. The Hotline calls differ from client calls in that the Hotline is a public information and referral service.

Non-Exempt Employees and Overtime

Under DOL rules, generally non-exempt employees must be compensated for time worked, including on-call time whereas the Fair Labor and Standards Act (FLSA) rules explain that if a worker is required to remain on call on the employer's premises or so close that he cannot use the time for his own purposes, it has to be compensated. It is interesting to note that an employee's level of freedom while on call, restrictions of movement, response time, frequency of calls and the actual use of on call time are factors in determining whether or not it is compensated. Accordingly, an employee who is not required to be on the employer's premises or at home, but has to be available by phone or pager might be found to have a great deal of flexibility in their activities, doing much of the same things he/she normally did off duty such as sporting events, shopping, visiting friends/relatives. In that case, his/her time might not be compensable.

Non-exempt employees are generally compensated if the stand-by status results in a call-back (call-backed to the work-site to respond to an emergency). Employees who are subject to collective bargaining agreements or city ordinance are compensated generally at a three hour minimum @ time and a half their hourly rate. The Fair Labor and

Standards Act (FLSA) requires that non-exempt employees are compensated for time worked over 40 hours in a week at time and a half the hourly rate. The public sector allows compensation in the form of compensatory time at time and a half, i.e., for each hour worked over forty, 1.5 hours would be earned in comp time.

Fair Labor Standards Act – Exempt Overtime
The Wage and Hour Division of the US Department of Labor, Title 29, Regulation Part 541 allows an employer to pay an exempt employee more than his/her salary for working beyond the normal work-week. Compensation can take the form of a flat sum, bonus payment, straight-time hourly rate, time and half or in the case of public employer – compensatory time.

Key Findings

The OYS employees assigned to the Substance Abuse Hotline are exempt employees.

According to the City of Manchester ordinances, exempt employees are excluded from overtime pay (Ord. 33.054), from call-back pay (Ord. 33.059) and from stand-by pay (*unless approved by the Board of Mayor and Aldermen)* (Ord. 33.060).

Current law does not require the OYS employees to be compensated for carrying a pager.

Federal law allows an employer to compensate an exempt employee for working beyond the normal work-week.

The compensation afforded to the OYS employees has been consistent throughout the program period. It is included in the OYS Department budget, which is approved annually by the BMA.

Recommendation:

If it is the wish of the Human Resources and Insurance Committee, a recommendation to approve the compensation of $210/week for the OYS workers who rotate coverage for the Substance Abuse Hotline is in order.

According to the Solicitor's Office an ordinance change is not required, only approval to compensate the exempt employees at the aforementioned rate.

Jane Gile
Human Resources Director

RECEIVED
JUL 24 2009
CITY CLERK'S OFFICE

CITY OF MANCHESTER
Human Resources Department

July 24, 2009

Alderman Ted Gatsas, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Alderman Gatsas:

Participants in the City's 457 Deferred Compensation Plan requested that the City implement a self-directed option vehicle as a part of the current Hartford plan offered to employees.

Currently, City employees voluntarily participate in the Hartford deferred compensation plan. Participants, through payroll deductions, put aside pre-tax earnings on a weekly basis in an individual retirement plan - supplemental to the City or State retirement plans. Participants have a menu of investment options from which to select how they want their money invested.

The proposed Self-Directed Brokerage Account (SDBA) expands the investment options available to participants by allowing them to invest in mutual funds, common stocks and fixed income investments that are not available through the Hartford. For a fee ($50/year), the Hartford SDBA provides a direct link with a Schwab Personal Choice Retirement Account (PCRA) brokerage account. The Schwab Account is individually designed and managed by the participant – who takes on the risk associated with each investment.

The SDBA gives savvy City participants the flexibility to assume individual responsibility for their investment choices through trading activities (buy/sell), facilitated through the Schwab PCRA brokerage account, which may be subject to additional transaction fees.

Recommendation: That the City of Manchester implements a self-directed investment option for its Hartford 457 Deferred Compensation Plan.

Respectfully submitted,

Jane E. Gile, SPHR
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 • FAX: (603) 628-6065
E-mail: HumanResources@ManchesterNH.gov • Website: www.manchesternh.gov

8-1

THE HARTFORD

[Plan Name]

SDBA *FastFacts*

The Self Directed Brokerage Account (SDBA) is a separate and unique investment vehicle in The Hartford retirement program, which provides a direct link with a Schwab Personal Choice Retirement Account™ (PCRA) brokerage account. **SDBA *FastFacts*** provides you a quick reference tool of the SDBA program parameters for The Hartford's program as well as questions you should ask yourself to determine if a Self Directed Brokerage Account is right for you.

What investment choices are available?

Through your Schwab self-directed PCRA, you can invest in:

- Over 2,000 mutual funds (including Schwab's Mutual Fund OneSource® with over 1,500 funds available with no loads or transaction fees)
- Common stocks listed on every major U.S. exchange (including over-the-counter stocks)
- Fixed-income investments

Under The Hartford's retirement program, which is funded by a group variable annuity contract or a group variable funding agreement, funding The Hartford's retirement program, you can also invest in any of the investment choices (referred to as "Core Accounts" hereafter) available under the contract.

How is Schwab's PCRA different from your Core Accounts?

There are three key differences between the Core Accounts and Schwab's PCRA:

- The Core Accounts are professionally managed by money managers whose sole job is to monitor and analyze the performance of the underlying securities.
- With the self-directed Schwab PCRA, you manage the investments you select.
- With the self-directed Schwab PCRA, you may be subject to additional fees by Schwab for buy/sell trading activities. Trading transaction charges do not apply to the Core Accounts.

The Hartford is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing company Hartford Life Insurance Company.

Jane Gile
Human Resources Director

CITY OF MANCHESTER
Human Resources Department

September 25, 2009

Alderman Ted Gatsas, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: Mesirow Financial Investment Management, Inc.

Dear Alderman Gatsas:

The City of Manchester offers an optional 457 retirement plan to its employees. It is a voluntary program whereby employees, through payroll deductions, contribute to a deferred compensation plan offered through The Hartford. The City does not contribute to the plan.

However, the City, as the plan sponsor, has a fiduciary responsibility for the investment options offered by The Hartford. With such diverse investment options from which to select, it has been determined that it makes good sense for the City to partner with Mesirow Financial Investment Management, Inc. The partnership with Mesirow, without additional cost to the City, provides independent professional guidance with asset allocation and fund selection by providing both qualitative and quantitative analysis. The expert resources available through Mesirow will assist the City greatly in making well-informed decisions relative to fund selection options/opportunities. Mesirow will also act as co-fiduciary on their investment recommendations.

Attached is a document that explains the fiduciary partnership program as well as the Advisory Services Agreement. The later has been reviewed by the City Solicitor. The agreement calls for the plan sponsor to indemnify Mesirow. Only the BMA has the authority to grant indemnification. Therefore, authorization to enter into this agreement with Mesirow is required.

Sincerely,

Jane E. Gile, SPHR
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 • FAX: (603) 628-6065
E-mail: HumanResources@ManchesterNH.gov • Website: www.manchesternh.gov

FIDUCIARY PARTNERSHIP PROGRAM

As a plan sponsor your goal is to implement a sound retirement program that offers your employees security, diversification and potential for growth. But with so many investment options to choose from, this task can be overwhelming. Your plan provider offers a strong foundation of diverse investment selections, yet without the tools and resources to adequately evaluate funds, you may be ill prepared to select the investments most appropriate for your participants.

Mesirow Financial Investment Strategies partners with you to develop an investment line up that enables plan participants to build prudent investment portfolios. With extensive market knowledge and cutting-edge analysis we provide professional guidance in creating your 401(k) program, including:

- Assistance with investment selection
- Fiduciary partnership relating to the investments selected for your program
- Quarterly investment monitoring and reporting
- Security in knowing that an independent, unbiased, third party is overseeing the fund selection for your retirement program

With extensive market knowledge and cutting-edge analysis we provide professional guidance in creating your 401(k) program...

Fiduciary Partnership

Your role as a plan sponsor comes with a heavy burden of accountability for the investment options you offer to participants. As experts in fund selection and asset allocation we are confident in our recommendations and agree to share fiduciary responsibility with you with respect to the investment selections on the Mesirow Financial Elite List.

Innovative Asset Allocation and Fund Selection Methodology

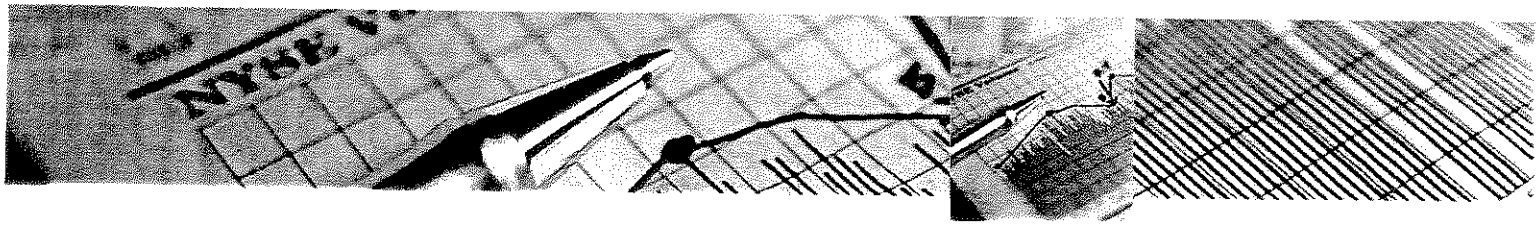
We narrow the playing field by providing you with a manageable subset of investment options to choose from. Our methodology centers on selecting funds that can enhance performance while staying true to the investment strategy and asset allocation policy. We consider both style-pure and multi-style managers in our analysis, thereby expanding the spectrum of funds available to participants. Using a unique blend of quantitative and qualitative analysis, it is our goal to measure manager performance and determine their forecasted potential for excess returns.

