

AGENDA

COMMITTEE ON HUMAN RESOURCES/INSURANCE

April 6, 2010
Aldermen Shea, Ludwig,
Ouellette, Arnold, Craig

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

1. Chairman Shea calls the meeting to order.
2. The Clerk calls the roll.
3. Summaries of outstanding arbitrations and grievances submitted by Jane Gile, Human Resources Director.
(Note: Provided for informational purposes only; no action required.)
4. Communication from Jane Gile, Human Resources Director, requesting reclassification of the Fire Training Instructor.
Ladies and Gentlemen, what is your pleasure?
5. Communication from Jane Gile, Human Resources Director, regarding requests for reclassification of the Airport Financial Manager and the Assistant Airport Director.
Ladies and Gentlemen, what is your pleasure?
6. Communication from Jane Gile, Human Resources Director, regarding an action taken by the Board for medical and dental benefits for employees involuntarily called to active duty.
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

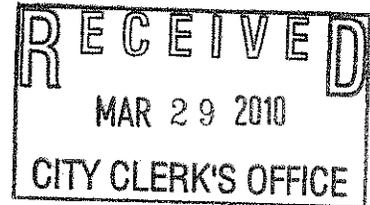
A motion is in order to remove any item from the table.

7. Proposed policy for the City relative to the use of Volunteers and Unpaid Student Interns submitted by Jane Gile, Human Resources Director.
(Tabled March 2, 2010; Human Resources Director to obtain feedback from departments.)

8. 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.)

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

Jane Gile
Human Resources Director



CITY OF MANCHESTER
Human Resources Department

March 29, 2010

Alderman William Shea, 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 Shea:

Attached is a summary of union grievances filed and/or arbitrations scheduled in 2010. The list is current through the above date.

Sincerely,

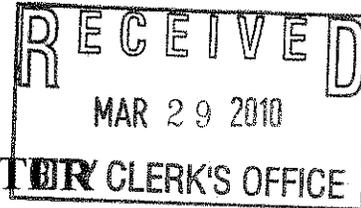
Jane E. Gile, SPHR
Human Resources Director

**March 2010
Outstanding and Settled Grievances and Arbitrations
As of March 29, 2010**

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 7/7/10	
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			Resolved by Management
AFSCME	1-10	Unpaid Absence and health insurance	Precedent/cost	Pre-Arb 2/9/10	Held in abeyance 3/23/10	Settled w/out precedent by parties
AFSCME	2-10	Grade classification violation (arborist)	Precedent/cost	Pre-Arb 2/9/10	Held in abeyance 3/23/10	No further action -- leave as is
AFSCME	3-10	Job Posting Violation	Precedent/job	Pre-Arb 2/9/10		Resolved by the parties
AFSCME	4-10	Employee Paycheck Issue	Procedural	Pre-Arb 2/9/10		Resolved by Parties
AFSCME	5-10	Training not given	Procedural	Pre-Arb 2/9/10		Resolved by the Parties
AFSCME	6-10	Payment of OT	Precedent/cost	Pre-Arb 3/23/10	Arbitration	
AFSCME	7-10	Bi-weekly Payroll	Precedent/cost	Denied -- has not occurred		
AFSCME	8-10	Snow Events and Stand-By	Procedural	Pre-Arb 3/23/10	Review in 30 days	
AFSCME	9-10	Drug and Alcohol Policy	Precedent/Cost			

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Jane Gile
Human Resources Director



CITY OF MANCHESTER
Human Resources Department

March 22, 2010

Alderman William Shea, Chair
Human Resources and Insurance Committee
One City Hall Plaza
Manchester, NH 03104

Dear Chair Shea:

The Fire Chief is requesting changes to the Job Classification of Fire Training Instructor. The request includes changes in title to Fire Training Officer, the requirement of rank (at least a Lieutenant) and language added to reflect other duties associated with rank.

In making the revisions to rank, the Department has freed up the position to provide coverage during peak vacation weeks, without adding additional costs. In fact, the revised classification can serve to save overtime dollars through the prudent assignment of the position to cover for other firefighters or lieutenants as needed. There are no proposed changes to the grade of the position, therefore there is no cost increase tied to the request.

The HR recommends approval of the job classification of Fire Training Officer.

Respectfully submitted,


Jane E. Gile
Human Resources Director

James A. Burkush
Chief of Department



MAR 25 2010

City of Manchester
Fire Department

TO: Jane Gile, Human Resources Director

FROM: Chief James A. Burkush *JAB*

DATE: March 25, 2010

RE: Fire Training Officer

I am requesting to reclassify the Fire Training Instructor to include supervisory rank within the command structure of the department. The current class specification does not include rank within the job description. The proposed change would also include a class title change from Fire Training Instructor to Fire Training Officer.

- The Fire Training Instructor is assigned to the Training Division performing all related duties assigned to the class specification. By changing the class specification to include rank, the department would have the ability to utilize the position to cover vacancies during peak vacation weeks.
- The Fire Training Instructor is currently budgeted at a pay grade 23, so there would be no cost associated with the reclassification.
- The proposal would not add additional personnel to the current complement of 258.

Any consideration that you give this request will be appreciated.

cc: Mayor Theodore Gatsas



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	<i>Fire Training Instructor Officer</i>
Class Code Number	9095-23

General Statement of Duties

Trains Firefighter and Fire Officers in all aspects of emergency operations performed by the Manchester Fire Department; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to ensure current professional standards are applied to all types of training within the Fire Department. The work is performed under the supervision and direction of the Deputy Chief of Training 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, other emergency response providers, the Manchester Police Department, representatives from other law enforcement jurisdictions, homeowners, business and community organizations and the public. The principal duties of this class are performed in various emergency situations, including exposure to hazardous materials, large quantities of smoke, proximity to heavy traffic areas during vehicle accidents, exposure to cold/high current waterways, intense heat and direct exposure to flames, proximity to (or inclusion in) falling/decimated structures, high altitude rescues, extreme weather conditions, exposure to blood borne pathogens and other diseases and related environments in which the employee is subject to potential personal danger.

