

AGENDA

COMMITTEE ON HUMAN RESOURCES/INSURANCE

February 2, 2010
Aldermen Shea, Ludwig,
Ouellette, Arnold, Craig

5:45 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Shea calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Jane Gile, Human Resources Director, regarding the City's Drug and Alcohol Policy.
Ladies and Gentlemen, what is your pleasure?
4. Communication from Jane Gile, Human Resources Director, requesting on behalf of Police Chief David Mara, the establishment of a new class specification, Accreditation Manager, salary grade 16 and the Program Specialist be reclassified to reflect the change in title and salary grade.
Ladies and Gentlemen, what is your pleasure?
5. Summaries of outstanding arbitrations and grievances submitted by Jane Gile, Human Resources Director.
Ladies and Gentlemen, what is your pleasure?
6. Communication from Jane Gile, Human Resources Director, submitting a list of all approved grant positions as requested by the Committee at the November 10, 2009 meeting.
Ladies and Gentlemen, what is your pleasure?

TABLED ITEM

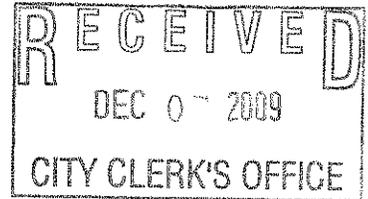
A motion is in order to remove this item from the table.

7. 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 effect provide the necessary indemnification required by Mesirow.

(Note: A representative from Hartford Life is requested to present the costs associated with the recommendation.)

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

Jane Gile
Human Resources Director



CITY OF MANCHESTER Human Resources Department

December 7, 2009

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

RE: *Updated City of Manchester Drug and Alcohol Policy*

Dear Alderman Gatsas:

Attached is the revised City of Manchester Drug and Alcohol Policy. The policy has been updated to include revisions to the following sections of the policy:

TESTING – Language added that more clearly articulates the procedural foundation for the drug and alcohol testing program.

PRE-EMPLOYMENT TESTING – All new employees are required to successfully complete drug and alcohol testing.

REASONABLE SUSPICION – Requires both a drug and alcohol test if employee believed to be under the influence. Section also clarifies procedures to have employee tested.

COUNSELING – New section, replaces Return to Duty and Follow-up Testing and adds referral to a Substance Abuse Professional (SAP).

PROGRAM EXPENSES – New section, shifts all costs associated with a positive drug and/or alcohol test from the City to the employee unless otherwise indicated in his/her respective collective bargaining agreement.

EFFECTIVE DATE: Effective upon passage by the Board of Mayor and Aldermen.

Respectfully submitted,



Jane E. Gile, SPHR
Human Resources Director

1 City Hall Plaza • Human Resources Department • Manchester, New Hampshire 03101 • (603) 624-6543 •

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3-1

**CITY OF MANCHESTER, NEW HAMPSHIRE
DRUG AND ALCOHOL POLICY**

The abuse of drugs or alcohol in the workplace may be detrimental to an employee's health, impair an employee's ability to properly perform his or her work, and present a danger to the employee and others. It is the policy of the City of Manchester to provide a work environment that is free from the illegal use and/or abuse of drugs and/or alcohol.

Definitions

- A. "Alcohol" shall mean "liquor" or "beverage" as defined by RSA 175:1.
- B. To "refuse" shall mean:
 - 1) To fail to provide an adequate breath or urine sample without a valid medical explanation;
 - 2) To fail to sign a testing form or a medical consent form;
 - 3) To not make oneself readily available for testing; or
 - 4) To engage in any other conduct that obstructs or delays the testing process.
- C. "Work hours" shall mean any hours within the basic workday or any other period when an employee is required to perform any other work for the City.

Prohibitions

- A. No employee shall:
 - 1) Engage in any drug-or alcohol-related conduct during work hours, which is unlawful under federal, state, or local law during work hours;
 - 2) Work or report to work under the influence of drugs or alcohol. For the purposes of this prohibition only, "under the influence" shall mean:
 - a) having alcohol concentration as such is defined by RSA 259:3-b, of .04 or greater; or
 - b) having a quantity of drugs in one's system sufficient to meet or exceed the threshold for a positive test under US DOT regulations for holders of commercial driver's licenses.
 - 3) Use any drug in a manner or for a purpose, other than as prescribed by a doctor or the manufacturer, which impairs his or her job performance;
 - 4) Consume alcohol or possess a container of alcohol with a broken seal during work hours; or
 - 5) Refuse to submit to tests.