Step-by Step Process

- Analyze the funds that comprise the universe of available investment options from your plan provider
- Apply quantitative analysis to classify funds into peer groups to identify those that have consistent style and can add excess return while controlling excess risk
- Determine preliminary list of selected funds categorized by asset class
- Perform qualitative review of fund managers using detailed questionnaires, manager interviews and holdings analysis
- Develop Mesirow Financial's Elite List, consisting of pre-selected investment options for your plan

350 North Clark Street • Chicago, IL 60610 • 312-595-6000 • www.mesirowfinancial.com

Mesirow Financial®



Quarterly Reporting and Monitoring

Mesirow Financial provides the monitoring and reporting services necessary to keep you apprised about the investment options offered to your plan participants.

Through our partnership, you will receive extensive resources to assist in maintaining and monitoring your retirement program. Our detailed Quarterly Report includes:

- An updated Elite List with the recommended funds and a report outlining any changes to the recommended fund from previous quarters
- Market commentary on the previous quarter
- Performance summaries of all Elite Funds
- Individual fund statistics and select holdings information
- Outstanding issues on both a qualitative and quantitative basis on any funds on the Elite List

Recognized Industry Leaders

With 85 years of collective experience in the investment industry, our team has earned a reputation for integrity, service and performance among those in the asset allocation arena. In addition, we are supported by the comprehensive institutional investment management expertise of Mesirow Financial. From equities and fixed income to private equity, hedge funds and currency management, the firm is continually at the forefront in creating innovative and effective investment solutions for institutions all over the world.

About Mesirow Financial

Mesirow Financial is a diversified financial services firm headquartered in Chicago. Founded in 1937, we are an independent employee-owned firm with offices across the country. With expertise in Investment Management, Investment Services, Insurance Services, Investment Banking, Consulting and Real Estate, Mesirow Financial has consistently met the financial needs of institutions, public sector entities, corporations and individuals. This year marks Mesirow Financial's 70th anniversary. For more information about Mesirow Financial, visit our Web site at www.mesirowfinancial.com.

Investment Strategies Division

Mesirow Financial Investment Strategies is a division of Mesirow Financial Investment Management, Inc., an SEC registered investment advisor. The group provides proprietary asset allocation research, sub-advisory services, fund selection, investment strategy and consulting capabilities for institutional investors such as insurance companies, mutual fund complexes, broker/dealers, and 401(k) plan sponsors. Our team has more than 85 years of combined industry experience and maintains a proven history of delivering cutting-edge quantitative analysis and portfolio modeling services to a breadth of clients.

For Further Information

about our capabilities,
please contact:

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Securities offered through Mesirow Financial, Inc. Member NYSE, SIPC
Insurance services offered through Mesirow Insurance Services, Inc.
* Interim Management services provided by Mesirow Financial Interim Management, LLC

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Mesirow Financial Investment Management, Inc
Advisory Services Agreement
-City of Manchester-

This Advisory Services Agreement ("**Agreement**"), which is made and entered into as of the date identified on Exhibit A ("**Effective Date**"), by and between Mesirow Financial Investment Management, Inc., an Illinois corporation ("**MFIM**"), and the Plan Sponsor identified on Exhibit A ("**Plan Sponsor**").

BACKGROUND

The Plan Sponsor is the named fiduciary (as defined in Section 402(a)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or, if the Plan is not subject to ERISA, as otherwise defined or designated under the terms of the Plan's governing documents) with respect to the employee benefit plan identified on Exhibit A ("**Plan**") with the fiduciary authority and responsibility under the Plan for selecting and monitoring the investment funds to be offered under the Plan to Plan participants and beneficiaries ("**Participants**"). By separate agreement ("**Service Agreement**"), the Plan Sponsor has engaged Hartford Life Insurance Company ("**Service Provider**") to provide recordkeeping and other administrative services with respect to the Plan.

The Plan Sponsor has determined that it is in the best interest of the Plan and its Participants to retain MFIM to provide advisory services to assist the Plan Sponsor in monitoring and/or selecting the investment options offered under the Plan. MFIM is willing to perform the advisory services provided under the terms of this Agreement.

Based on the foregoing, the Plan Sponsor and MFIM agree as follows:

SECTION 1. SERVICES PROVIDED BY MFIM

On the terms and conditions set forth in this Agreement, the Plan Sponsor hereby engages MFIM to assist the Plan Sponsor in the discharge of the Plan Sponsor's duties with respect to the monitoring and/or selection of investment options under the Plan by providing the services described in this Agreement (the "Services"). MFIM shall provide the Plan Sponsor with the following Services:

A. Investment Option Qualification

Pursuant to an agreement between the Service Provider and MFIM, MFIM will review the investment options currently offered by the Plan Sponsor as listed in Exhibit B and outline the options that meet MFIM's minimum investment criteria (the "Qualified Investment List"). Investment options currently offered by the Plan Sponsor that do not meet MFIM's minimum investment criteria are not included in the Qualified Investment List. The Plan Sponsor understands and acknowledges that; (i) the initial review of the

options offered in the plan is limited to the asset classes and investment options currently offered in the plan as supplied to MFIM by the Service Provider, and (ii) the choice of appropriate asset classes and investment options for the Plan and its Participants are determined by the Plan Sponsor. Any changes, additions or deletions, to the investment options offered by the Plan Sponsor may be considered for inclusion on the Qualified Investment List provided that they meet MFIM's minimum investment criteria and are agreed to in writing by the parties.

Investment Option Qualification Guidelines

The Plan Sponsor agrees that it will offer investment options from and maintain investment options in each of the five Core Asset Classes outlined in Exhibit B; if the Plan Sponsor fails to do so, then this Agreement will terminate immediately, notwithstanding any provision of this Agreement to the contrary. If the Plan Sponsor does not offer at least one investment option in each of the five Core Asset Classes in the current line up, recommendations for the missing asset class(es) will be made by Mesirow Financial from the investment options available to the Plan through the Service Provider's standard plan recordkeeping platform.

B. Investment Option Monitoring and Summaries

MFIM will review the performance of the investment funds on the Qualified Investment List on a quarterly basis. Following the end of each calendar quarter, MFIM shall provide the Service Provider for distribution to the Plan Sponsor its quarterly review. The quarterly review will contain MFIM's market commentary on the previous quarter and a review of the funds on the Qualified Investment List that are in the P.O.L.I.C.E. Report (**P**erformance, **O**rganization, **L**egal, **I**nvestment Policy, **C**onsistent Style, **E**xpense). The Service Provider has agreed to provide each MFIM quarterly review to the Plan Sponsor within 90 days after the end of the quarter.

C. Termination of Investment Options

If for any reason MFIM should find it necessary to suggest removing an investment option from the Qualified Investment List, MFIM will issue a written report outlining its reasons for suggested removal of the investment option and the actions being taken for replacement including reasons for selecting the replacement if a suitable replacement fund is available. MFIM shall provide such written report to the Service Provider to send to the Plan Sponsor. MFIM will continue to monitor any fund removed from the Qualified Investment List for a 90-day period following the removal of the fund; after that 90-day period, the Plan Sponsor agrees that MFIM will have no obligation to continue monitoring the removed fund. If the Plan Sponsor determines that it will remove an investment option from the Plan, or add an investment option to the Plan, the Plan Sponsor understands that it must provide written direction and instructions to the Service Provider to

implement such change in the Plan's investment options and for consideration for inclusion in the Qualified Investment List.

D. **Investment Policy Statement**
MFIM will provide Plan Sponsor with an investment policy statement ("Investment Policy Statement") for the Plan. Plan Sponsor will provide MFIM with the necessary information to complete the Investment Policy Statement.

MFIM's authority and responsibility with respect to the Plan are as follows:

E. **MFIM's Fiduciary Status.** In performing the Services, MFIM is acting as a fiduciary as defined in Section 3(21)(A)(ii) of ERISA or, if the Plan is not subject to Title I of ERISA, MFIM is acting as a fiduciary to the Plan according to the same standards as would be applicable if the Plan were subject to Title I of ERISA. MFIM shall discharge its duties and obligations hereunder in accordance with the standard of care applicable under ERISA regardless of whether the Plan is subject to Title I of ERISA. In addition, if the Plan is not subject to Title I of ERISA, the parties agree that, for all purposes under this Agreement, the applicable ERISA standard of care (including relevant governmental regulations and judicial precedent) shall be the sole governing standard of care applicable to MFIM and the Services regardless of any state law that may apply to the Plan or the Plan Sponsor. MFIM will assume only the specific and limited fiduciary responsibility and liability attendant to the Services as set forth in this Agreement and will not be considered a fiduciary of the Plan for any other purpose.

F. **Qualifying for the Qualified Investment List.** The Plan Sponsor understands and agrees that MFIM's responsibility and authority for the Qualified Investment List are limited to the asset classes and investment options available to the Plan through the Service Provider's standard plan recordkeeping platform, and MFIM is under no obligation, and has no authority under this Agreement or otherwise, to select other asset classes or investment options for inclusion in the Qualified Investment List. In determining qualification for inclusion in the Qualified Investment List, MFIM will not consider any investment in stock or other property of the Plan Sponsor or its affiliates, other individual securities, self-directed brokerage accounts or investments other than mutual funds or other collective fund vehicles offered through the Service Provider's standard plan recordkeeping platform.