Examples of Essential Work
(illustrative only)

- Trains Firefighters and Fire Officers in fire suppression operations, extrication techniques, hazardous materials mitigation, incident scene management and related;
- Evaluates and trains other Fire personnel involved in training activities;
- Develops course curriculum and acts as safety officer at emergency incidents;
- Supervises and instructs Fire Department Rookie Schools;
- Uses computers and related software to develop, prepare and deliver training programs;
- Develops and teaches firefighting related courses;
- May serve as the Incident Safety Officer on fire incidents, technical rescues, hazardous materials incidents and related;
- Instructs technical rescue courses, including water rescue, heights rescue, confined space rescue, ice rescue, structural collapse, natural disasters and related;
- Instructs Firefighting classes involving all types of emergency response situations;
- Serves as a member of the Departmental Safety Committee;
- Evaluates and recommends equipment for purchase and writes specifications;
- Supervises Fire personnel in the course of training operations;
- Delivers specialized training programs to area schools, civic organizations and related;
- Trains members of the Manchester Police Department in job components relating to emergency rescue situations;
- Organizes, initiates and implements large scale training exercises involving mock emergency rescue situations;
- Maintains a high level of personalized training in current and professional areas of the fire sciences;
- Performs all duties of a Firefighter as necessary;
- Serves as the ~~Fire Training Officer~~ *Training Division Supervisor* during an absence of the *Deputy Chief of Training*;
- 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)

- Thorough knowledge of the Manchester Fire Department rules and regulations;
- Thorough knowledge of the Manchester Fire Department Standard Operational Procedure Manual;
- Thorough knowledge of the City of Manchester Code of Ordinances Title IX (fire prevention codes);
- Thorough knowledge of the geography of the City of Manchester and surrounding areas,, including hydrant locations, the layout and location of public utilities and potentially hazardous materials and substances;
- Thorough knowledge of current fire suppression and firefighting techniques, EMS and hazardous materials response operations, including all related equipment;
- Thorough knowledge in the use of the publications of *NFPA 704*, *DOT Emergency Response Guidebook*, *Environmental Protection Agency Labels*, *Occupational Safety and Health Labels* and *Material Safety Data Sheets (MSDS)*;
- Thorough working knowledge of all equipment used in Fire Department activities, including fire pumpers, snorkel trucks, aerial platforms, CAFS fire pumps and Skyarm aerial apparatus, straight ladder trucks, ladder trucks with tillers, rescue units, rescue boats, axes (flat head, pick, pry), pike poles, plaster hooks, battering rams, chain saws, ladders, fire hoses (including nozzles, valves and related), vehicle extrication devices, emergency protective equipment, self contained breathing apparatus (SCBA), heights rescue equipment, air tools and emergency medical equipment;
- Thorough knowledge of fire records systems, communications equipment and use, fire computer applications and fire reporting procedures;
- Thorough knowledge of hydraulics as applied to water delivery;
- Thorough knowledge of all safety practices involved in fire suppression and firefighting;
- Substantial knowledge of training techniques and instructional methods;
- Substantial knowledge of personnel management and motivational techniques;
- *Ability to perform all job functions of a Company Officer;*
- Ability to speak clearly and distinctly in conducting training and instructions operations;
- Skill in performing firefighting duties, including fires in all structural types, high altitude rescues, vehicle extraction, emergency medical services and related;
- Ability to supervise, train, evaluate and coordinate the work of others;
- Ability to work under extremely stressful situations which result from a building fire, emergency medical and hazardous materials responses, including the responsibility for remaining calm and carrying out all duties with the recognition of the threat to life and property;
- Ability to work within a command structure requiring strict adherence to the following of orders;
- 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 an Associate's Degree in Fire Sciences; and
- ~~Five years as a Firefighter~~ *Rank of Fire Lieutenant or greater*, including three years as at the certified State of New Hampshire Fire Instructor level; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- Class B CDL with air brake endorsement;
- State of New Hampshire Ambulance Attendance license;
- ~~Red Cross or American Heart Association CPR Instructor certificate~~; Emergency Care and Safety Institute, CPR Instructor certificate;
- Attainment of a State of New Hampshire Firefighter II certificate and Emergency Medical Technician certificate;
- Attainment of Certified Fire Department Safety Officer;
- Attainment of Certification for Specialized Rescue classes, including Heights rescue, Building Collapse, Confined Space and Trench Rescue;
- Attainment of Certification for Swift Water and Ice Rescue;
- Attainment of Certification for Airport Firefighter;
- Attainment of Certification for Driver Operator, including Fire Pumps and Aerial Apparatus;
- Attainment of Certification for Company Officer;
- Attainment of Certification for Hazardous Material Technician.

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,

including during emergency situations which may involve a high degree of noise and confusion associated with disaster situations;

- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to perform firefighting duties;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate equipment used in firefighting, rescue persons from burning structures and related emergency situations, provide emergency medical treatment, operates vehicles and related;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to perform all duties involved in protecting lives and property, including physical strength to perform strenuous exertion during sustained periods of time.

Approved by: _____ Date: _____

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

“Amending Sections 33.024, & 33.026 (Fire Training Instructor) 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:

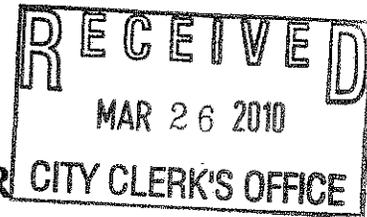
Title change for Fire Training Officer, Class Code 9095

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows

Change Class Specification for Fire Training Officer, Class Code 9095
non-exempt (spec. 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



CITY OF MANCHESTER
Human Resources Department

February 22, 2010

Alderman William Shea, Chair
Human Resources and Insurance Committee
City of Manchester, NH 03101

RE: *Reclassification: Airport Chief Financial Officer (CFO)*
Updated Job Classification and Job Title Change: Assistant Airport Director (Air Service Development and Marketing)

Dear Alderman Shea:

Attached are two revised Airport class classifications. Mark Brewer, Airport Director, is requesting changes to the positions in an attempt to better reflect and fulfill the needs of the Manchester-Boston Regional Airport moving forward.

Reclassification: Airport Financial Manager, Gr. 24 to Airport Chief Financial Officer, Gr. 25

The change reflects additional duties that the current position of Airport Financial Manager has assumed internal to Airport operations. The enhanced duties are more strategic in nature and places the position in line, grade level wise, to the four Assistant Airport Directors who are all Grade 25. The Airport Chief Financial Officer (CFO), along with the duties of Airport Financial Manager, now is taking on responsibilities that were previously those of the Assistant Airport Director (Finance and Administration). That position was eliminated with the advent of the Deputy Airport Director position. The request is clearly a reclassification of the position and not a new position as recommended in the Airport Director's communication. The position of Airport Financial Manager is being reclassified to reflect the added duties and a new job title is warranted.