B. No supervisor shall:

- 1) Having reasonable suspicion that an employee is under the influence of drugs or alcohol or misusing drugs, permit the employee to perform or continue to perform his or her job.
- 2) Permit an employee who is subject to a return-to-duty test to work until the employee successfully completes said test.

Nothing in this policy shall be construed so as to limit the authority of any supervisor to take action he or she deems necessary to protect the health or safety of employees where the use of alcohol or drugs is involved.

Testing

~~Unless indicated otherwise, all testing, evaluations, programs shall be done pursuant to the protocols & procedures established by US DOT for holders of commercial driver's licenses.~~ **Testing will be in accordance as provided in 49 CFR 382.307 (reasonable suspicion testing). The collection of breath (alcohol) samples and urine (drug) specimens, testing and confirmation procedures shall be conducted in accordance with 49 CFR, Part 40, as it may be amended from time to time by the U.S. Department of Transportation, except that special custody and control forms and alcohol testing forms shall be used.**

Pre-employment Testing (~~Police Officer and Firefighter~~)

All offers of initial employment for ~~Police Officer and Firefighter~~ positions shall be conditioned upon the successful completion of drug and alcohol testing.

The Human Resources Department shall schedule testing with the City of Manchester provider. The City shall pay costs of pre-employment testing.

Reasonable Suspicion

If a supervisor has personal knowledge of or reasonably trustworthy information of specific facts or circumstances which would reasonably lead him or her to believe that an employee is under the influence of drugs and/or alcohol, that supervisor ~~may~~ **shall** direct that employee to submit ~~to a drug and/or alcohol test~~ **to both a drug and alcohol test.**

Under such circumstances, a supervisor shall:

- ~~1) Arrange for transportation for the employee to his or her home and/or the testing site if testing is required.~~
- 1) **Direct the employee to submit to a drug and alcohol test;**

- ~~2) Document all the facts and circumstances underlying their decision in writing.~~
- 2) Arrange for transportation for the employee to the testing site;**
- 3) Arrange for transportation for the employee to his or her home upon completion of testing;**
- 4) Document all the facts and circumstances underlying the Supervisor's decision in writing.**

Return-to-Duty and Follow-up Testing

~~Employees referred to the Employee Assistance Program (EAP) may be required to complete return-to-duty and/or follow-up testing.~~

Counseling

An employee who tests positive shall be referred to a Substance Abuse Professional (SAP) selected by the City for assessment and shall be required to complete all designated tests and programs to the SAP's satisfaction prior to their eligibility of returning to work.

Employees referred to the Substance Abuse Professional (SAP) shall be required to complete return-to-duty and/or follow-up testing as outlined by the SAP.

Program Expenses

An employee, who tests positive and has not been terminated, shall be required as a condition of continued employment with the City, at the time each service is rendered, pay all costs associated with Split Specimen Testing (if applicable), Substance Abuse Professional (SAP) assessment, SAP designated follow-up programs and SAP designated follow-up drug and alcohol random testing, unless specifically addressed within their respective collective bargaining agreement.

Confidentiality of Information

The City shall maintain drug and alcohol test results in the Human Resources Department, separate from employee personnel files. Any employee may, upon written request, have access to records relating to his/her drug test.

Except upon written consent of the employee, as required by law, or as otherwise provided herein, the City shall not disclose records relating to drug and/or alcohol tests to any third party.

The City may disclose and rely upon the records relating to drug and alcohol tests in any lawsuit, grievance or other proceeding challenging the test or the

resulting discipline or where the employee's intoxication due to drugs and/or alcohol is a defense to liability.

Testing pursuant to this policy is not intended to be used for law enforcement purposes.

Disciplinary Action

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination.

Other Policies

Nothing in this policy shall be construed to repeal or limit the terms of any other City policy.

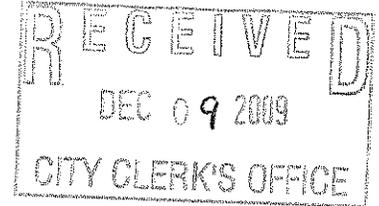
Effective Date

~~This policy shall become effective upon passage for non-affiliated employees and effective for affiliated employees upon agreement by their exclusive bargaining representatives.~~

This policy shall become effective for all employees upon passage by the Board of Mayor and Aldermen.