G. **Scope of Authority.** MFIM has no authority or responsibility with respect to: (a) the selection, monitoring, retention, or termination of asset classes or investment options available through the Service Provider's plan administration platform; (b) the management (except for the Services),

administration, valuation, or custody of Plan assets; (c) the administration of the Plan and the trust funding such Plan; (d) any investment decision of any nature whatsoever of the Plan Sponsor, another investment manager, Participant or other person with respect to the Plan or any account there under; (e) the performance of any other investment manager; (f) the failure of any other investment manager or fund manager to adhere to any of its policies and procedures governing investments; (g) any change in value in any or all of the Plan's assets; (h) any suitability determination, except any such determination related to the qualification of investment options for inclusion in the Qualified Investment List; (i) any matters related to the fees charged to the Plan or the Participants for the use of the Qualified Investment List; and (j) except for the qualification of investment options for inclusion in the Qualified Investment List, the diversification of the Plan's assets. The foregoing matters are solely the responsibility of the Plan Sponsor or its agents (other than MFIM).

H. **Control of Qualified Investment List.** MFIM will retain exclusive control and discretion with regard to the development and maintenance of the Qualified Investment List. MFIM will retain sole control and discretion over the development of any investment methodologies needed to develop and maintain the Qualified Investment List. All decisions regarding the composition of the Qualified Investment List will be solely the responsibility of MFIM based on the investment funds available to the Client Plans through the Service Provider's recordkeeping system. MFIM will determine the Qualified Investment List through proprietary methodologies based on generally accepted investment principles. The investment methodologies used by MFIM in developing and maintaining the Qualified Investment List will be developed by MFIM independently and without regard to any potential benefit to the Service Provider, any other issuer of investment options available to the Plan or their affiliates. MFIM will update and maintain any systems within a reasonable timeframe to ensure that they continue to meet generally accepted investment principles. The Service Provider will assist in communications between MFIM and Plan Fiduciaries but will not in any way influence or otherwise be responsible for the development of the Qualified Investment List by MFIM and will not modify any advice or information provided by MFIM.

I. **Results Not Guaranteed.** MFIM and its affiliates do not and cannot warrant the results that may be attained from the use of the Qualified Investment List by the Plan Sponsor. Nothing in this Agreement will be construed as making MFIM an insurer or guarantor of any benefit or result, financial or otherwise, as a result of the provision of the Qualified Investment List.

SECTION 2. FEES AND PAYMENT OF FEES

Fees. The fees for the Services of MFIM under this Agreement are incorporated in the bundled fee payable to the Service Provider, and neither the Plan nor the Plan Sponsor will have any liability for additional fees payable to MFIM in respect of this Agreement.

In general, the fees payable to MFIM by the Service Provider or its affiliates are calculated as a basis point percentage of the Plan's asset value and may range from 0.5 basis points up to 2.50 basis points depending on the total assets from plans executing a contract for the MFIM Plan Fiduciary Service. The Plan Sponsor may request additional information about the fees paid to MFIM by the Service Provider or its affiliates relating to the Plan in writing or by use of the Service Provider's toll-free number.

SECTION 3. TERM AND TERMINATION

Term. Unless otherwise terminated as described in this Section 3, this Agreement shall be for a term of one (1) year (the "Initial Term"), effective as of the first date assets are invested in funds offered by the Service Provider following the date set forth on the signature page of the Agreement, and shall be automatically renewed for additional one (1) year periods, unless either party shall deliver to the other party a written notice of non-renewal at least thirty (30) business days prior to the date such renewal would take effect.

Termination. Upon completion of the initial term, either party may terminate this Agreement, without reason, by providing the other party with thirty (30) business days' prior written notice.

The termination of this Agreement shall have no effect on any Service Agreement between the Plan Sponsor and the Service Provider. However, if such Service Agreement between the Plan Sponsor and the Service Provider terminates, then this Agreement shall also terminate.

SECTION 4. LIMITATION OF LIABILITY AND INDEMNIFICATION

Limitation of Liability. MFIM MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL MFIM HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, MFIM'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO TWO (2) TIMES THE TOTAL ANNUAL FEE PAID TO MFIM PURSUANT TO THIS AGREEMENT FOR THE CALENDAR YEAR IMMEDIATELY PRECEDING THE RELEVANT CLAIM (OR, IF THE RELEVANT CLAIM ARISES IN THE FIRST YEAR OF THE AGREEMENT, FOR THE FIRST YEAR). THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Acts of Others. Except as provided by ERISA and this Agreement, MFIM will not be liable for the acts or omissions of any other person in respect of the Plan and its Participants, including, but not limited to, any acts or omissions of the Plan Sponsor or the Service Provider.

Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

Indemnity by the Plan Sponsor. The Plan Sponsor will indemnify, defend and hold MFIM and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (collectively, the "**Mesirow Indemnified Parties**") harmless from and against any and all claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) arising from, out of or related to the Services or the Mesirow Indemnified Parties' performance hereunder; provided, however, that the Plan Sponsor will not be liable to indemnify, defend and hold any Mesirow Indemnified Party harmless to the extent such liabilities, obligations, judgments, causes of action, costs and expenses were caused by a material breach of such Mesirow Indemnified Parties' duties hereunder or the willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of such Mesirow Indemnified Parties.

Indemnity by MFIM. MFIM will indemnify, defend and hold the Plan Sponsor and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (collectively, the "**Plan Sponsor Indemnified Parties**") harmless from and against any and all claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) arising from, out of or related to a breach by MFIM of its duties in connection with the performance of Services hereunder; provided, however, that MFIM will not be liable to indemnify, defend and hold any Plan Sponsor Indemnified Party harmless to the extent such liabilities, obligations, judgments, causes of action, costs and expenses were caused by a material breach of such Plan Sponsor Indemnified Parties' duties or the willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of such Plan Sponsor Indemnified Parties.

SECTION 5. GENERAL PROVISIONS

A. **Form ADV**. MFIM is registered as an investment adviser under applicable federal law. Part II of MFIM's Form ADV contains additional information regarding MFIM and its services. A copy of MFIM's Form ADV Part II has been distributed to the Service Provider and the Service Provider has agreed to deliver this document to the Plan Sponsor prior to signature of this Agreement. The Plan Sponsor's signature hereunder acknowledges receipt of MFIM's Form ADV Part II.

B. **Dispute Resolution**. Except in the event that injunctive relief is being sought, any dispute arising out of or related to the Agreement that is not settled promptly in the ordinary course of business or through senior management

negotiations, shall be resolved through mandatory binding arbitration consistent with the terms of Paragraph C in this Section 5.

C. **Binding Arbitration**. Except in the event that injunctive relief is being sought, any controversy or claim arising out of or relating to the Agreement for the breach hereof which cannot be settled by the parties pursuant to Paragraph B in this Section 5, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") as set forth herein. The parties shall endeavor to appoint a single arbitrator, and failing that, each party may select on arbitrator with knowledge of the types of Services provided for under this Agreement. Selection shall be completed within twenty (20) days of the receipt of a demand for arbitration. If either party fails to select an arbitrator within such twenty (20) day period, the one selected shall act as sole arbitrator. If two arbitrators have been selected, the two arbitrators selected shall select a third within fifteen (15) days after their selection. If they fail to do so, the third arbitrator shall be selected by the AAA. The arbitrators shall set a date of hearing no later than sixty (60) days from the date all arbitrators have been selected and shall enter a decision within thirty (30) day of the end of the proceeding. The arbitration proceeding shall take place in Chicago, Illinois. The award of any arbitration shall be final, conclusive, and binding on the parties hereto. The arbitrators may award any legal or equitable remedy. The arbitration award shall include an award of reasonable attorneys' fees to the prevailing party. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

D. **Captions Not Determinative**. Titles and section headings herein are for convenient reference only and are not part of this Agreement.

E. **Independent Contractors.** MFIM and the Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between both parties.

F. **Notice.** All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to the appropriate address below:

With respect to any service or process or legal notice:

Mesirow Financial Investment Management, Inc.
350 N. Clark Street
Chicago, IL 60610
Attn: Investment Strategies Group

Including a copy to MFIM General Counsel at:

Mesirow Financial
321 N. Clark Street

Chicago, IL 60610
ATTN: General Counsel

With respect to address changes, customer service, and notice of termination:

Regular Mail

Hartford Life
Retirement Plans Group
P.O. Box 1583
Hartford, CT 06101-8913

With respect to notice to the Plan Sponsor:

The address and individual identified in the Exhibit A.

G. **Severability.** In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the intent, and economic effect of the invalid provision in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

H. **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

I. **Modification.** No representation or promise hereafter made, nor any modification or amendment of this Agreement shall be binding unless in writing and executed by duly authorized agents of both parties.

J. **Counterparts.** This Agreement must be executed with the signature of the Plan Sponsor and MFIM and shall be deemed binding for all purposes hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all counterparts, together, constitute only one Agreement.

K. **Assignment.** Neither party may assign this Agreement nor any of the rights or obligations granted hereunder without the other party's prior written consent.

L. **Governing Law.** This Agreement shall be governed by and construed in accordance with ERISA and to the extent not preempted by ERISA, in accordance with the laws of the State of Illinois, without reference to its conflicts of law principles. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ARBITRATION PROCEEDINGS, SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN COOK COUNTY, ILLINOIS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN COOK COUNTY, ILLINOIS FOR ANY ACTION OR PROCEEDING.

M. **Survival.** The terms of Section 2, Fees and Payment of Fees; Section 3, Term and Termination; Section 4, Limitation of Liability and Indemnification; and Section 5, General Provisions shall survive the expiration or termination of this Agreement.

N. **Authority.** The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

O. **Entire Agreement.** Any Exhibit to this Agreement is hereby incorporated into and forms a part of this Agreement. This Agreement, and any Exhibit hereto, constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, marketing materials, understandings, and representations, written or oral, with respect to the subject matter addressed herein. The "Background" included at the beginning of this Agreement are hereby incorporated into this Agreement by this reference thereto.

P. **Limitation.** Nothing in this Agreement shall limit any rights the Plan Sponsor may have under applicable securities laws.