Updated Class Specification and Class Title Name Change: Assistant Airport Director (Public Relations and Marketing) to Assistant Airport Director (Air Service Development and Marketing)

The Assistant Airport Director (Public Relations and Marketing) class specification was reviewed by Airport administration. There are several revisions to the class specification that do not warrant a reclassification or a change in grade. The revisions more accurately align the position to reflect the priorities of the Airport and the clearly articulate the duties inherent with

the strategic alignment of the position to the priorities. As such, the Airport also requests that the position be given a new job title.

The Human Resources Department has reviewed the request and has attached copies of the revised class specifications.

HR Recommendation:

#1 That the Airport Financial Manager, grade 24, be reclassified to Airport Chief Financial Officer, grade 25.

#2 That the class specification of Assistant Airport Director (Public Relations and Marketing) be updated and revised as submitted and the job title be changed to Assistant Airport Director (Air Service Development and Marketing).

Respectfully submitted,



Jane E. Gile, SPHR
Human Resources Director

DRAFT



City of Manchester, New Hampshire

Class Specification

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Class Title	Airport Financial Manager Airport Chief Financial Officer
Class Code Number	9926-24 25

General Statement of Duties

~~Manages Airport revenue, bond covenant compliance and accounting interface with City systems; plans, coordinates and supervises Airport accounting personnel; plans, coordinates and supervises Airport accounting personnel; Plans, organizes and directs financial operations for the Airport Enterprise fund; performs directly related work as required.~~

Distinguishing Features of the Class

The principal functions of an employee in this class ~~are~~ is to ensure that Airport revenue is managed in the most effective manner and to ensure that all Airport bond covenant compliance and Trustee requirements are met in a timely fashion. *fiscal integrity within all areas of airport enterprise fund operations.* The work is performed under the supervision and direction of the ~~Assistant~~ Airport Director for Finance and Administration and the Airport Director, but considerable extensive leeway is granted for the exercise of independent judgement and initiative. Supervision is exercised over all ~~financial staff employees and related personnel~~ *financial and accounting personnel within the Airport.* The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with *Federal, State, City, and other government officials, members of various boards, other City employees, outside auditors, business organizations business and community groups, Airport Tenants,* and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (illustrative only)

- *Plans, directs, coordinates and supervises activities related to the Aviation Division;*
- *Writes policies and procedures for Aviation Division;*
- *Plays a major role in the preparation of the Airport's annual budget-Prepares, defends, and administers Division budget;*
- *Analyzes needs and recommends solutions within the Division;*
- *Acts as an Airport representative as appropriate;*
- *Advises the Airport Director and other senior airport personnel on funding status, availability of funds and related operating and capital budget matters;*
- *Oversees the forecasting, identifying, formulating, managing and procuring of financing for the capital budget;*
- *Oversees the requisition and purchase of goods, services and equipment for the Airport;*
- *Reviews the Airports financial statements and accounting reports for appropriateness and accuracy;*
- *Reviews, develops and makes recommendations on ~~Responsible~~ for the Passenger Facility Charge Program (PFC) and the Customer Facility Charge Program (CFC) as well;*
- *Key member in the issuance of financing structures to support the Airport's capital demands, including coordination with rating agencies and bond counsel;*
- *Primary point of contact with airlines and tenants in regards to rates and charges;*
- *Develops high level correspondence and communications;*
- *Develops, monitors and manages the Airport's Capital Improvement Program Budget and funding program;*
- *Develops and oversees Requests for proposals (RFP's) for financial consultants, as needed; ~~for example, in regards to the Federal PFC program, rates and charges setting with the airlines, and for any other professional aviation financial services;~~*
- *Develops high level internal fiscal policy recommendations for large enterprise fund;*
- *Oversees compliance with the financial provisions of the City's General Airport Revenue bond resolution and supplementals, including the Operation and Maintenance reserve requirements, etc.*
- *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.*

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

- Comprehensive knowledge of Generally Accepted Accounting Principles
- *Comprehensive knowledge of accounting, engineering, marketing, or finance relevant to the operation of a commercial carrier Part 139 Airport;*
- ~~Comprehensive knowledge of Revenue Management processes;~~
- ~~Comprehensive knowledge of financial analysis and reporting;~~
- ~~Comprehensive knowledge of data processing technology as applied to financial and accounting functions;~~
- ~~Comprehensive knowledge FAA Pt.158 Passenger Facility Charge processes and procedures;~~
- ~~Comprehensive knowledge of FAA financial reporting processes as they apply to Airport revenue;~~
- ~~Comprehensive knowledge of FAA Airport Improvement Program processes and procedures;~~
- ~~Comprehensive knowledge of Airport/Airline Rates and Charges processes and procedures;~~
- ~~Thorough knowledge of current principles, practices and ethics used in receiving, disbursing, depositing and securing large amounts of public funds;~~
- ~~Thorough knowledge of balance sheet and income statement transactions;~~
- ~~Thorough knowledge of the principles and practices of personnel administration within the public sector;~~
- *Thorough knowledge of aviation management, including development and implementation of safety, security and facility leasing programs involving every aspect of operating a certificated air carrier Airport;*
- *Thorough knowledge of all State and Federal regulations regarding operating a certificated air carrier Airport;*
- *Thorough knowledge of the air service needs of the Airport's service area;*
- *Thorough knowledge of Airport operational area;*
- *Thorough knowledge of marketing the services and facilities of a major certificated air carrier Airport;*
- *Thorough knowledge of current principles and practices of public and business administration;*
- *Thorough knowledge of budgetary principles within a municipality and the knowledge to establish a rate making system to recover costs;*
- *Thorough knowledge of FAA regulations;*
- *Ability to facilitate teamwork, resolve conflicts, and help motivate employees;*
- 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 *Business Administration*, Public Administration, Accounting, Finance, or related field; and
- ~~Five years of Experience in Accounting, including Airport and Municipal accounting, preferably with a CPA accreditation~~ *Considerable experience in Airport management in the area of assigned specialty; 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, 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 observe a wide variety of written 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 have access within both the general office environment and to all applicable areas of the Airport.