Revised ***March 24, 2009***
 April 21, 2009

Jane Gile
Human Resources Director



CITY OF MANCHESTER
Human Resources Department

December 8, 2009

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

RE: Request for Reclassification:

Dear Alderman Gatsas:

On behalf of Police Chief David Mara, I am requesting the establishment of a new class specification and the reclassification of a Program Specialist. The proposed class specification will be called Accreditation Manager, salary grade 16. The current classification of the affected position is Program Specialist, salary grade 15. If approved on December 15, 2009, the increased cost of the reclassification for the balance of FY 10 is \$1598.93.

The Manchester Police Department is accredited through the Commission of Accredited Enforcement Agencies (CALEA) and, in order to retain accreditation, the department is required to maintain compliance with CALEA standards of performance. Compliance requires concentrated oversight by the department to insure that new standards are addressed and revised standards are updated.

A request for the reclassification was submitted by Chief Mara due to the changes in the Program Specialist duties. Although accreditation has always been part of the job, there has been a significant shift in the responsibilities related to it. The position is concentrating primarily on CALEA compliance, notwithstanding preparation activities associated with the formal review of the agency which is done every three years. Program Specialist duties, such as crime data compilation and crime database inputting, have been redistributed to clerical staff.

The Human Resource Analyst, Christine Martinsen, conducted a review of the materials submitted, completed a desk audit of the position, scored the position to insure internal integrity with Manchester's pay and classification system and also reviewed the market of comparable positions. Based on the composite of all the research, it is concluded that the position requires a reclassification. I concur with the recommendation.

Attached is the revised job specification with the new title of Accreditation Manager. There is no change in the number of authorized Police Department positions, only changes to the job specification, title and salary grade.

Recommendation: That a new class specification of Accreditation Manager be established and the Program Specialist be reclassified to reflect the change in title and salary grade - from a salary grade 15 to salary grade 16.

Respectfully submitted,



Jane E. Gile, SPHR
Human Resources Director



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	Accreditation Manager
Class Code Number	9271-16

General Statement of Duties

Position is responsible for managing ~~programs that examine and analyze criminal reports for the purpose of detecting trends in criminal activities and offer patters for Departmental policy development and addressing staffing of crime; coordinates accreditation activities under the direction of the Accreditation Manager and maintaining compliance with recognized standards of performance of the Commission of Accredited Enforcement Agencies (CALEA);~~ performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to ~~provide the Police Chief and command officers with crime data and analysis pertinent to the development of Police Department strategy~~ ensure that the Department maintains required compliance to guarantee C.A.L.E.A and state accreditation. The work is performed under the supervision and direction of the Administrative Captain but considerable 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 other City employees, representatives of other law enforcement jurisdictions and the public. ~~Works directly with Accreditation Manager in maintaining compliance with recognized standards of performance of the Commission of Accredited Law Enforcement Agencies.~~ The principal duties of this class are performed in a general office environment.

Examples of Essential Work
(illustrative only)

- Examines and analyzes reports of crimes for the purpose of determining trends, monitoring increases/decreases in specific types of crimes and providing detailed information to the Police Chief and other command officers for use in policy development;
- Assists in the maintenance of *Maintains* accreditation compliance files, updating including updating *SOP Manual and other* directives, adding standard numbers to pertinent language in directives, updating files to correspond with periodic changes to accreditation standards, and updating information in CACE-L;
- *Serves as liaison between C.A.L.E.A and agency;*
- Compares trends within the Manchester area to nation wide data for the purpose of analyzing and reporting on the effectiveness of specific initiatives and identifying the need for program development in certain areas;
- Makes written recommendations for patrol, crime prevention and related in areas where crime patterns have been quantified;
- Coordinates the procurement of data from State and Federal agencies for use in analysis;
- Performs short term analyses for the purpose of informing the Police Chief of sudden upswings in a particular criminal activity with the possibility of a repeat offender(s);
- Maintains a thorough and accurate database of criminal analysis information for the use of determining long term trends.
- Reviews new/amended standards established by C.A.L.E.A. and makes suggestions on how the Department can best satisfy the standards;
- *Meets with Department personnel to discuss policy changes needed to procedures or to written directives;*
- Periodically attends C.A.L.E.A. meetings *periodically related activities as assigned* in order to:
 - (a) obtain updated information;
 - (b) provide input on new or revised standards and procedures and their affects on the Manchester Police Department;
 - (c) exchange information and law enforcement concepts with members of other agencies at their meetings.
- ~~Performs beat and staffing analysis as requested;~~
- ~~Finalizing~~ *Institutes and/or finalizes* drafted amendments/additions to the Department's Standard Operating Procedures (*SOP*) for issuance issuing same to Department personnel;
- Ensuring all aspects of the accreditation maintenance process are completed, including periodic inspection reports, reviews and updates;
- *Maintains liaison and cooperation with agency managers and supervisors as well as accreditation managers of other local, county and state agencies and accreditation bodies;*
- *Ensures employees of the Department are exposed to the accreditation and re-accreditation processes and provides training and/or retraining as necessary and/or as required;*
- *Notifies appropriate Department personnel of overdue compliance documentation;*
- *Ensures all aspects of the accreditation maintenance process are completed, including periodic inspections;*