SECTION 6. ACKNOWLEDGEMENT, ACCEPTANCE AND AGREEMENTS

Notwithstanding the Services provided under this Agreement, the Plan Sponsor acknowledges, understands, and agrees that:

A. MFIM has not provided assistance or exercised any discretion or authority, and will not provide assistance or exercise any discretion or authority, with respect to the Plan Sponsor's selection of Hartford Life Insurance Company as the Service Provider or the investment options made available by the Service Provider.

B. MFIM is responsible only for providing the Plan Sponsor with the Services specifically set forth in this Agreement and not any other services.

C. MFIM has no authority or responsibility with respect to: (i) the implementation of the Qualified Investment List by the Plan Sponsor; (ii) the Service Provider's selection, monitoring, retention, or termination of asset classes or investment options available through the Service Provider's plan recordkeeping system; (iii) the management, administration, valuation, monitoring (except for MFIM's monitoring of investment options offered by the Service Provider on its plan recordkeeping service for purposes of determining the funds on the Qualified Investment List), or custody of assets of the Plan; (iv) the execution of any transactions involving Plan assets; (v) the allocation of Plan assets among investment options; (vi) any investment decision of any nature whatsoever of the Plan Sponsor, investment manager, or other person with respect to the Plan; (vii) the performance of any investment manager; (viii) the failure of any investment manager to adhere to any of its policies and procedures governing investments; (ix) any change in value in any or all of the Plan's assets; or (x) any suitability determinations.

D. Neither MFIM nor the Service Provider shall have any discretionary authority for the selection of the funds offered under the Plan, and the Plan Sponsor shall retain all discretionary authority for determining the Plan's investment options.

E. The Plan Sponsor shall maintain, at a minimum, an investment option from and in each of the five Core Asset Classes outlined in Exhibit B or this Agreement shall terminate immediately in accordance with Section 1.

F. It is solely the responsibility of the Plan Sponsor to select and retain the Service Provider and to determine the appropriate mix and number of asset classes and investment funds to be made available under the Plan.

G. MFIM is not a corporate affiliate of the Service Provider. MFIM provides consulting and other services to the Service Provider, for delivery to the Plan Sponsor, with respect to various matters, including the qualification of investment options for inclusion in the Qualified Investment List and certain other services provided by the Service Provider. MFIM receives compensation from the Service Provider for such services, in addition to any compensation that may be paid under this Agreement and similar agreements with other plans. MFIM or its affiliates also place property or casualty insurance, annuities or life insurance issued by the Service Provider or its affiliates. In some cases MFIM or its affiliate may be compensated for such placement by the Service Provider or its affiliates; in other cases, MFIM or its affiliates may be compensated by the purchaser. If during the term of this Agreement, the aggregate gross annual income of MFIM and its affiliates derived under its consulting or other agreements with or insurance placement fees paid by the Service Provider or its affiliates (together with any other income derived by MFIM and its affiliates from or in respect of any other business relationship with the Service Provider) will not exceed five percent (5%) of the aggregate gross annual income of MFIM and its affiliates, this Agreement will terminate. Neither MFIM, nor an affiliate of MFIM, shall manage any assets of a Service Provider mutual fund, collective trust fund, or other pooled investment vehicle if such management would cause the Services, the Qualified Investment List or such management to result in, or give rise to, a nonexempt prohibited transaction under Section 406 of ERISA as mutually and reasonably determined by MFIM and the Service Provider.

H. The Service Provider is not responsible for the performance of the Services by MFIM under this Agreement and is not acting as an investment adviser to the Plan or the Plan Sponsor in respect of the Services. The Service Provider has agreed to provide certain administrative and other services to facilitate the Services provided by MFIM hereunder and has no authority, responsibility or discretion with respect to the determination of the investment options under the Plan. The Service Provider is not authorized to provide any investment advice to a Plan Sponsor in connection with the Qualified Investment List or in any manner amend, alter, modify or supplement the Services provided by MFIM hereunder. MFIM's performance under this Agreement is conditioned upon its receipt of those services by the Service Provider. Except for the

administrative and other services which the Service Provider provides in order to facilitate MFIM's Services under this Agreement, the rights, duties and responsibilities of the Service Provider are determined solely under the Service Agreement.

I. In performing the Services, MFIM is not required to take into account, and will not have taken into account, any company stock fund, self-directed brokerage option, or any other investment options outside of the standard investment options offered by the Service Provider through its recordkeeping system. MFIM will not have any responsibility with respect to such company stock, self-directed brokerage option, or other non-standard investment options, and all decisions or actions with regard to such options shall be the sole responsibility of the Plan Sponsor.

J. Services provided under this Agreement do not guarantee investment results which are better than those which could be obtained without the Services and do not otherwise guarantee future results.

K. Services performed hereunder by MFIM will be based upon the information provided to MFIM by the Service Provider and the Plan Sponsor, including, but not limited to, financial and other information relating to the investment options available under the Plan, and any Service Provider-imposed ratio requirements for any particular type of investment options to be included under the Plan.

L. The Plan Sponsor agrees to review, at least annually, the demographic of the Plan or other information necessary to determine the appropriateness of the Qualified Investment List chosen and make changes as necessary.

M. For purposes of this Agreement, the Service Provider may (but is not required to) give the same effect to a telephonic instruction, voice recording, or any instruction received through electronic commerce from the Plan Sponsor as it gives to a written instruction, and the Service Provider's action in doing so shall be protected to the same extent as if such telephonic or electronic instruction were, in fact, a written instruction. Any instruction, notice, document, instrument or communication of any kind may be proved by original copy or reproduced copy thereof including, without limitation, a photocopy, a facsimile transmission, an electronic image or any other electronic reproduction, recorded tape, or other means acceptable to the Service Provider, as the case may be. If the Service Provider receives instructions or other information that are, in its opinion, incomplete or not clear, the Service Provider may request instructions or other information from the Plan Sponsor. Pending receipt of any such instructions or other information, the Service Provider shall not be liable to anyone for any loss resulting from any delay, action or inaction on its part.

N. The Plan Sponsor consents to the Service Provider's electronic delivery of the reports listed in Section 1.C. (MFIM's market commentary on the previous quarter and a review of the funds on the Qualified Investment List which is in the P.O.L.I.C.E. Report (**P**erformance, **O**rganization, **L**egal, **I**nvestment

Policy, Consistent Style, Expense)) by means of a PDF file made available on the Internet not later than sixty (60) days after the end of each calendar quarter. The quarterly reports will be posted on the Plan Sponsor's Internet access to the Service Provider's recordkeeping system. The Plan Sponsor agrees to review these reports on a quarterly basis in order to determine the continued appropriateness of the Plan's investments.

O. This Agreement may be retained, to the extent permitted by applicable law, in such form or forms as the Service Provider may elect including, without limitation, electronically, without the necessity of retaining an original or written copy. This Agreement and its signatures may be proved by original copy or reproduced copy, including, without limitation, a photocopy, a facsimile transmission, an electronic image or any other electronic reproduction.

Mesirow Financial Investment Management, Inc. Agreement

EXHIBIT A

Effective Date: _____

Plan Sponsor: _____

Plan: _____

The Plan Sponsor acknowledges having received, reviewed and selected the Plan's investments from the [investment option selection menu or investment selection grid].

IN WITNESS WHEREOF, the parties have entered into this Agreement, and will be legally bound by it, as of the Effective Date; provided, however, that this Agreement shall not become so binding on MFIM unless and until a copy hereof executed by the Plan Sponsor is submitted to MFIM.

Plan Sponsor Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Mesirow Financial Investment Management, Inc.

By: _____

Name: Michael Annin

Title: Managing Director

Date: _____

9-16

Mesirow Financial Investment Management, Inc. Agreement

EXHIBIT B

Core Asset Classes: Large Cap Equity, Small Cap Equity, International Equity, Fixed Income, and Cash Equivalents

Investment Options Currently Offered By The Plan Sponsor

Fund Name	Asset Class
AC Balanced	Moderate Allocation
Ac Inc and Growth	Large Value
AC Strategic alloc: cons	Conservative Allocation
AC Strategic alloc: mod	Moderate Allocation
AC Value	Large Value
AIM Financial	Financial
AIM Leisure	Miscellaneous Sector
AIM Real Estate	Real Estate
Aim Small cap Growth	Small Growth
Aim Technology	Technology
Alliance Bernstein Int'l Value	Foreign Large Value
American Cent. Ultra	Large Growth
American Century Eq Inc	Large Value
American Century Intl Growth	Foreign Large Growth
American Century Small Cap	Small Value
American Century Stat Alloc	Large Blend
Artisan Mid Cap	Mid-Cap Growth
Baron Small Cap	Small Growth
Calvert Social	Large Growth
Calvert Social Balanced	Moderate Allocation
Davis NY Venture	Large Blend
Dreyfus Intermediate Term Inc	Intermediate-Term Bond
Dreyfus Third Cent	Large Growth
DWS Growth and Inc	Large Blend
FA Balanced	Moderate Allocation
FA Growth & Inc	Large Blend
FA Growth Opp	Large Growth
Franklin Small-Mid	Mid-Cap Growth
Harford Index	Large Blend
Hartford Advisers	Moderate Allocation
Hartford Cap APP	Large Blend
Hartford Div & Growth	Large Value
Hartford Global Eq	World Stock
Hartford Global Health	Health
Hartford Int'l Growth	Foreign Large Growth
Hartford Int'l Opps	Foreign Large Blend
Hartford Largecap growth	Large Growth
Hartford Midcap	Mid-Cap Growth
Hartford MM	Money Market
Hartford Small Company	Small Growth
Hartford Stock	Large Blend
Hartford Total Return	Intermediate-Term Bond
Hartford US Gov't sec	Intermediate Government
Hotchkis and Wiley Mid Value	Mid-Cap Value
Janus Adviser Int'l Growth	Foreign Large Growth

Janus Balanced	Moderate Allocation
Janus Enterprise	Mid-Cap Growth
Janus Twenty	Large Growth
Janus Worldwide	World Stock
Loomis Sayles Bond	Multisector Bond
Managers AMG Skyline	Small Value
MFS Core EQ	Large Blend
MFS High Income	High Yield Bond
MFS Int'l New Discovery	Foreign Small/Mid Growth
MFS Mass Investors	Large Growth
MFS Utilities	Utilities
Oakmark Eq & Inc	Moderate Allocation
Oppenheimer Cap App	Large Growth
Oppenheimer Global	World Stock
Putnam Global Equity	World Stock
Putnam High Yield	High Yield Bond
Putnam Int'l new Opp	Foreign Large Growth
Putnam Vista	Mid-Cap Growth
T. Rowe Price Growth	Large Growth
Van Kampen Comstock	Large Value
Western Asset Core Bond	Intermediate-Term Bond
General Account	Stable Value
SSgA Russell 2000	Small Blend
SSgA Midcap Index	Mid-Cap Blend
SSgA S&P 500	Large Blend
SSgA Target date series	Target Maturity

*Alternative investment options available on the Service Provider platform will also be considered as alternatives to those funds currently offered by the Plan Sponsor.

