

COMMITTEE ON HUMAN RESOURCES/INSURANCE

March 4, 2008

6:00 P.M.

Chairman Gatsas called the meeting to order.

The Clerk called the roll.

Present: Aldermen Gatsas, Lopez, Pinard, Shea

Absent: Alderman Garrity

Messrs: D. Hodgen, H. Ntapalis, M. Roche

Chairman Gatsas addressed item 3 of the agenda:

3. Communication from Virginia Lamberton, Human Resources Director, requesting an amendment to Section 33.064(B)(2) of the Code of Ordinances which addresses sick leave benefits for Fire and Police Department employees.
(Note: Tabled 2/4/08 pending further drafting/info from Solicitor and HR; re-tabled 2/11/08. Updated communications, 2/26/08, enclosed from Harry Ntapalis, Risk Manager and Mike Roche, United Steelworkers of America.)

On motion of Alderman Lopez, duly seconded by Alderman Shea, it was voted to remove this item from the table for discussion.

Mr. David Hodgen, Acting Human Resources Director, stated we are back again at this meeting hoping that the Human Resources and Insurance Committee will recommend the adoption of the changes to the personnel ordinance that essentially would make the workers compensation language applicable to all of the City employees, and then require employees who are initially paid sick leave and subsequently paid workers compensation to pay back the sick leave benefits that they had already received. Other than that, the amendments to the ordinance only substitute the Human Resources and Insurance Committee for the Personnel Committee which was the title of the Committee a few years ago.

Chairman Gatsas stated I assume it was sent to all the labor unions and all the City department heads.

Mr. Hodgen stated yes.

Chairman Gatsas asked have you heard back?

Mr. Hodgen stated you folks have a copy of the cover memo?

Chairman Gatsas asked have you had any response from any of the unions in regards to it?

Mr. Hodgen stated I know Michael Roche is here tonight and he did respond and a copy of his letter, I think, is one of the last pages of the document, and I know he has asked to speak about it tonight. We did have some inquiries from the Fire Department for clarifications and so forth. I do think that there has been a typographical error in the ordinance for years. So, in paragraph (A), in the third line, it talks about benefits either by agreement and it says 'of award', but it really should say 'or award' there. We're talking about workers compensation benefits by agreement or 'by' award and not 'of'. Other than that, the City Solicitor's Office and I think the amendment is appropriate to be adopted. I do wonder sometimes if the Committee understands that, right now, the non-affiliated employees of the City are not entitled to supplemental pay, and with the amendment that was requested by the Committee, non-affiliated employees, Library employees, Airport employees, Welfare Department employees, will be entitled to workers compensation supplemental pay. They have not had that benefit since a previous Board amended this ordinance in 1994.

Chairman Gatsas stated and when you say the supplemental, let's be very clear what you're talking about. You're talking from 60% to 80%.

Mr. Hodgen stated yes, and in the case of Police and Fire, it's supplemented from 60% to 87%, but that has been the case all along. The amendments in 1994 did not change the benefit as far as Police and Fire employees are concerned. But yes, for everybody else, for the employees who are subject to Social Security payments, the supplement is 80%, where the workers compensation percentage is 60.

Chairman Gatsas asked and did you have any idea of what that additional cost may be to the City?

Mr. Hodgen stated I do not know how to predict that.

Chairman Gatsas asked does the Risk Manager have a rough estimate of what it may be as an additional cost?

Mr. Harry Ntapalis, Risk Manager, stated just roughing out the cost based on last year's submission to the Department of Labor on those people who had lost time from work and the 100 individuals that we went back and looked at for this Committee that are either receiving temporary total or temporary partial disability, it could be anywhere from \$80,000 to \$100,000 additional. Because last year's submission of what we spent on workers compensation in total included medicals of \$1.5 million. Out of the \$1.5 million, about \$950,000 is medical only. That's prescriptions, rehabilitation, surgeries and so forth. But \$400,000 of that \$1.5 million reflects lost time. So, if you added, above and beyond the 60%...

Chairman Gatsas asked how much of that lost time is related to Fire or Police?

Mr. Ntapalis stated let's take a look at the handout that I submitted a little earlier under separate cover and I'll look at the departments of Fire and Police. Actually, it's broken out by date, so Fire and Police are all throughout the handout, so without going back and actually double-checking...

Chairman Gatsas asked is it 50%?

Mr. Ntapalis stated my guess, between Fire, Police and Highway, which are the larger, would be about 50%.

Chairman Gatsas stated so, that number of \$400,000 goes to \$200,000, so the 20% is now \$40,000.

Mr. Ntapalis stated that's correct.

Chairman Gatsas stated so, the \$40,000 for supplemental pay, I don't think is a problem, if we can move this ordinance in the right direction. I don't know where the Committee stands on it.

Alderman Shea stated Mr. Ntapalis, do you think that that would be a justifiable choice?