- *Reviews department SOP on an on-going basis, revises SOP as requested, and provides updates to employees via e-mail and/or hard-copy;*
- *Participates in mock on-site;*
- *Compiles, edits and coordinates publishing of the Department's C.A.L.E.A annual report, Re-Accreditation, and Comprehensive Accreditation Plan, including divisional reports on yearly highlights, the Department's yearly financial report and related Police personnel information;*
- ~~Compiles and publishes a monthly newsletter;~~
- ~~Compiles and publishes an annual crime in Manchester report which analyzes all pertinent criminal activity within the City;~~
- *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;*
- *Meets with the Chief of Police on a weekly basis or as necessary;*
- *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.*

<p>Required Knowledge, Skills and Abilities (at time of appointment)</p>

- ~~Thorough knowledge of current principles and practices in statistical analysis~~
- ~~Thorough knowledge of the goals and purposes of the Manchester Police Department;~~
- ~~Thorough knowledge of the C.A.L.E.A. Accreditation Standards and their documentation requirements;~~
- ~~Ability to prepare detailed statistical reports and succinct summaries on criminal activity and proposed police operations;~~
- *Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;*
- *Ability to solve practical problems;*
- *Ability to understand and follow oral and/or written policies, procedures and instructions;*
- *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 Public Administration, Business Administration, Criminal Justice or a closely related field; and
- Three years of experience in program management, or three years experience in related ~~statistical analysis~~ law enforcement; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- None.

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 monitor a wide variety of material in both electronic and hardcopy form;
- 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 in a general office environment.

Approved by: _____ Date: _____

Revision Approved by: BMA Date: 4/20/04

City of Manchester
New Hampshire

In the year Two Thousand and Nine

AN ORDINANCE

“Amending Sections 33.024, 33.025, & 33.026 (Accreditation Manager) 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 33.024 CLASSIFICATION OF POSITIONS be amended as follows:

Reclassify Program Specialist to Accreditation Manager, Class Code 9271

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

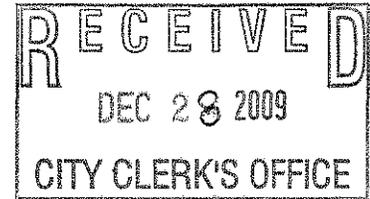
Reclassify Program Specialist to Accreditation Manager, Class Code 9271, from Grade 15 to Grade 16

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows

Reclassify Program Specialist to Accreditation Manager, Class Code 9271, from Grade 15 to Grade 16 non-exempt

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



CITY OF MANCHESTER
Human Resources Department

December 24, 2009

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

RE: INFORMATIONAL ONLY
Summary of Outstanding Arbitrations and Grievances

Dear Alderman Gatsas:

Attached is a summary of the current status of outstanding union grievances and arbitrations for the period ending as of the above date. Also attached is the 2009 annual summary of grievances and arbitrations.

Sincerely,

Jane E. Gile, SPHR
Human Resources Director

**2009 OUTSTANDING GRIEVANCES
& RECENT ARBITRATION DECISIONS**
January 1, 2010

UNION	#	GRIEVANCE	POTENTIAL IMPACT	STATUS	ARB#/DATE	OUTCOME
IAFF	G-09-02-136	Pay step violation of Article 12	Unfunded costs	Arbitration	G-0070 9/23/09	City
IAFF	G-07-10-124	HAZ-Mat physicals	Loss of HAZ-Mat team	Pre-Arb – 10/2/08 placed on hold		
IAFF	G-08-11-133	Pay Rate Calculation – rounding issue	Precedent – rounding works both ways some employees see less, some more.			Settled – minimal adjustments to pay
MPPA	1-09	Violation of Article 13.1 Step increase	\$59,000 projection (21 members) Increase to base salary ongoing	Arbitration	G-0103-1 9/28/09 postponed by union – 11/24/09 reschedule date	City
USW	5-07	Inventory Specialist	Cost of higher grade – precedent setting	Superior Ct. Arbitration	G-0058- PELRB	
USW	2-09	Department Head denied tuition assistance request for EMT course	Precedent	Arbitration	G-0058-7 03/30/10	
USW	5-09	Use of Performance Evaluation	Cost of course	Pre-Arb 12/3/09		No further action
USW	6-09	Employee called in sick but was seen in public and reported to management		Pre-Arb 12/3/09		Settled at Pre-Arb
USW	7-09	Employee alleges he was denied Weingarten Rights		Pre-Arb 12/3/09	Arbitration	