09-30-2009

To: Committee on Human Resources
From: Manchester Police Patrolman's Association
Manchester Association of Police Supervisors

We submit this request due to the recent legislative changes that took effect July 1, 2009. The legislature passed a bill that ceased the states 35% contribution towards retirement regarding extra detail compensation. Prior to this legislation, 65% of the 19.51% retirement contribution cost was billed to the vendor and the state paid the other 35% of the 19.51%. This request only asks that the officer maintains the same hourly rate, which would require the vendors to be billed an additional $2.00 an hour. We are not requesting any additional pay, just to maintain what we already had. There is no additional cost to the City of Manchester.

See attached rate sheet which breaks down the officers extra detail rate hourly pay. Please call Officer David Connare at 540-0265 if you have any further questions. Thank you for your time and consideration on this matter.

Respectfully,

Officer David Connare
President MPPA

Lt. Peter Bartlett
President MAPS

	OPTION #1	OPTION #2	OPTION #3
	leave rates same	leave bill rate same, reduce Officer Pay	Increase the Detail Rate fby $2.00 per hour
Billed Amount/Hour	46.97	46.97	48.97
Admin Fee	1.70	1.70	1.70
Police Retirement	5.74	7.41	7.74
Officer Pay/Hour	39.53	37.86	39.53
	46.97	46.97	48.97
Who makes up additional Police Retirement costs	**CITY**	**OFFICER**	**COMPANY**
Amount/Hour	$1.97	$1.67	$2.00
Officer Pay/Hour	39.53	37.86	39.53
Retirement Rate	x 19.51%	x 19.51%	x 19.51%
Amount to NHRS	7.71	7.39	7.71

13.66 - City
5.85 State
19.51%

tabled 7/7/09

Jane Gile
Human Resources Director

CITY OF MANCHESTER
Human Resources Department

RECEIVED
MAR 25 2009
CITY CLERK'S OFFICE

March 25, 2009

In board of Mayor and Aldermen
Date: 4|7|09 On Motion of Ald. Garrity
Second by Ald. J. Roy
Voted to refer to the Committee on Human Resources
City Clerk

Board of Mayor and Aldermen
C/O Mr. Matthew Normand, Acting City Clerk
One City Hall Plaza
Manchester NH 03101

Dear Honorable Board of Mayor and Aldermen,

Effective May 1, 2009, the City of Manchester will be required to comply with Red Flag Rules (Identity Theft Prevention) recently adopted by the Federal Trade Commission. As part of this compliance the City must train its employees to take basic steps to maintain the security, confidentiality, and integrity of customer information.

Recently I was contacted by Pre-Paid Legal Services, Inc. about their free Identity Theft Awareness Training Program. Frank Mulcahy, a Certified Identity Theft Risk Management Specialist from Pre-Paid Legal Services is here tonight to request approval from the Board of Mayor and Alderman to provide this training service to City of Manchester employees along with information on other benefits their company offers.

Respectfully submitted,

Ronald L Robidas

Ronald Robidas, CPP
Security Manager

cc: Jane Gile, Human Resources Director

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6460 • FAX: (603) 624-6549
E-mail: Finance@ManchesterNH.gov • Website: www.manchesternh.gov

tabled 11/12/02

Bright Ideas! Program Policy
Employee Suggestion and Recognition

PURPOSE:

The purpose of this program is to reduce the cost of city government, reward active employees who assist in this reduction, and to recognize active employees for extraordinary services or performance in the interest of the city.

A formal evaluation process shall be established, with an evaluation committee to conduct and oversee the process and to make appropriate awards in recognition of outstanding contributions to city government. The program shall recognize suggestions that enhance the economy, efficiency or safety of city operations, or the performance of extraordinary services to the city.

EVALUATION COMMITTEE:

The Evaluation Committee shall consist of five members:

- The Human Resources Director;
- One non-affiliated employee appointed by the Mayor
- One affiliated employee appointed by the Mayor
- The Chairperson of the Quality Council or his/her designee
- One person who is not an employee or an elected official who shall be chosen by the other members of the Evaluation Committee

SUGGESTION AWARD:

A suggestion award may be granted when one or more employees submit in writing a proposal that directly contributes to improved economy, efficiency, effectiveness or safety of city operations. Suggestions that are under investigation by management or those previously suggested shall also not be eligible. If one or more suggestions for the same or similar proposal are submitted on the same day, the suggestions shall be combined and if accepted, the award shall be shared equally.

EXTRAORDINARY SERVICE AWARD:

An extraordinary service award may be granted to an employee for a onetime special act or when his or her work performance far exceeds the normal expectations of the position. Any proposals regarding a onetime special act shall be submitted to the evaluation committee for consideration of an award.

City of Manchester
Quality Council
Human Resources Department
One City Hall Plaza
Manchester, NH 03101

PERFORMANCE BONUS

An employee may be given a performance bonus or a certificate of extraordinary performance. A performance bonus may be used to reward an employee's special efforts and high performance on projects or special assignments. A Department Head may recommend a cash bonus or certificate to recognize high performance which results in significant and documented cost reductions, savings or income to the City. It may be used to recognize unexpected, self-starting, extraordinary individual accomplishments in support of organizational performance effectiveness occurring out the boundaries of the expected performance of the employee's normal duties. The Department Head shall follow the same procedures that are outlined for granting all other awards by submitting his/her recommendation in writing to the Evaluation Committee.

DEPARTMENT REVIEW PANEL

To facilitate the conduct of the program, and to provide for the most knowledgeable consideration and review process, each department head may establish a Department Review Panel, consisting of not less than three (3) employees of the department. Such panels shall consist of at least one non-management employee. Department heads shall establish term limits and appointment and replacement procedures. The function of the panel shall be to assist the department head in the review of employee suggestions, when they are forwarded with the supervisor's recommendation.

In the absence of such a committee, it shall be the responsibility of the department head to review the suggestion and forward his or her recommendation to the Evaluation Committee. In either case, the department head shall forward his or her recommendation to the Evaluation Committee within 30 days of receipt of the suggestion. If more time is needed to review the suggestion, the department head shall provide written notice to the employee, with a copy to Human Resources and the Mayor. Included in the letter shall be a date that the Department Head intends to submit his/her letter.

City of Manchester
Quality Council
Human Resources Department
One City Hall Plaza
Manchester, NH 03101

AWARD CRITERIA

The nature of the award shall be dependent upon the potential value of the suggestion to the city; the nature of the condition or problem which the suggestion purports to relieve or correct; and the originality and innovation demonstrated by the author of the suggestion.

Suggestions shall be evaluated under the following criteria. The amount of the award shall increase according to the number of categories the suggestion affects:

1. improved economy;
2. improved efficiency;
3. improved effectiveness and productivity; or
4. improved safety of operations.

In addition to the above, the evaluation committee shall consider the magnitude of the suggestion and shall determine the amount of the award according to whether the suggestion has a minimal, moderate or wide effect. A suggestion shall be considered minimal if it only affects a work unit within the department. A suggestion shall be considered moderate if it affects one or more departments. A suggestion shall be considered wide if it has a citywide effect on all departments. The scale of awards shall be according to the following chart, in which the maximum cumulative award shall be $6,000:

	SCOPE OF SUGGESTION	MAGNITUDE OF SUGGESTION	SCALE	OF	AWARDS	AWARD AMOUNT
1.	Improved Economy					
		Minimal	$500			$500
		Moderate	$500	$500		$1,000
		Wide	$500	$500	$500	$1,500
2.	Improved Efficiency					
		Minimal	$500			$500
		Moderate	$500	$500		$1,000
		Wide	$500	$500	$500	$1,500
3.	Improved Effectiveness					
	& Productivity					
		Minimal	$500			$500
		Moderate	$500	$500		$1,000
		Wide	$500	$500	$500	$1,500
4.	Improved Safety					
	of Operations					
		Minimal	$500			$500
		Moderate	$500	$500		$1,000
		Wide	$500	$500	$500	$1,500

City of Manchester
Quality Council
Human Resources Department
One City Hall Plaza
Manchester, NH 03101

EXTRAORDINARY SERVICE

Criteria for awards of extraordinary services in the interest of the City shall be limited to those actions clearly beyond the normal duties and responsibilities of the City employee. Extraordinary service may be related to the employee's primary duties, but the service shall far exceed that which could be expected of the employee involving (1) a sense of prevailing urgency or emergency, (2) personal risk to the employee's own safety and health, and (3) extraordinary competence or proficiency involving abilities demonstrated above and beyond those normally expected. The scale of awards for extraordinary service shall be according to the following chart in which the maximum cumulative award shall be $1,000.