Approved by: _____

Date: _____

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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	Assistant Airport Director (Public Relations and Air Service Development and Marketing)
Class Code Number	3110 - 25

General Statement of Duties

Plans, organizes and directs ~~the operations of an assigned division of the Airport;~~ programs, initiatives and activities designed to promote the retention and expansion of domestic and international air service and cargo; directs marketing and public relations efforts; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to ensure assigned division is operating safely, completely and efficiently. The work is performed under the supervision and direction of the Airport Director, but extensive leeway is granted for the exercise of independent judgement and initiative. Supervision may be exercised over the work of employees in a variety of professional, technical, clerical, and/or skilled and unskilled workers. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with Federal, State, City, and other government officials, members of various boards, City employees, business and community groups, airport tenants, media and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (illustrative only)

- Plans, organizes and directs, ~~coordinates and supervises~~ activities related to the assigned ~~Division;~~ comprehensive air service and route development, marketing and public relations strategies and initiatives;

- Provides proactive leadership while directing development and implementation of comprehensive marketing and public relations campaigns and programs;
- Identifies new opportunities for expanding air service offerings;
- Conducts quantitative analysis of air service market conditions, passenger and/or cargo volumes, traffic flows, airline yields, demographic profiles and forecasts;
- Develops air service presentations for domestic and international airlines;
- Establishes and maintains professional relationships with airline officials, airports, aviation organizations and associations;
- Serves as an airport spokesperson with local, regional and national media;
- Monitors federal and state laws that impact or impede the airport's ability to operate and develops strategic action plans to address issues of importance;
- Works in concert with airport's air service consultants;
- Maintains updated databases of aviation industry contacts;
- Writes policies and procedures for assigned Division;
- Prepares, defends, and administers Division budget;
- Analyzes Division needs and recommends solutions within the Division;
- Acts as an airport management representative as appropriate;
- ~~Negotiates various leases and service contract agreements;~~
- ~~Plans, directs, coordinates and supervises all activities related to marketing and Airport and its services;~~
- ~~Develops all marketing materials, including brochures, newsletters, advertisements, premium items and related;~~
- ~~Develops high level correspondence and communications;~~
- ~~Serves as the Airport Director during an absence;~~
- ~~Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;~~
- Operates Division in compliance with all local, State, and Federal guidelines relevant to airport management and operations;
- 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;
- 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 accounting, engineering, public relations, marketing, or finance relevant to the operation of a commercial carrier Part 139 Airport;~~
- ~~Comprehensive knowledge of principles, practices, concepts and techniques used in air service development, including domestic/international passengers and air cargo;~~
- ~~Comprehensive knowledge of marketing, advertising and public relations principles and best practices;~~

- ~~Thorough knowledge of aviation management, including development and implementation of safety, security and facility leasing programs involving every aspect of operating a certificated air carrier Airport~~
- *Thorough knowledge of market trends, economic conditions and airline business economies in the aviation industry;*
- *Thorough knowledge of research methods and analytical techniques;*
- Thorough knowledge of local, state and federal governmental structure and operations;
- Thorough knowledge of the air service needs of the airport's service area;
- Thorough knowledge of FAA regulations;
- ~~Thorough knowledge of Airport operational area;~~
- ~~Thorough knowledge of marketing the services and facilities of a major certificated air carrier Airport;~~
- ~~Thorough knowledge of current principles and practices of public and business administration;~~
- ~~Thorough knowledge of budgetary principles within a municipality and the knowledge to establish a rate making system to recover costs;~~
- *Ability to travel independently both domestically and internationally;*
- *Ability to plan, develop and implement comprehensive air service development and marketing strategies;*
- Ability to facilitate teamwork, resolve conflicts, and help motivate employees;
- Ability to communicate effectively with *the media and* 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 Business Administration, Public Administration, Airport Management or a related field; and
- ~~Considerable experience in Airport management in the area of assigned specialty; or~~
- Considerable progressive aviation industry experience in airline route planning and scheduling, marketing and/or yield revenue management; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- None.

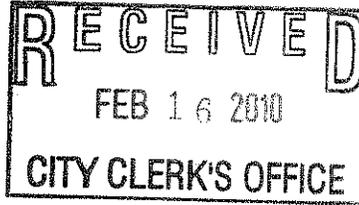
Essential Physical Abilities

- 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 observe a wide variety of written 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 have access within both the general office environment and to all applicable areas of the Airport.

Approved by: _____ Date: _____



Mark P. Brewer, A.A.E.
Airport Director



One Airport Road
Suite 300
Manchester, NH
03103-3395
Tel: 603-624-6539
Fax: 603-666-4101
www.flymanchester.com

February 16, 2010

Alderman William P. Shea, Chair
Human Resources and Insurance Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Airport Position Requests

Dear Alderman Shea and Committee members,

The airport respectfully requests the approval for two position requests. First, the creation of a new Airport Chief Financial Officer (CFO) position and, second, a name change of an existing position.

As you are aware, there are many challenges, rules and regulations within the Aviation industry; many of them are financial. The proposed new CFO position will continue to be responsible for the financial operations of the airport but will also have an expanded role to become more strategic on investment and internal financial policies. The new CFO position, at Grade 25, will also be at the same level as the other senior level personnel at the airport.

The Airport also respectfully requests a name change and class specification modification for the current position of Assistant Airport Director for Public Relations and Marketing. The request is to rename the position, Assistant Airport Director of Air Service Development and Marketing. Along with the title change is a realignment of the position priorities to more accurately reflect the needs of the airport going forward. There is no requested change in the pay grade for this position.

Attached are the two job Class Specifications coordinated and approved by the Human Resources Director.

Thank you, in advance, for your consideration of this request

Sincerely,

A handwritten signature in black ink, appearing to read 'M.P. Brewer'.

Mark P. Brewer, A.A.E.
Airport Director

Cc: Theodore Gatsas, Mayor
Jane E. Gile, Human Resources Director
Bill Sanders, City Finance Manager

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	Airport Chief Financial Officer
Class Code Number	9926-25

General Statement of Duties

Plans, organizes and directs financial operations for the Airport Enterprise fund; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to ensure fiscal integrity within all areas of airport enterprise fund operations. The work is performed under the supervision and direction of the Airport Director, but extensive leeway is granted for the exercise of independent judgement and initiative. Supervision is exercised over all financial and accounting personnel within the Airport. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with Federal, State, City, and other government officials, members of various boards, City employees, business and community groups, Airport Tenants, and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (illustrative only)

- Plans, directs, coordinates and supervises activities related to the Aviation Division;
- Writes policies and procedures for Aviation Division;
- Prepares, defends, and administers Division budget;
- Analyzes needs and recommends solutions within the Division;
- Acts as an Airport representative as appropriate;