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**2009 OUTSTANDING GRIEVANCES
& RECENT ARBITRATION DECISIONS
January 1, 2010**

USW	8-09	Equipment mechanics responding to emergencies after hours are not receiving stand-by pay	Increased OT costs	Pre-Arb 12/22/09	Settled -- callback not standby
AFSCME	1-09	Denied Plus Rate – PW decision to give to more qualified employee	Precedent	Arbitration	G-0008-3 3/24/10
AFSCME	2-09	Anthem RX co-pays – higher than CIGNA for certain RX	Precedent Additional costs based on formulary differences	Arbitration	E-0008-6 No date set
AFSCME	3-09	Grieving termination	Job reinstatement	Arbitration	G-0008-5 6/4/10
AFSCME	Unfair Labor Practice	Alleges City did not recognize certain members of Facilities as eligible for membership			Withdrawn by union 11/10/09
AFSCME	4-09	OT for loader not given by grade classification	Payment of 5 hours @ OT rate	TBD	

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**Calendar Year 2009
Summary of Grievances and Arbitrations**

UNION	#	GRIEVANCE	POTENTIAL IMPACT	STATUS	ARB#/DATE	OUTCOME
AFSCME	1-09	Denied Plus Rate – PW decision to give to more qualified employee	Precedent	Arbitration	G-0008-3 3/24/10	
AFSCME	2-09	Anthem RX co-pays – higher than CIGNA for certain RX	Precedent	Arbitration	E-0008-6 No date set	
AFSCME	3-09	Grieving termination	Job reinstatement	Arbitration	G-0008-5 6/4/10	
AFSCME	4-09	OT for loader not given by grade classification	Payment of 5 hours @ OT rate	TBD		
AFSCME	Unfair Labor Practice	Recognition of Facilities membership			G-0008-4	W/drawn by union 11/10/09
IAFF	G-07-10-124	HAZ-Mat Physicals		Pre-Arb on-hold		
IAFF	G-08-07-132	Longevity Steps Violation Article 12 – contends that longevity should be awarded differently	Yarger Decker pay scale process	Arbitration	G-0070-3 May 28, 2009	City
IAFF	G-08-11-133	Pay Rate Calculation – rounding issue	Setting precedent - rounding issue			Settled – minimal adjustments to pay Union
IAFF	G-08-11-134	Workers Comp & contract language	Double payment while on WC	Arbitration	G-0070-1 2/9/09	Union
IAFF	G-09-02-136	Pay step violation of Article 12	Unfunded wages – YD scale issue	Arbitration	G-0070 9/23/09	City
IAFF	G-09-02-137	Personal Leave – Article 17.1				Resolved
MPPA	1-09	Violation of Article 13.1 Step increase	Unfunded wages – YD scale issue	Arbitration	G-0103-1 11/24/09	
USW	5-07	Inventory Specialist	Cost - precedent	Superior Ct.	G-0058-	

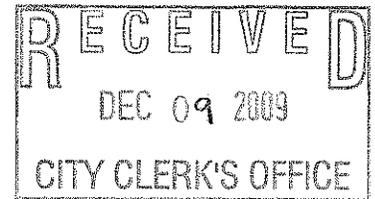
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**Calendar Year 2009
Summary of Grievances and Arbitrations**

			setting	Arbitration	PELRB	
USW	5-08	Change in Health Carriers – alleged that increased rates charged to members violated contract	Health insurance rates could not be increased	Arbitration	G-0084-1 June 25, 2009	City
USW	6-08	Contesting verbal warning on excessive use of sick leave	Precedent/ ability to discipline	Arbitration	G-0084-2 8/24/09	City
USW	1-09	Sick and vacation accruals while out of work		Denied by management		No Further Action
USW	2-09	Department Head denied tuition assistance request for EMT course	Precedent Cost of course	Arbitration	G-0058-7 03/30/10	
USW	4-09	Denial of Vacation Request				Settled by management
USW	5-09	Use of Performance Evaluation		Pre-Arb 12/3/09		No further action
USW	6-09	Employee called in sick but was seen in public and docked time.		Pre-Arb 12/3/09		Settled w/o prejudice
USW	7-09	Employee alleges he was denied Weingarten Rights		Pre-Arb 12/3/09	Arbitration	
USW	8-09	Equipment mechanics responding to emergencies after hours are not receiving stand-by pay		Pre-Arb 12/22/09		Resolved – Call back, not standby
Welfare	1-08	Contesting denial of plus rate while Commissioner out of office	Precedent and cost of plus rate	Arbitration	G-0047-2 9/10/09	Settled by parties