Mr. Ntapalis stated initially when I looked at it, I wasn't certain until we did the exercise that you folks had asked us to do, and that was to look at the last 100 claims that go back to 2006 that were for lost time. On average, we've been near \$1.5 million in expenses for workers compensation for the total City payroll, including Schools of about \$170 million. Of that, a small percentage of that is for

lost time. When we looked at the numbers, my recommendation would be for that modest increase that it would be justifiable.

Alderman Lopez stated Harry, all these claims when somebody gets hurt, we do have policies and procedures as to the safety team, safety committee. Just walk me through so I can understand, just briefly.

Chairman Gatsas stated I don't have a problem coming back to this issue today. I just want to get the ordinance out of the way.

Alderman Lopez stated I do have another question. David, in Mike Roche's correspondence, the language is stricter than the proposed ordinance - that we have 30 days to pay it back. But you said, at the last meeting, an individual doesn't have to pay it back. You can't take it out of his pay. How is that different from what he's saying?

Mr. Hodgen stated by terms of the Water Works contract, there is language in that contract where the union has agreed that if an employee initially collects sick leave and subsequently is awarded workers compensation, they need to pay the sick leave benefit back within 30 days. Now, the notion that people don't have to pay things back stems from the fairly recent New Hampshire Supreme Court decision which was based in the ordinance. In my opinion, the benefit for folks at the Water Works is a contractual benefit subject to the contract language. The Supreme Court ruled that, in the case of the police supervisors, the benefit came from the City ordinance and not from their contract. I personally think the Court was wrong, but we still have the decision.

Alderman Lopez stated I'm just trying to understand to make sure I know the contract. But if we pass this ordinance, then that changes their contract? You said, not without negotiating?

Mr. Hodgen stated yes, I think either at the last meeting or the meeting before, somebody asked if this change to the ordinance would fix the problem and I think I said something to the effect, I thought it would be a good first step. I do not think that passing the ordinance, alone, will fix the problem with various unions in the City who will still contend that they are entitled to the benefit under the ordinance and that even if we change the ordinance, it does not change their benefit without negotiation. So, I think the first thing that needs to be done is to change the ordinance and then there will still be work to be done with the labor unions.

Alderman Lopez stated just as a comment, I think it's a fair ordinance for everybody.

Chairman Gatsas asked didn't I understand from the two police officers that were here that evening agreed that they didn't think the double dipping or the triple dipping is something that they thought was the right thing to do?

Mr. Hodgen stated yes, my memory of the two...it was a member of the Police Supervisors' Union and a member of the Police Patrolmen's Union. I think they agreed that people shouldn't be paid twice for the same day of work. I will tell you though, I don't know that that sentiment is shared by all of the unions in the City.

Alderman O'Neil stated Harry, did you happen to do an average on the days to determine – did you do an average on that? I notice many are in double digits, which, to me, is unacceptable. And I am aware that you have reached out to our third party administrator regarding that and I appreciate your efforts for that. But, if you look at this report...

Chairman Gatsas stated Alderman, I don't want to shut you off. We're going to come back and discuss this whole workers compensation issue. I'd just like to get the ordinance out of the way.

Chairman Gatsas stated so as I understand it, David, none of the unions have called you and said, we object to the ordinance.

Mr. Hodgen that is correct. The only correspondence we had from any of the unions is the correspondence from Michael Roche who is the president of the Steelworkers Union at the Water Works.

Mr. Michael Roche, President of Local Union #8938, Manchester Water Works, of the United Steelworkers of America, stated thank you Chairman Gatsas and members of your Committee. Union #8938 is an amalgamated union of Manchester Water Works and three other public utilities: Public Service Company of Nashua, Pennichuck Water Works and Aquarion Water. I am here this evening because I read a lengthy article three weeks ago in the Union Leader by Gary Rayno. I called him the following day and I was a little disturbed that in the article it stated that the Police and Fire were being singled out. I proceeded to tell him in the next ten minutes that my union negotiated a change back in 2002 that is stricter than what the proposed ordinance is. Furthermore, we would not be in these chambers this evening discussing a sick leave loophole if the City of Manchester did not wrongfully deny retired Lt. Jim Stankiewicz's workers compensation claim. Or if the City had negotiated the sick leave reimbursement changes in all union contracts, not just Water Works, in 2002. I feel the employees I represent have been the ones singled out and not anyone else. This

problem has existed for decades and your department heads should have been aware. This universal problem should have been modified when the eight City unions last negotiated collectively in 2002. The December 20th New Hampshire Supreme Court decision did, once and for all, clear up the question of jurisdiction. I have been before your Committee several times in the past and always told by the chief negotiator that I had no business being here because I had a collective bargaining agreement and the Manchester Code of Ordinance does not apply. Well, if you read the eight-page decision by the New Hampshire Supreme Court, you will see that he was wrong. The biggest victory for the City unions is finally putting that debate to rest. We can all thank Lt. Jim Stankiewicz for his perseverance. In closing, I would like to remind the Aldermen of Mayor Baines' last veto in December 2005 over the same issue. Seeing this is going to be the last time I'm publicly with the chief negotiator, I'd like to wish him a very good retirement and I will answer any questions.