	EXTRAORIDNARY SERVICE FACTORS	SCALE	OF 67%	AWARD 100%	AMOUNT OF AWARD
1.	SENSE OF URGENCY OR EMERGENCY PREVAILING	$500			$500
2.	PERSONAL RISKS INVOLVED	$500	$500		$1,000
3.	ABILITIES DEMONSTRATED ABOVE AND BEYOND THOSE NORMALLY EXPECTED	$500	$500	$500	$1,500

FUNDING FOR AWARDS

When the Evaluation Committee determines that an award is warranted, the Committee shall forward their recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen shall vote to either approve the award or deny the award. Upon approval of the Board, the employee shall receive his/her award at a regularly scheduled meeting of the Board of Mayor and Aldermen. Funding for all awards shall be taken from contingency funds unless the employee(s) making the suggestion or receiving the award works for a department that is funded by Enterprise Funds. In that instance, the award shall be paid by the applicable Enterprise Funded department.

City of Manchester
Quality Council
Human Resources Department
One City Hall Plaza
Manchester, NH 03101

BRIGHT IDEAS PROGRAM

PROCEDURES, TERMS AND CONDITIONS

Purpose:

The purpose of this program is to reduce the cost of city government, reward employees who assist in this reduction and to recognize employees for extraordinary services in the interest of the city.

Instructions:

1. Please type or print legibly the following information:

   a. The way it is now: Identify and explain the present method, process and/or condition.
   b. I (we) suggest that: Describe your idea for improvement and how it could be implemented. Attach additional information, sketches, charts or pictures to help explain and support your idea.
   c. Advantages/benefits: Describe how your idea will save money or improve the quality of city services.

2. A. If your suggestion relates to your department:

      (1) Submit your form and back-up information to your Department Head.
      (2) Your Department Head will sign that he/she received your proposal and he/she will give you back three signed copies.
      (3) Keep one copy, send one to Human Resources and one to the Mayor.

   B. If your suggestion is for another department:

      (1) Submit your form and back-up information directly to that Department Head.
      (2) The Department Head will sign that he/she has received your proposal and he/she will give you back three copies.
      (3) Keep one copy, send one to Human Resources and one to the Mayor.

3. Department Head Review:

   A. The Department Head will review your suggestion and determine whether or not your idea is an original suggestion, not something that the department has

already been working on or had plans to work on, whether or not it is possible to implement and validate the proposal within thirty (30) days.

B. If the Department Head needs more time, he/she shall notify you, Human Resources Director and the Mayor. He/she will tell you when he/she will have his/her evaluation completed.
C. If you have concerns about the length of time it is taking or how your proposal is being handled, please contact the Human Resources Director at 624-6543.

Evaluation Procedure:

A. The Evaluation Committee shall review all suggestions.
B. If the Department Head adopts your suggestion, the Evaluation Committee shall evaluate your suggestions impact to determine if you are eligible for an award. The Evaluation Committee is solely responsible for determining the value of any award.
C. If the Department Head does not adopt your suggestion, the Evaluation Committee shall review that decision. If the Evaluation Committee disagrees with the Department Head, your suggestion will be returned to that Department Head with recommendations to implement.
D. The Evaluation Committee shall notify the employee in writing of it's decision with copies to the Human Resource Director and the Mayor.

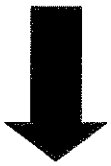
Protection of Suggestions:

A. Suggestions that are evaluated and not adopted are protected against identical submissions for a period of one year following the date of receipt of the suggestion by the Human Resources Director.
B. At the conclusion of one year, the suggestion is no longer eligible for award consideration.
C. You may resubmit your suggestion if you still feel it has value after the one year period if you believe it should be re-evaluated for implementation.

Note: When submitted to the City of Manchester, suggestions become the property of the City. Use by the City shall not form a basis for a claim against the City.

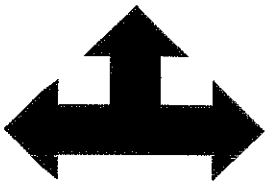
Bright Ideas! Program

1. Employee submits Form to Department Head



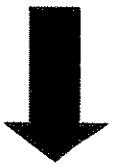
If suggestion is for another dept. employee submits directly to that dept: gets signed copies from dept staff

2. Department Head signs and makes 3 copies:

Human Resources/Mayor  **Employee**

Within Ten (10) Days

3. Department head reviews and forwards his/her recommendation to Evaluation Committee

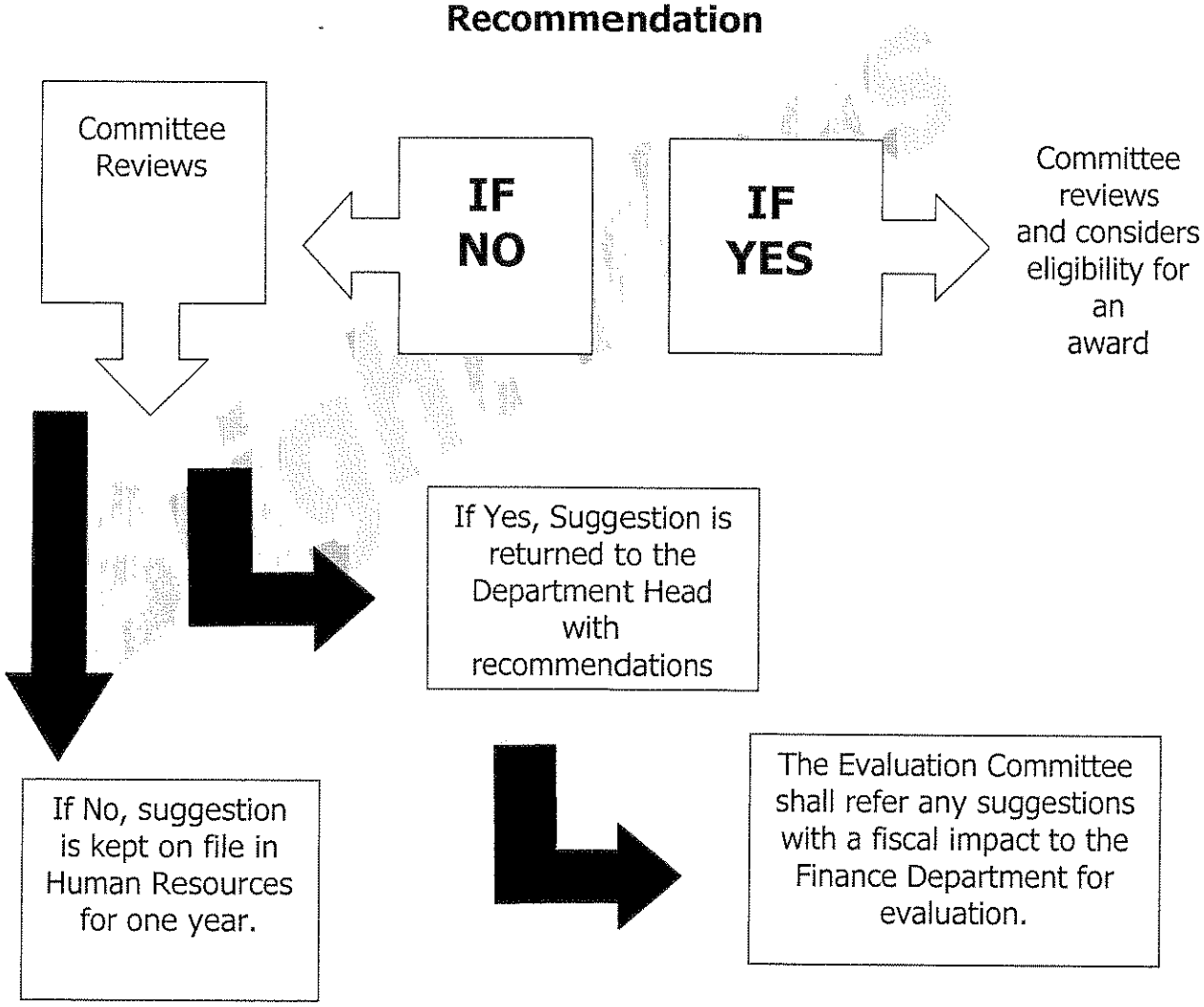


Within Thirty (30) Days

Bright Ideas! Program

page 2

4. Evaluation Committee reviews Department Head Recommendation



5. Evaluation Committee notifies employee in writing of final recommendation.

Freeman,Heather

From: Gile,Jane
Sent: Thursday, February 26, 2009 12:20 PM
To: Freeman,Heather
Cc: Mackie, Gene
Subject: RE: Committee on Human Resources/Insurance

By way of this email, I am contacting Gene Mackie, Chair of the Quality Council and a member of the Bright Ideas Committee. The Bright Ideas Committee, through the Quality Council, is still in the process of review. A few changes have already been made and approved by the HR committee. Process and procedure still are in the evaluative stage.

Gene – do you agree that the guidelines still require more time to develop? Perhaps we can set a target date for completion.

Jane

From: Freeman,Heather
Sent: Thursday, February 26, 2009 11:52 AM
To: Gile,Jane
Subject: Committee on Human Resources/Insurance

Jane,

Discussion relative to the guidelines for the Bright Ideas Evaluation Committee awards is on the table in the Committee on Human Resources/Insurance. The Committee has requested members of the Quality Council to appear before the Committee. Have you contacted the members or do you have contact information so that we may invite them? The next meeting, as you may know, is scheduled for Tuesday, March 3, 2009 at 4:00 PM.

Heather Freeman
Administrative Assistant III
Office of the City Clerk
T: (603) 624-6455 F: (603) 624 6481

12-10

Jane Gile
Human Resources Director

RECEIVED
APR 24 2009
CITY CLERK'S OFFICE

CITY OF MANCHESTER
Human Resources Department

April 23, 2009

Alderman Ted Gatsas, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: Bright Ideas Program

Dear Alderman Gatsas:

As requested, the Quality Council has reviewed the Bright Ideas! Program of the City of Manchester and submits the attached revisions.