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Jane Gile
Human Resources Director



CITY OF MANCHESTER
Human Resources Department

December 1, 2009

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

RE: INFORMATIONAL ONLY
Summary of Outstanding Arbitrations and Grievances

Dear Alderman Gatsas:

Attached is a summary of the current status of outstanding union grievances and arbitrations as of the above date.

Sincerely,

Jane E. Gile, SPHR
Human Resources Director

**2009 OUTSTANDING GRIEVANCES
& RECENT ARBITRATION DECISIONS**
December 1, 2009

UNION	#	GRIEVANCE	POTENTIAL IMPACT	STATUS	ARB#/DATE	OUTCOME
IAFF	G-09-02-136	Pay step violation of Article 12	\$158,000 projection (61 members) -- Current 53 mmbrs - \$137,000 Increase to base salary ongoing	Arbitration	G-0070 9/23/09	City
IAFF	G-07-10-124	HAZ-Mat physicals	Loss of HAZ-Mat team	Pre-Arb - 10/2/08 placed on hold		
IAFF	G-08-11-133	Pay Rate Calculation - rounding issue	Precedent - rounding works both ways some employees see less, some more.	Settled - minimal adjustments to pay		
MPPA	1-09	Violation of Article 13.1 Step increase	\$59,000 projection (21 members) Increase to base salary ongoing	Arbitration	G-0103-1 9/28/09 postponed by union - 11/24/09 reschedule date	
USW	5-07	Inventory Specialist	Cost of higher grade - precedent setting	Superior Court/Arbitration	G-0058- PELRB	
USW	2-09	Department Head denied tuition assistance request for EMT course	Precedent Cost of course	Arbitration	G-0058-7 03/30/10	
USW	5-09	Dept. used annual performance evaluation not to develop better job		Pre-Arb 12/3/09		

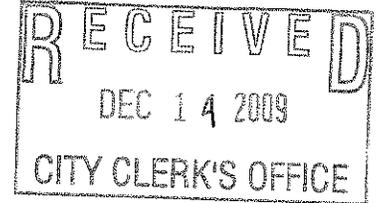
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**2009 OUTSTANDING GRIEVANCES
& RECENT ARBITRATION DECISIONS**
December 1, 2009

		performance, but as a disciplinary tool					
USW	6-09	Employee called in sick but was seen in public and reported to management		Pre-Arb 12/3/09	Settled at Pre-Arb		
USW	7-09	Employee alleges he was denied Weingarten Rights		Pre-Arb 12/3/09			
USW	8-09	Equipment mechanics responding to emergencies after hours are not receiving stand-by pay	Increased OT costs	TBD			
AFSCME	1-09	Denied Plus Rate – PW decision to give to more qualified employee	Precedent	Arbitration	G-0008-3 3/24/10		
AFSCME	3-09	Anthem RX co-pays – higher than CIGNA for certain RX	Precedent Additional costs based on formulary differences	Arbitration	E-0008-6		
AFSCME	4-09	Grieving termination	Job reinstatement	Pre-Arb 10/19/09 Arbitration filed	G-0008-5 6/4/10		
AFSCME	Unfair Labor Practice	Alleges City did not recognize certain members of Facilities as eligible for membership			G-0008-4	Withdrawn by union 11/10/09	
AFSCME	5-09	OT for loader not given by grade classification	Payment of 5 hours @ OT rate	TBD			

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Jane Gile
Human Resources Director



CITY OF MANCHESTER
Human Resources Department

December 10, 2009

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

RE: Grant Funded Positions

Dear Alderman Gatsas:

At the November 10, 2009 Human Resources & Insurance Committee meeting, the Human Resources Department was requested to create a list of all approved grant positions. This report will be provided to the committee each month.

Attached you will find a list of all approved grant positions.