- Operates Division in compliance with all local, State, and Federal guidelines relevant to Airport management and operations;
- Advises the Airport Director and other senior airport personnel on funding status, availability of funds and related operating and capital budget matters;
- Oversees the forecasting, identifying, formulating, managing and procuring of financing for the capital budget;
- Oversees the requisition and purchase of goods, services and equipment for the Airport;
- Reviews the Airports financial statements and accounting reports for appropriateness and accuracy;
- Reviews, develops and makes recommendations on ~~Responsible~~ for the Passenger Facility Charge Program (PFC) and the Customer Facility Charge Program (CFC) as well;
- Key member in the issuance of financing structures to support the Airport's capital demands, including coordination with rating agencies and bond counsel;
- Primary point of contact with airlines and tenants in regards to rates and charges;
- Develops high level correspondence and communications;
- Develops, monitors and manages the Airport's Capital Improvement Program Budget and funding program;
- Develops and oversees Requests for proposals (RFP's) for financial consultants, as needed; ~~for example, in regards to the Federal PFC program, rates and charges setting with the airlines, and for any other professional aviation financial services;~~
- Develops high level internal fiscal policy recommendations for large enterprise fund;
- Oversees compliance with the financial provisions of the City's General Airport Revenue bond resolution and supplementals, including the Operation and Maintenance reserve requirements, etc.
- 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)

- Comprehensive knowledge of generally accepted accounting principles
- Comprehensive knowledge of accounting, engineering, marketing, or finance relevant to the operation of a commercial carrier Part 139 Airport;

- Thorough knowledge of aviation management, including development and implementation of safety, security and facility leasing programs involving every aspect of operating a certificated air carrier Airport;
- Thorough knowledge of all State and Federal regulations regarding operating a certificated air carrier Airport;
- Thorough knowledge of the air service needs of the Airport's service area;
- Thorough knowledge of Airport operational area;
- Thorough knowledge of marketing the services and facilities of a major certificated air carrier Airport;
- Thorough knowledge of current principles and practices of public and business administration;
- Thorough knowledge of budgetary principles within a municipality and the knowledge to establish a rate making system to recover costs;
- Thorough knowledge of FAA regulations;
- Ability to facilitate teamwork, resolve conflicts, and help motivate employees;
- 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 Business Administration, Public Administration or a related field; and
- Considerable experience in Airport management in the area of assigned specialty; or

Required Special Qualifications

- Certified Public Accountant, Certified Financial Analyst, 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 observe a wide variety of written 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 have access within both the general office environment and to all applicable areas of the Airport.

Approved by: _____ Date: _____



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	Assistant Airport Director (Air Service Development and Marketing)
Class Code Number	3110 - 25

General Statement of Duties

Plans, organizes and directs programs, initiatives and activities designed to promote the retention and expansion of domestic and international air service and cargo; directs marketing and public relations efforts; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to ensure assigned division is operating safely, completely and efficiently. The work is performed under the supervision and direction of the Airport Director, but extensive leeway is granted for the exercise of independent judgement and initiative. Supervision may be exercised over the work of employees in a variety of professional, technical, clerical, and/or skilled and unskilled workers. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with Federal, State, City, and other government officials, members of various boards, City employees, business and community groups, airport tenants, media and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (illustrative only)

- Plans, organizes and directs comprehensive air service and route development, marketing and public relations strategies and initiatives;

- Provides proactive leadership while directing development and implementation of comprehensive marketing and public relations campaigns and programs;
- Identifies new opportunities for expanding air service offerings;
- Conducts quantitative analysis of air service market conditions, passenger and/or cargo volumes, traffic flows, airline yields, demographic profiles and forecasts;
- Develops air service presentations for domestic and international airlines;
- Establishes and maintains professional relationships with airline officials, airports, aviation organizations and associations;
- Serves as an airport spokesperson with local, regional and national media;
- Monitors federal and state laws that impact or impede the airport's ability to operate and develops strategic action plans to address issues of importance;
- Works in concert with airport's air service consultants;
- Maintains updated databases of aviation industry contacts;
- Writes policies and procedures for assigned Division;
- Prepares, defends, and administers Division budget;
- Analyzes Division needs and recommends solutions;
- Acts as an airport management representative as appropriate;
- Operates Division in compliance with all local, State, and Federal guidelines relevant to airport management and operations;
- 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;
- 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 principles, practices, concepts and techniques used in air service development, including domestic/international passengers and air cargo;
- Comprehensive knowledge of marketing, advertising and public relations principles and best practices;
- Thorough knowledge of market trends, economic conditions and airline business economics in the aviation industry;
- Thorough knowledge of research methods and analytical techniques;
- Thorough knowledge of local, state and federal governmental structure and operations;
- Thorough knowledge of the air service needs of the airport's service area;
- Thorough knowledge of FAA regulations;
- Ability to travel independently both domestically and internationally;
- Ability to plan, develop and implement comprehensive air service development and marketing strategies;
- Ability to facilitate teamwork, resolve conflicts, and help motivate employees;

- Ability to communicate effectively with the media and 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 a computer using standard or customized software applications;
- 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 Business Administration, Public Administration, Airport Management or a related field; and
- Considerable progressive aviation industry experience in airline route planning and scheduling, marketing and/or yield revenue management; 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 observe a wide variety of written 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 have access within both the general office environment and to all applicable areas of the Airport.

Approved by: _____ Date: _____

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

“Amending Sections 33.024, 33.025, & 33.026 Assistant Airport Director (Air Service Development & Marketing) 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:

Update Class Specification of Assistant Airport Director (Public Relations & Marketing) to Assistant Airport Director (Air Service Development & Marketing), Class Code 3110

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

Update Class Specification of Assistant Airport Director (Public Relations & Marketing) to Assistant Airport Director (Air Service Development & Marketing), Class Code 3110

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows

Update Class Specification of Assistant Airport Director (Public Relations & Marketing) to Assistant Airport Director (Air Service Development & Marketing), Class Code 3110 exempt

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

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

“Amending Sections 33.024, 33.025, & 33.026 (Airport Chief Financial 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 33.024 CLASSIFICATION OF POSITIONS be amended as follows:

Reclassify Airport Financial Manager, Class Code 9926

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

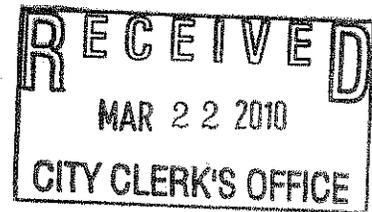
Reclassify Airport Financial Manager, Class Code 9926
Grade 24, to a Grade 25

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows

Reclassify Airport Financial Manager, Class Code 9926 to Airport Chief
Financial Officer 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

March 22, 2010

Alderman William Shea, Chair
Human Resources and Insurance Committee
One City Hall Plaza
Manchester, NH 03104

Dear Chair Shea:

It was recently brought to my attention that the action of the BMA on 11/7/01 adopted the following recommendation of the Human Resources/Insurance Committee. The action reads as follows:

“The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the City pay the full cost of medical and dental insurance for those employees involuntarily called to active duty between now and June 30, 2002 for a period not to exceed 12 months.”