The Quality Council has successfully streamlined the Bright Ideas! Program by focusing exclusively on employee suggestions that improve the quality of city services. The financial awards associated with the program have been amended to better reflect program goals.

The program previously served also as a recognition and reward program for either extraordinary service (one time special act) or for high performance in the workplace (cash bonus). These categories have been eliminated from the Bright Ideas Program as incongruent with its purpose. A separate city-wide recognition program will be developed later by the Quality Council to acknowledge outstanding employee performance/achievement.

Attached are the following revised documents:

Bright Ideas! Program Policy
Bright Ideas! Procedures, Terms and Conditions
Bright Ideas! Application
Bright Ideas! Flow Chart

Representatives from the Quality Council are available to answer any questions.

Respectfully submitted,

Jane E. Gile, SPHR
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 • FAX: (603) 628-6065
E-mail: HumanResources@ManchesterNH.gov • Website: www.manchesternh.gov

12-11

Bright Ideas! Program Policy
Employee Suggestion and Recognition

PURPOSE:

The purpose of this program is to improve the quality of city services by recognizing active employees who propose suggestions that directly improve the efficiency and effectiveness of city operations and/or propose suggestions that significantly reduce safety risks in the workplace.

An award may be granted when one or more employees submit(s) in writing a proposal that directly contributes to improved economy, efficiency, effectiveness or safety of city operations. Suggestions that have been considered by management, or are under investigation by management, or those previously submitted to the Bright Ideas Program may not be eligible. If multiple suggestions for the same or similar proposal are submitted on the same day, the suggestions shall be combined and if accepted, the award shall be shared equally. Conversely, if two or more employees collectively submit a suggestion, the award is shared equally among the submitters. All monetary awards will be paid to the employee(s) through the City's payroll system.

EVALUATION COMMITTEE:

The evaluation committee reviews and evaluates Bright Ideas suggestions, oversees the program and makes recommendations for awards to the Board of Mayor and Aldermen.

The Evaluation Committee shall consist of five members:

- The Human Resources Director;
- One non-affiliated employee appointed by the Mayor
- One affiliated employee appointed by the Mayor
- The Chairperson of the Quality Council or his/her designee
- One person who is not an employee, former employee or an elected official who shall be chosen by the other members of the Evaluation Committee

AWARD CRITERIA

The nature of the award shall be dependent upon the potential value of the suggestion to the city; the nature of the condition or problem which the suggestion purports to relieve or correct; and the originality and innovation demonstrated by the author of the suggestion.

Suggestions shall be evaluated under the following criteria. The amount of the award shall increase according to the number of categories the suggestion affects:

1. Improved efficiency and effectiveness;
2. Improved safety of operations.

In addition to the above, the evaluation committee shall consider the magnitude of the suggestion and shall determine the amount of the award according to whether the suggestion has impact on a division/work unit, 1 or more city departments, or impacts all city departments. A suggestion shall be considered minimal if it only affects a division/work unit within a department. A suggestion shall be considered moderate if it affects 1 or more departments. A suggestion shall be considered wide if it has a citywide effect on all departments. The scale of awards shall be according to the following chart, in which the maximum cumulative award shall be $3,000 (before taxes):

	SCOPE OF SUGGESTION	MAGNITUDE OF SUGGESTION	AWARD AMOUNT
1.	**Improved Efficiency and Effectiveness**		
	Division/Work unit	Minimal	$500
	1 or more departments	Moderate	$1,000
	City-wide	Wide	$1,500
2.	**Improved Safety**		
	of Operations		
	Division/Work unit	Minimal	$500
	1 or more departments	Moderate	$1,000
	City-wide	Wide	$1,500

FUNDING FOR AWARDS

When the Evaluation Committee determines that an award is warranted, the Committee shall forward its recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen shall vote to either approve the award or deny the award. Upon approval of the Board, the employee shall receive his/her award at a regularly scheduled meeting of the Board of Mayor and Aldermen. Funding for all awards shall be taken from contingency funds unless the employee(s) making the suggestion or receiving the award works for a department that is funded by Enterprise Funds. In that instance, the award shall be paid by the applicable Enterprise Funded department.

BRIGHT IDEAS PROGRAM

PROCEDURES, TERMS AND CONDITIONS

Purpose:

The purpose of this program is to improve the quality of city services by recognizing active employees who propose suggestions that directly improve the efficiency and effectiveness of city operations and/or contribute suggestions that reduce safety risks in the workplace.

Instructions:

1. Please type or print legibly the following information:

   a. The way it is now: Identify and explain the present method, process and/or condition.
   b. I (we) suggest that: Describe your idea for improvement and how it could be implemented. Attach additional information, sketches, charts or pictures to help explain and support your idea.
   c. Advantages/benefits: Describe how your idea will improve efficiency and effectiveness and/or improve safety of operations.

2. Process for submitting a suggestion:

   (1) Complete the Bright Ideas suggestion form found on the City's G-Drive in the HRD folder.
   (2) Submit your suggestion form and back-up information to the Human Resources Department.
   (3) The Human Resources Director will sign and date that he/she received your proposal, make copies and he/she will give you one signed and dated copy.
   (4) HR will forward individual copies (without the signature page) to applicable Department Head(s), to the Mayor and will retain one copy.

3. Department Head Review:

   A. The Human Resources Director will submit anonymously your suggestion to the Department Head(s) who will review your suggestion and determine whether or not your idea is an original suggestion, is something that the department has already been working on or had plans to work on, and whether or not it is possible to evaluate the proposal within thirty (30) days.
   B. If the Department Head(s) needs more time to evaluate the proposal, he/she shall notify the Human Resources Director and the Mayor. He/she will tell you when he/she will have his/her evaluation completed.

Evaluation Procedure:

A. The Evaluation Committee shall review all suggestions and convene a meeting within 30 days of receipt of the Department Head(s) response.
B. The Evaluation Committee shall evaluate your suggestion's impact to determine if you are eligible for an award. The Evaluation Committee is solely responsible for recommending the value of any award.
C. The Evaluation Committee shall notify the employee in writing of its decision with copies to the Human Resource Director and the Mayor.

Protection of Suggestions:

A. Suggestions that are evaluated and denied an award are protected against identical submissions for a period of three years following the date of denial.
B. At the conclusion of three years, the suggestion is no longer eligible for award consideration.

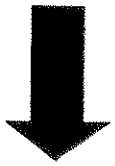
Resubmission of Suggestions:

A. You may resubmit your suggestion after one year if you still feel it has value and should be re-evaluated for implementation.
B. If the suggestion was denied originally for specific reasons, prior to re-submitting the idea, the reasons for denial need to be addressed and clarified.

Note: When submitted to the City of Manchester, suggestions become the property of the City. Use by the City shall not form a basis for a claim against the City.

Bright Ideas! Program Flowchart

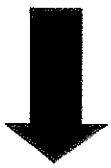
1. Employee submits Bright Ideas Suggestion form and applicable supporting documentation to the Human Resources Director.



2. Within Ten (10) Days - the proposal is forwarded by the Human Resources Director to:

The Mayor & applicable Department Head(s)

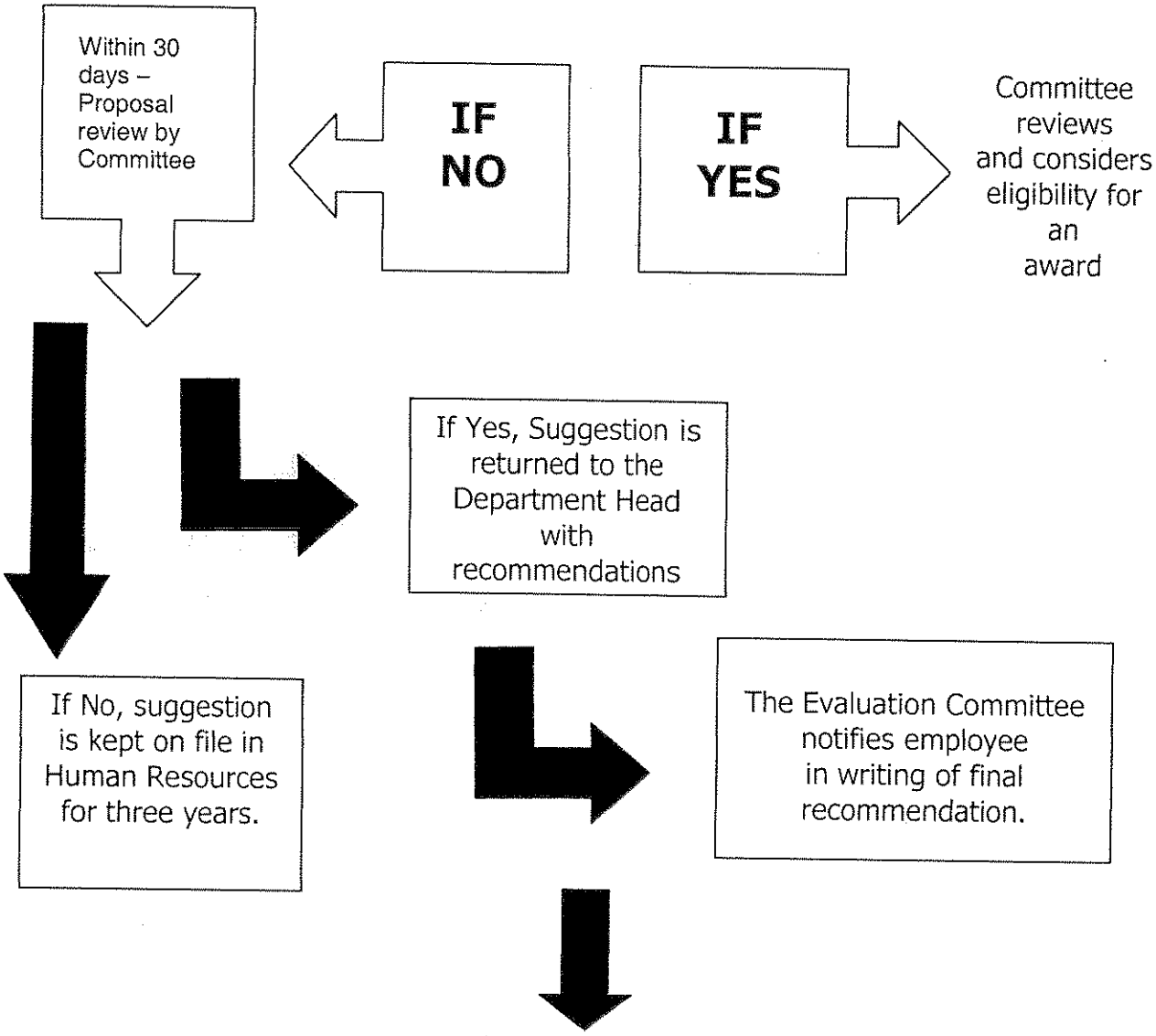
3. Department Head(s) review(s) and forward(s) recommendation(s) to Human Resources Director <u>within 30 days</u>. Department Head(s) may request a time extension to fully evaluate the suggestion.