Respectfully submitted,

for Jane E. Gile, SPHR
Human Resources Director

DEPARTMENTS WITH GRANT FUNDED POSITIONS

Department	Submitted	Grants	No Grants
Airport	X		X
Assessors	X		X
City Clerk	X		X
Elderly Services	X		X
EPD	X		X
Facilities	X		X
Finance	X		X
Fire	X		X
Health	X	X	
Human Resources	X		X
Highway	X		X
Info Systems	X		X
Library	X		X
Mayor	X		X
MEDO	X		X
OYS	X	X	
Parking	X		X
Parks & Rec	X	X	
Planning & Comm. Dev.	X	X	
Police	X	X	
Solicitor/Risk	X		X
Tax	X		X
Water	X		X
Welfare	X		X

GRANT FUNDED POSITIONS

Dept. Dept.	No. of Positions	Title	Grade	Date Grant Starts	Date Grant Ends	Obligation
Health Administration	1	Customer Service Representative II	12	7/1/2009	6/30/2010	None
	1	Public Health Physician Medical Director	34	7/1/2009	6/30/2010	None
	1	Administrative Assistant II	13	7/1/2009	6/30/2010	None
	1	Customer Service Representative II	12	7/1/2009	6/30/2010	None
	1	Business Services Officer	22A	10/1/2009	9/30/2010	None
	1	Health Dept Info Tech Support	19	7/1/2009	6/30/2010	None
	1	Vista Project Manager	18	9/27/2009	9/25/2010	None
Chronic Disease & Neighborhood Health	1	Weed & Seed Program Coordinator	16	7/1/2009	6/30/2010	None
	1	Public Health Specialist I	16	Currently not funded		None
	1	Public Health Specialist I	16	Currently not funded		None
	1	Public Health Specialist II	19	Currently not funded		None
	1	Public Health Specialist II	19	Currently not funded		None
Community Health	1	Public Health Specialist I	16	7/1/2009	6/30/2010	None
	1	Medical Technologist	15	7/1/2009	6/30/2010	None
	1	Certified Community Health Nurse	18A	7/1/2009	6/30/2010	None
	1	Certified Community Health Nurse	18A	7/1/2009	6/30/2010	None
	1	Public Health Specialist I	16	7/1/2009	6/30/2010	None
	1	Dental Hygienist	16	7/1/2009	6/30/2010	None
	1	Community Health Nurse	18	7/1/2009	6/30/2010	None
	1	Community Health Supervisor	23	7/1/2009	6/30/2010	None
	1	Public Health Dental Assistant	12	7/1/2009	6/30/2010	None
	1	Community Health Nurse	18	7/1/2009	6/30/2010	None
	1	Community Health Nurse	18	7/1/2009	6/30/2010	None
	1	Public Health Specialist I	16	3/1/2007	2/28/2010	None
	1	Community Health Nurse	18	7/1/2009	6/30/2010	None
	1	Community Health Nurse	18	7/1/2009	6/30/2011	None
Environmental Health & Emergency Preparedness	1	Public Health Preparedness Administrator	23	7/1/2009	6/30/2010	None
	1	Environmental Health Specialist I	16A	7/1/2009	6/30/2010	None
	1	Public Health Specialist II	19	7/1/2009	6/30/2010	None
Total No. of Positions	29					
OYS						
Youth Reach	1	Youth Services Counselor	18	7/1/2009	6/30/2010	None in 2010; 33% in 2011
	1	Youth Services Counselor	18	7/1/2009	6/30/2010	None in 2010; 33% in 2011
Alcohol Block	1	Youth Services Counselor	18	7/1/2009	6/30/2010	None
	1	Youth Services Counselor	18	7/1/2009	6/30/2010	None