The City has continued to have employees called to active duty and has applied the benefit consistent with the intent of the BMA action. However, based on the wording of the previously adopted language, it is recommended that the reference to June 30, 2002 be deleted and in its stead the following language be used:

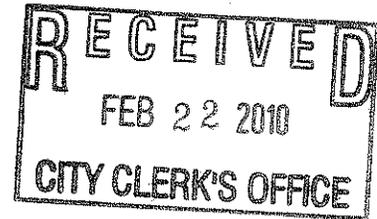
“The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the City pay the full cost of medical and dental insurance for a period not to exceed 12 months, for those employees involuntarily called to active duty.”

Respectfully submitted,

Jane E. Gile
Human Resources Director

3/2/10 Tabled

Jane Gile
Human Resources Director



CITY OF MANCHESTER Human Resources Department

February 8, 2010

Alderman William Shea, Chair
Human Resources and Insurance Committee
City of Manchester, NH 03101

RE: *Volunteers and Unpaid Student Interns*

Dear Alderman Shea:

Attached is a copy of the proposed policy for the City of Manchester relative to the use of Volunteers and Unpaid Student Interns.

Background: Recently, a department head wanted to use a volunteer in their office to perform certain functions. The only policy that HR was able to retrieve was a policy that dated back to 1993. At that time, the City had a relationship with two area non-profits that secured volunteers in municipal services. Neither of the agencies exists today. The proposed policy covers private individuals volunteering for the City and City employees who volunteer. It also covers the use of unpaid student interns in city departments. It is the understanding of HR that departments are using volunteers and unpaid student interns; although there is no formal process to insure that their use is in compliance with state and federal law, notwithstanding that the appropriate background checks have been conducted relative to the placement of volunteers in city services. While volunteers provide invaluable service to the City of Manchester, it is important that the City manages its risks by conducting proper screening and placement of approved applicants.

Further, it is understood that volunteer service assignments in the City of Manchester must not replace work performed by a paid employee or bargaining unit member.

Recommendation: That the policy on Volunteers and Unpaid Student Interns be adopted.

Sincerely,

Jane E. Gile
Human Resources Director

VOLUNTEERS AND UNPAID STUDENT INTERNS

To insure our compliance with state and federal law, the City of Manchester has established the following procedure to follow when using the services of volunteers and unpaid student interns.

VOLUNTEERS

Volunteers may fall into one of two categories, defined as follows:

- 1) Private Individuals Not Employed by the City: The volunteer is an individual who is not employed by the City of Manchester or any other government agency. The volunteer donates hours of service for civic, charitable or humanitarian reasons. The services are performed without promise, expectation, or receipts of compensation for services rendered, and are free from coercion or pressure. The volunteer assists staff with a specific task, limited only by prudent judgment and by legal and ethical considerations.
 - a. A *Volunteer Request* must be completed by the department and forwarded to Human Resources (Appendix A).
 - b. The volunteer must complete a *Volunteer Application* (Appendix B).
 - c. The supervisor or department head must obtain three favorable references for each private volunteer.
 - d. A criminal background check is required for each volunteer who works with youth, elderly or disabled individuals.
 - e. A motor vehicle check is required for each volunteer whose duties involve driving a vehicle.
 - f. Once approved, the volunteer and Department Head sign the *Volunteer Waiver* (Appendix C). A copy is filed with HR before volunteer services begin.

- 2) City of Manchester Employees: City of Manchester employees who volunteer to perform services for the City of Manchester are considered volunteers if:
 - a. They receive no compensation or are paid only reasonable benefits, nominal fees, or for expenses to perform the volunteers services; and
 - b. They are performing services unlike those for which they normally would be employed.
 - c. They complete the *Volunteer Service Statement & Agreement* available from and to be returned to the HR Department (Appendix D).
 - d. A favorable recommendation must be obtained from the employee's department head and/or division head.
 - e. A criminal background check and/or motor vehicle check is required if indicated by the type of volunteer service rendered.Employees who meet the above criteria are not eligible for overtime pay resulting from the volunteer work. Individuals who do not meet the above criteria are considered employees, not volunteers, and must be compensated as employees.

UNPAID STUDENT INTERN/TRAINEE

An unpaid student intern means a college or university student who chooses to intern at the City of Manchester. It may also mean a high school student whose program is registered with the NH Department of Labor in accordance with RSA 279:22-aa, High School and Post Secondary Students, Rule 805. An unpaid student intern/trainee performs services primarily for his or her own benefit, does not displace a regular employee, does not provide an "immediate advantage" to the City; and is not entitled to a job. Student trainees, such as interns, are considered volunteers and are not City of Manchester employees. Interns receiving compensation for work performed are considered temporary employees, thus departments must adhere to hiring procedures.

For an individual to be considered an unpaid intern, criteria a. through f. must be met. If any of these conditions are not met, the student is not considered an intern under federal law. Instead, an employer-employee relationship may exist, and the student should receive compensation.

- a. The training, even though it involves actual City operations, is similar to that given at a vocational school. This does not mean that formal classes must be offered; however, students should be given a formal orientation to familiarize them with the department/division and with the types of tasks/issues handled.
- b. Training is for the benefit of the student. Students must be given substantive learning activities rather than routine office tasks, such as copying or running errands. Students/interns must not be used as substitutes for paid workers.
- c. The student does not displace regular employee, but works under close supervision. At least one staff person is assigned to supervise the student in the performance of the assigned tasks.
- d. The department that provides the internship/training derives not immediate advantage for the unpaid intern/trainee's activities and, occasionally, its operations may actually be impeded. Department staff members should expect to spend time providing instruction, supervision and feedback to the student to maximize his/her learning experience.
- e. The student is not entitled to a job at the end of the training.
- f. Both the student and the department understand that the student is not entitled to wages for the time spent training.