4. Human Resources Director forwards suggestion with applicable Department Head(s) recommendations to the Bright Ideas Evaluation Committee and schedules Committee meeting.

Bright Ideas! Program Flowchart
Page 2

5. Evaluation Committee reviews Proposal and Department(s) recommendation(s)



6. Recommendation for financial award is submitted to the Board of Mayor of Aldermen for final approval.

Bright Ideas! Application

The way it is now:

I (we) suggest that: (attach additional sheets if necessary)

Advantages/benefits:

I (we) believe my (our) idea will:

☐ improve efficiency and effectiveness

☐ improve safety

Department Head Review:

Name: _____ Date: _____

Signature: _____

Determination: ☐ Adopt ☐ Not Adopt Comments attached: ☐ Yes ☐ No

Bright Ideas! Application

Name:_____ Date_____
Dept.:_____ Phone:_____
Signature: _____
Your signature indicates agreement with the terms and conditions of the Bright Ideas Program.
Attach additional names if necessary.

Evaluation Committee:

Review and Recommendation: (only when departments do not adopt)
☐ Adopt ☐ Not Adopt

Committee Representative:	Award Amount:	Date Awarded:

8/5/08
Tabled

City of Manchester

Human Resources Department

One City Hall Plaza
Manchester, New Hampshire 03101

Tel: (603) 624-6543
Fax: (603) 628-6065

RECEIVED
JUL 28 2008
CITY CLERK'S OFFICE

July 28, 2008

Alderman Ted Gatsas, Chairman
Human Resources and Insurance Committee
One City Hall Plaza
Manchester, NH 03101

Subject: Upgrade PT Parking Control Officer and Reserve Police Officer Positions

Dear Alderman Gatsas and Members of the Committee:

The Parking Control Officer (PCO) and Police Officer (PO) positions are covered by the Manchester Police Patrolman's Association (MPPA) collective bargaining agreement. The MPPA negotiated a one grade up and two steps back compensation agreement that affected both the parking control officer position and the police officer position. As a result, the parking control officer class specification is now positioned in salary grade 11 (from grade 10), and the police officer class specification is a grade 19 (from grade 18).

Although part-time and reserve positions are not subject to the provisions of the collective bargaining agreement, the positions' class specifications are essentially the same. Therefore, salary grades should match the full-time positions as they have done in the past. It was the intent of the prior HR Director that the proposed upgrades be approved by the Human Resources and Insurance Committee.

Recommendation:
That the Human Resources and Insurance Committee upgrade the part-time parking control officer from a salary grade 10 to a salary grade 11; and upgrade the reserve police officer from a salary grade 18 to a salary grade 19.

Your consideration is most appreciated.

Respectfully submitted,

Jane E. Gile, SPHR
Human Resources Director

City of Manchester
New Hampshire

In the year Two Thousand and eight

AN ORDINANCE

"Amending Section 33.025 (Parking Control Officer & Reserve Police Officer) of the Code of Ordinances of the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

Change Part-Time Parking Control Officer, Class Code 9160 Grade 10 to Grade 11 non-exempt

Change Part-Time Reserve Police Officer, Class Code 9280 to Grade 18 to Grade 19 non-exempt

This Ordinance shall take effect upon its passage and all Ordinances or parts of Ordinances inconsistent therewith are hereby repealed.

Glennon,Heather

From: Glennon,Heather

Sent: Thursday, July 31, 2008 9:52 AM

To: Arnold, Thomas; Clark, Thomas

Subject: REMINDER

Please be advised that the Committee on Human Resources/Insurance will be meeting on Tuesday August 5, 2008. Upon request of the Committee meeting held on July 8, 2008 a memo was sent to Thomas Clark (7/21/08) regarding the Committee's request for a recommendation regarding Section 33.011 Retired Employees; Policy on Rehiring and further that you come up with language for the next municipal ballot regarding vacant department head positions or anticipated vacancies of such positions.
Please forward your recommendation to the Clerks office as soon as you have it prepared.
Thank you,

Heather Freeman
Administrative Assistant III
Office of the City Clerk
T: (603) 624-6455 F: (603) 624 6481

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CITY OF MANCHESTER

Office of the City Clerk

Carol A. Johnson
City Clerk

Matthew Normand
Deputy City Clerk

Memo To: Thomas Clark
City Solicitor

From: Heather Glennon
Administrative Assistant III

Date: July 21, 2008

RE: Request of the Human Resource/Insurance Committee

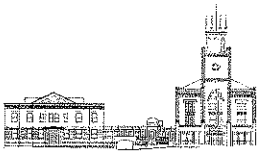
Please be advised that on a meeting of the Human Resource/Insurance Committee held on
June 8, 2008 it was requested that you provide the Committee with a recommendation regarding Section 33.011 Retired Employees; Policy on Rehiring.

The Committee further requests that you come up with language for the next municipal ballot regarding vacant department head positions or anticipated vacancies of such positions.

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6455 • FAX: (603) 624-6487
E-mail: CityClerk@ManchesterNH.gov • Website: www.manchesternh.gov

CITY OF MANCHESTER

Board of Aldermen



MEMORANDUM

TO: Committee on Human Resources/Insurance
Aldermen Gatsas, Shea, Lopez, Garrity, Pinard

FROM: Alderman Lopez
Chairman of the Board

DATE: July 2, 2008

RE: Retired Employees; Policy on Rehiring

At our next meeting of the Committee on Human Resources/Insurance, I would like to have a discussion regarding the current ordinance (Section 33.011) which addresses individuals who have retired from the city, receive a city retirement, and seek reemployment with the City.

§ 33.009 CONTINUANCE OF PENSIONS UPON APPROVAL.

All municipal pensions granted and approved prior to December 31, 1945, and in full force and effect as of that date shall be continued when approved annually in accordance with the provisions of the present laws governing the granting and payment of same.
('71 Code, § 18-8)

§ 33.010 DENIAL OF PENSIONS.

No application for a pension made in accordance with the provisions of existing local pension acts will be considered or approved if submitted by an employee of the city who is eligible for membership in any existing State of New Hampshire retirement system and who neglects to retain membership in such a retirement system on or before the expiration date as provided for this purpose in the act governing the operation of the retirement system.
('71 Code, § 18-9)

§ 33.011 RETIRED EMPLOYEES; POLICY ON REHIRING.

Individuals who have retired from the city service and who are receiving payments from any city retirement or pension plan shall not be reemployed in any city department for more than 29 hours a work week regardless of the funding source. Such part time employees shall not be eligible for any benefits or leave time whatsoever.
('71 Code, § 18-10) (Ord. passed 12-5-72; Am. Ord. passed 2-18-03)

§ 33.012 MAINTENANCE OF PLANS.

(A) *Responsibilities of the Human Resources Director.* The Human Resources Director or the Human Resources and Insurance Committee shall be responsible for the maintenance of the classification and compensation plans, including but not limited to the allocation of new or changed positions, the determination of proper compensation rates within the provisions of this chapter, maintenance of up-to-date class specifications, class lists, and allocation records, and the preparation of recommendations to the Board of Mayor and Aldermen on revisions to the plans on the basis of changes in duties of positions and in prevailing rates of pay for comparable occupations outside the city service. The Human Resources Director shall develop and implement procedural guidelines for the administration and maintenance of the classification and compensation plans, provided that such procedural guidelines shall conform to all of the requirements and provisions of this chapter. The Human Resources Director may designate members of the Human Resources Department staff to carry out any of the duties and tasks referenced herein, but the responsibility for such duties and tasks shall rest with the Human Resources Director.

(B) *Adjustments to the pay schedule.* The weekly and hourly rates for different classes of positions which are prescribed in the compensation plan shall be changed only upon recommendation of the Human Resources Director or the Human Resources and Insurance Committee and Finance Committee and amendment by the Board of Mayor and Aldermen. Such changes as required may be made annually to become effective on the first day of each fiscal year or at shorter intervals as justified by circumstances. Changes in the compensation plan shall be made in a manner to maintain proper percentage relationships among the classes of positions and to reflect changes in prevailing rates of pay for comparable positions outside the city service.

(C) *Employee request.* Any employee shall have the right to the consideration of any request he may have with respect to the application of the classification and compensation plans to his position. The employee shall initially make his request to the department or office head who shall promptly seek to arrive at a solution which is consistent with the plans and acceptable to the employee. Where the department or office head is unable to resolve such a request in a manner that the employee is willing to accept in writing, the matter shall then be submitted to the Human Resources Director and, if necessary, to the

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