GRANT FUNDED POSITIONS

Dept.	No. of Positions	Title	Grade	Date Grant Starts	Date Grant Ends	Obligation
Alcohol Block	1	Youth Services Counselor	18	7/1/2009	6/30/2010	None
	1	OYS Director	21	7/1/2009	6/30/2010	None
OYS-Firesafe	1	Firesafe Worker	18	7/1/2009	6/30/2010	None (except CIP)
	1	Firesafe Worker	18	7/1/2009	6/30/2010	None (except CIP)
	1	Firesafe Worker	18	7/1/2009	6/30/2010	None (except CIP)
	1	Firesafe Worker	18	7/1/2009	6/30/2010	None (except CIP)
Total No. of Positions	10					
Parks, Rec. & Cem.						
Youth Rec Activities	1	Recreation Supervisor	18	Long Term		None - CDBG
Fun in the Sun	2	Recreation Specialist II	13	Late June	Early Aug.	None - CIP
	17	Recreation Specialist I	10	Late June	Early Aug.	None - CIP
	1	Recreation Specialist II	13	Late June	Early Aug.	None - CDBG
	10	Recreation Specialist I	10	Late June	Early Aug.	None - CDBG
Youth Rec Activities	1	Recreation Specialist II	13	Sept.	May	None - CDBG
Greentree	2 summer	Recreation Maintenance Worker-Temp.	10	Aug	July	None-Tree sales, CIP, CDBG
	1 fall	Recreation Maintenance Worker-Temp.	10	Aug	Oct	None-Tree sales, CIP, CDBG
Total No. of Positions	35					
Planning & Comm. Dev.						
	1	Community/Neighborhood Planner	19	7/1/2008	TBD	None
	1	Concentrated Code Enforcement Inspector	17	7/2/2007	TBD	None
Total No. of Positions	2					
Police						
	1	Police Officer	19	Dec-95	12/31/2009	None-new application has been submitted with verbal approval.
	1	Victim Witness Advocate	15	Dec-95	12/31/2009	
	1	Admin Assistant I	12	1/1/2007	12/31/2009	
	1	Police Officer	19	Projected	end date 9/30/10	None-new contract is being drafted for signatures.
	1	Police Officer	19	Projected	end date 9/30/10	
	1	Police Officer	19	10/1/2005	9/30/2011	None
	1	Police Officer	19	10/1/2005	9/30/2011	
	1	Victim Witness Advocate	15	10/1/2005	9/30/2011	

GRANT FUNDED POSITIONS

Dept.	No. of Positions	Title	Grade	Date Grant Starts	Date Grant Ends	Obligation
Police	1	Police Officer	19	7/1/2009	6/30/2010	None-five officers retained.
	1	Police Officer	19	7/1/2009	6/30/2010	
	1	Police Officer	19	7/1/2009	6/30/2010	
	1	Police Officer	19	7/1/2009	6/30/2010	
	1	Police Officer	19	7/1/2009	6/30/2010	
	1	Police Officer	19	7/1/2009	6/30/2012	1 yr after end of grant funds.
	1	Police Officer	19	7/1/2009	6/30/2012	New positions/compliment
	1	Police Officer	19	7/1/2009	6/30/2012	increased. Will request
	1	Police Officer	19	7/1/2009	6/30/2012	grant extension to have
	1	Police Officer	19	7/1/2009	6/30/2012	positions funded by grant
	1	Police Officer	19	7/1/2009	6/30/2012	for 3 complete years.
	1	Police Officer	19	7/1/2009	6/30/2012	
	1	Police Officer	19	7/1/2009	6/30/2012	
	1	Police Officer	19	7/1/2009	6/30/2012	
	1	Police Officer	19	7/1/2009	6/30/2012	
	1	Police Officer	19	7/1/2009	6/30/2012	
	1	Police Officer	19	7/1/2009	6/30/2012	
	1	Police Officer	19	9/1/2009	8/31/2011	None-new positions/compliment
	1	Police Officer	19	9/1/2009	8/31/2011	increased. Will request
						grant extension to have
						positions funded by grant for
						2 complete years.
Total No. of Positions	25					
Grand Total of Positions	101					

10/5/09 Tabled

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

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

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.

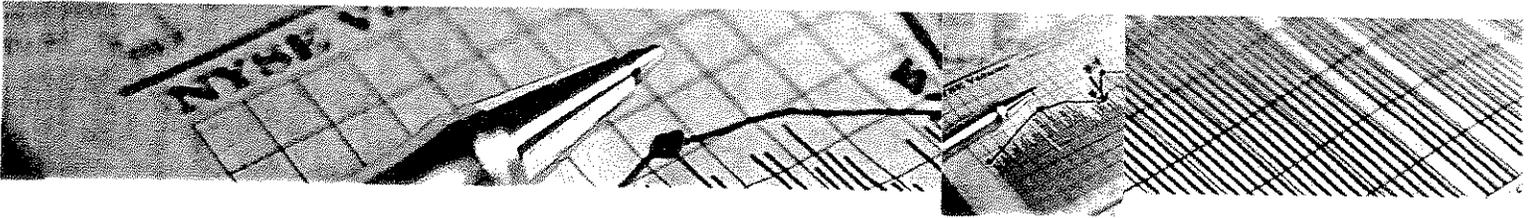
Innovative Asset Allocation and Fund Selection Methodology

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

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



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**vestment 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 an 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 (Performance, Organization, Legal, Investment

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: _____

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.