In addition to the federal requirements listed above, the following also must be met:

- a. The student intern/trainee must meet with the supervising employee(s) and/or the department head to discuss expectations and reach agreement on schedule, scope of work, supervision, evaluation and any and all other requirements pertinent to the unpaid internship.
- b. The supervising employee and/or department head must understand what the specific requirements of the school's internship program are.
- c. The supervisor or department head must obtain one favorable reference for each unpaid student intern/trainee. A sample reference form is attached (Appendix E).

- d. The supervisor must train the unpaid student intern/trainee in specific tasks, as well as in City policies, rules, regulations and safety procedures.
 - e. A criminal background check is required for each unpaid student intern/trainee who works with youth, elderly or disabled individuals.
 - f. A motor vehicle check is required for each unpaid student intern/trainee who duties involve driving a vehicle.*
 - g. Once the unpaid student internship is approved, the student and Department Head sign the *Student Intern/Trainee Volunteer Waiver* (Appendix C). The form is to be returned to Human Resources before the internship begins.
- *Student interns/trainees may receive mileage reimbursement only for City of Manchester activities that require the use of their own vehicles. Interns under the age of 18 are not allowed to use personal vehicles for City business.

VOLUNTEER SERVICE ASSIGNMENTS MUST NOT REPLACE WORK PERFORMED BY A PAID EMPLOYEE OR BARGAINING UNIT MEMBER.

Jane Gile
Human Resources Director



CITY OF MANCHESTER Human Resources Department

VOLUNTEER REQUEST

This request will be kept active until you notify us of any changes in its status. It will be shared with potential volunteers who contact us. The decision to accept or refuse a referring volunteer is solely the responsibility of the agency requesting volunteer assistance.

PLEASE USE A SEPARATE REQUEST FORM FOR EACH VOLUNTEER ASSIGNMENT

Department _____

Address _____ Phone _____

Name of volunteer's supervisor _____

Volunteer assignment title _____

Location of volunteer assignment: _____ Dept _____ Other _____

Minimum age _____ Number of volunteers needed _____

Is there a minimum commitment you would like for this assignment?
_____ No _____ Yes - _____ 1-3 months _____ 3-6 months _____ 6 months-1 year

Start date _____ Ending date _____

Please describe, in detail, the volunteer service assignment. List specific tasks and duties. Specify type of office equipment to be used. (Attach additional sheet if necessary.)

CONTINUED ON OTHER SIDE

Are there any qualifications required? (Educational experience, skills, etc.)

Does this position require screening?
If yes, please explain.

Please check the days and times you need a volunteer for this assignment.

	MORNING	AFTERNOON	EVENING
Monday	_____	_____	_____
Tuesday	_____	_____	_____
Wednesday	_____	_____	_____
Thursday	_____	_____	_____
Friday	_____	_____	_____
Saturday	_____	_____	_____
Sunday	_____	_____	_____

Benefits (Check all that apply.)

- Specialized training
 - Recognition event
 - Free parking
 - Letter of recommendation
- _____ Other (please specify)

THIS VOLUNTEER SERVICE ASSIGNMENT WILL NOT REPLACE WORK PERFORMED BY A PAID EMPLOYEE OR BARGAINING UNIT EMPLOYEE.

Authorized Signature _____ Date _____

(for office use)

_____ Approved by City of Manchester Human Resources Department

_____ Date

I have read, and understand, the volunteer service assignment described above.

Volunteer's signature

Date



HUMAN RESOURCES DEPARTMENT VOLUNTEER APPLICATION
 ONE CITY HALL PLAZA CITY OF MANCHESTER NH
 MANCHESTER, NH 03101-4000 EQUAL OPPORTUNITY EMPLOYER
 Tel: (603) 624-6543 TTY/Voice Fax: (603) 628-6065
www.ManchesterNH.gov Applicant Please Complete ▶

NAME: _____
 ADDRESS: _____
 CITY/STATE: _____
 ZIP: _____
 DATE: _____
 PHONE: _____
 SS#: _____

All statements made by applicants for employment on this application form will be checked for accuracy. We offer equal employment to all persons without regard to race, color, religion, age, sex, national origin, disability, marital or veteran's status or any other legally protected status.

Volunteer Position Title:

_____ Full-time _____ Part-time _____ Temporary _____

Are you at least 18 years of age? Yes ___ No ___ Are you a US citizen? Yes ___ No ___

If not, do you have the legal right to work in the US? Yes ___ No ___

Have you ever worked for the City of Manchester? Yes ___ No ___ If yes, When? _____

What Department? _____ Supervisor _____

Are you currently employed? Yes ___ No ___ Why do you wish to volunteer? _____

TYPE OF SCHOOL	NAME AND ADDRESS OF SCHOOL	COURSE MAJOR	CIRCLE LAST COMPLETED YR	GRADUATE?	LIST DEGREE
HIGH SCHOOL			9 10 11 12	<input type="checkbox"/> Y <input type="checkbox"/> N	
TRADE/TECHNICAL			1 2 3 4	<input type="checkbox"/> Y <input type="checkbox"/> N	
COLLEGE			1 2 3 4	<input type="checkbox"/> Y <input type="checkbox"/> N	
POST GRADUATE			5 6 7 8	<input type="checkbox"/> Y <input type="checkbox"/> N	

Provide additional information such as special skills, equipment operation, languages, supervisory experience, training or other qualifications helpful to us in considering you for this position.

List other volunteer experiences, if applicable.

Agency Name _____ From _____ To _____

Address _____ Hours per week _____

Duties _____

Agency Name _____ From _____ To _____

Address _____ Hours per week _____

Duties _____

Have you ever been convicted of any crime/s that were not annulled in a court? (List all except minor traffic violations such as parking tickets) Yes ___ No ___ If yes, state citations, dates, courts and places where offense/s occurred _____

Valid Motor Vehicle Operator's License? Yes ___ No ___ What State? _____

Do you possess a Commercial Driver's License? Yes ___ No ___ Which? _____ What State? _____

List other valid licenses, registrations or certificates you possess _____

WORK EXPERIENCE (start with most recent or current employer and work back at least ten years). Resumes may be attached, but not in lieu of completing this section. If more space is needed, complete and attach a separate page.

Current Employer _____ Tel. # _____ Part time ___ Full Time ___
Address _____ Date Hired _____ Date Left _____
Supervisor (Name/Position) _____ Number of People You Supervise _____
Job Title _____ Duties _____
Reason for leaving _____

Previous Employer _____ Tel. # _____ Part time ___ Full Time ___
Address _____ Date Hired _____ Date Left _____
Supervisor (Name/Position) _____ Number of People You Supervise _____
Job Title _____ Duties _____
Reason for leaving _____

Previous Employer _____ Tel. # _____ Part time ___ Full Time ___
Address _____ Date Hired _____ Date Left _____
Supervisor (Name/Position) _____ Number of People You Supervise _____
Job Title _____ Duties _____
Reason for leaving _____

Have you ever been discharged or asked to resign from any job? Yes ___ No ___ Explain _____

Please provide three references (one personal and two professional). Please include name, address and phone number where they can be reached.

APPLICATION AGREEMENT AND CERTIFICATION

I certify that the information given by me in this application is accurate and true to the best of my knowledge. My signature indicates authorization for the City of Manchester to check references and verify the above information.

SIGNATURE _____ DATE _____

Jane Gile
Human Resources Director



**CITY OF MANCHESTER
Human Resources Department**

STUDENT TRAINEE/INTERN AND/OR VOLUNTEER WAIVER

I certify that I am offering my services to the City of Manchester on a volunteer basis. I understand that I will receive no pay, benefits, or other privileges of employment of any kind for my services. I further understand that I am not eligible for unemployment compensation benefits when my volunteer assignment ends. I also certify that I have not been promised and have no expectation that I will receive a paid position as a result of my volunteer work.

I certify that I am a student at _____ and that I intend that the proposed volunteer work be counted as academic course credit toward a recognized degree plan at this institution. However, I understand I must complete the work in a satisfactory manner and meet all requirements of the course to receive credit.

Name	Department Assigned
Signature of Volunteer	Signature of Department Head
Date	Date

7-9

City of Manchester
New Hampshire

Volunteer Service Statement & Agreement

Date _____, 201__

I make this Statement and Agreement in order to provide, and be authorized to perform, the following uncompensated services to my community:

_____ under the direction of
nature & scope of services

_____ between _____
Person with official oversight authority *time period in which work to be performed*

In performing the specified volunteer service, I acknowledge:

- that I am 18 years of age or older and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- that I have acquainted myself with what is required to perform those tasks and that I represent that I have the skill and ability to perform them;
- that I will perform the volunteer service in compliance with the standards and specifications established, or approved, by the City of Manchester and will honor the direction of the City of Manchester officials to suspend or terminate service.
- that I will be subject to a criminal background investigation, including fingerprinting as required by the State of New Hampshire, and a motor vehicle record check, if applicable.

Volunteer _____

Address _____

Telephone _____

Signature _____

REFERENCE REQUEST

STUDENT TRAINEE/INTERN CANDIDATE:

FOR CONSIDERATION AS: Unpaid Student Trainee/Intern in _____
Department

NAME/TITLE OF REFERENCE:

COMPANY/TELEPHONE:

-
-
1. What is/was your professional relationship with him/her?
 2. You were associated with him/her during what time period?
 3. What was his/her title?
 4. Did he/she have any problems doing the job as you (or the supervisor) wanted it done?
 5. What would you say are his/her strong points?
 6. Any areas you felt needed improvement?
 7. How did she/he stand among his/her peers in terms of his/her accomplishments?
 8. Did he/she initiate anything that was new or important?
 9. Was there anything that he/she failed to accomplish?

10. Did she/he get along with others?
11. Can she/he explain his/her ideas to supervisors, peers, and subordinates?
12. Can she/he listen?
13. How is he/she best managed?
14. How does she/he operate under pressure?
15. How hard did he/she work? How would you categorize his/her work habits?
16. What type of work do you feel she/he is best suited for?
17. (If applicable) Why did she/he leave your company?
18. Would you work with him/her again, given the opportunity? Why or why not?

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

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

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.

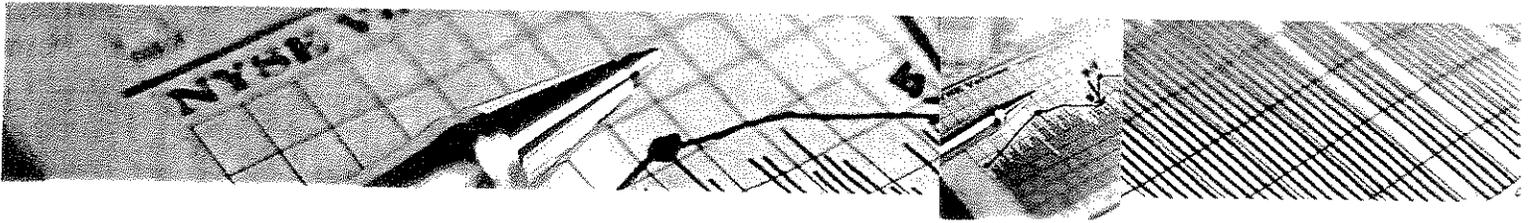
Innovative Asset Allocation and Fund Selection Methodology

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:

Mark Kowalczyk
MANAGING DIRECTOR

Telephone: 312-595-7280
mkowalczyk@mesirowfinancial.com

Brian Nash
VICE PRESIDENT

Telephone: 312-595-7283
bnash@mesirowfinancial.com

Jonathon Dues
REGIONAL MANAGER

Telephone: 312-595-7284
jdues@mesirowfinancial.com

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

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

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8-3

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: _____

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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 Janus Enterprise Janus Twenty Janus Worldwide Loomis Sayles Bond Managers AMG Skyline MFS Core EQ MFS High Income MFS Int'l New Discovery MFS Mass Investors MFS Utilities Oakmark Eq & Inc Oppenheimer Cap App Oppenheimer Global Putnam Global Equity Putnam High Yield Putnam Int'l new Opp Putnam Vista T. Rowe Price Growth Van Kampen Comstock Western Asset Core Bond General Account SSgA Russell 2000 SSgA Midcap Index SSgA S&P 500 SSgA Target date series	Moderate Allocation Mid-Cap Growth Large Growth World Stock Multisector Bond Small Value Large Blend High Yield Bond Foreign Small/Mid Growth Large Growth Utilities Moderate Allocation Large Growth World Stock World Stock High Yield Bond Foreign Large Growth Mid-Cap Growth Large Growth Large Value Intermediate-Term Bond Stable Value Small Blend Mid-Cap Blend Large Blend Target Maturity
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*Alternative investment options available on the Service Provider platform will also be considered as alternatives to those funds currently offered by the Plan Sponsor.