Chairman Gatsas stated thank you for your comments. The singling out of Fire and Police is in the ordinance; that's why it was changed. We've addressed that. I certainly appreciate that the Water Works has instituted in its contract for its employees a 30-day payback. Seeing that the Water Works has accepted that, who knows in three years when we are renegotiating contracts that we don't put that in. Certainly, I think that's the fairest approach. I think that every employee should be entitled to whatever benefits are allowed to them by the State, and I don't think they should be paid three or four times for the same day.

Mr. Roche stated nor do I or I would not have agreed to it seven years ago.

Alderman O'Neil asked was 2002 the collaborative negotiation?

Mr. Roche stated that was the second one. As you remember, you were on the first one with Yarger-Decker which started in 1999.

Alderman O'Neil asked how did this particular item end up in only your contract?

Mr. Roche stated you'll have to ask the chief negotiator. He's the only person who knew what everyone else was doing.

Alderman O'Neil asked Mr. Hodgen, of all the contracts we have, how did it only end up in the Water Works?

David Hodgen responded you probably will recall that at the time of collaborative bargaining, we had collaborative issues which applied to all of the unions and we had so-called local issues which only applied to particular unions. The workers compensation supplemental pay was a local issue with the Water Works union

because, in 1995, as the result of an unfair labor practice complaint filed by them and other unions with the Public Employees Labor Relations Board, the Board ruled that, by virtue of past practice, the other unions were entitled to workers compensation supplemental pay, but because the Water Works contract referred to the ordinance and said, as amended from time to time, the Water Works union lost workers compensation supplemental pay as the result of the amendment in 1994. At the very next negotiation session, we agreed to give it back to them, but on a contract-by-contract basis. So, it came up for renewal every time a contract expired. The Water Works union made proposals to us in 2001, or thereabouts, to continue it for another contract. That, then, was a local issue proposed by the union, only specific to them, and not a concern City-wide at the time. That's how it came that the language was negotiated with the Water Works union but not with any of the other unions.

Alderman O'Neil stated David, I understand the specifics, but how is that only a local issue? I'm lost on that.

Mr. Hodgen stated by terms of their contract, the right to supplemental pay expired on the last day of their contract in 2002. Unless they negotiated the right to that benefit in their new contract, they wouldn't have it anymore. They made the proposal to continue that benefit in their next contract and that wasn't the first round of negotiations. We did that every round of them until recently.

Chairman Gatsas stated we've taken the first step in at least the double and triple dipping in this ordinance.

Alderman O'Neil stated I'm just curious why it has taken this long.

Mr. Roche asked Mr. Chairman, may I respond now since you gave David a chance.

Chairman Gatsas stated I can appreciate that but we're not going to have a debate about the issue. Any history that I'm sure you're very capable of giving Alderman O'Neil, you can give him a timeline of the history. But we're looking at a situation in front of us about workers compensation.

On motion of Alderman Shea, duly seconded by Alderman Pinard, it was voted to approve the ordinance as amended. There being none opposed, the motion carried.

Chairman Gatsas stated just so that I can give everybody...this is about the discussion when we had asked for the last 100 claims to be brought forward, to look at how long it has taken for people to get their compensation determined.

Harry, what is the normal determination of compensation in the private sector?
How long does that usually take?

Mr. Ntapalis responded it's regulated by statute and I have a copy...

Chairman Gatsas stated no, private sector, not public.

Mr. Ntapalis stated well, even in the private sector, it's up to 21 days. The adjusters, whoever is looking for an insurance company, or the self-insured claimant, whether or not there is compensability that is going to be awarded, they have up to a 21-day window. If they don't meet that 21-day window, that employer, private or public, is subject to fines that could go up to \$2,500 per day.

Chairman Gatsas stated I just wanted to make sure that everybody had that as groundwork, so go ahead.

Alderman Lopez stated without going into a lot of what is workers compensation, maybe you could enlighten us just a little bit as to the policies that we have established here in the City. I know we have a Safety Review Committee; I know we have a safety individual who follows up, and I know some procedures. Workers compensation is what it is. But, could you enlighten us what we do so we can get a better picture? The reason I ask is because tonight we wrote off another eight from last month on the Accounts Committee.

Mr. Ntapalis stated I appreciate the question and I'll give a very brief summary as to the procedure that's followed. Obviously, we follow the statute as a self-insured employer. We've been self-insured in the area of workers compensation since March of 1977. When a workers compensation situation takes place in any department...in other words, someone is hurt on the job or becomes ill on the job, that department has a window of five days to get information up to the Department of Labor. Now that it's done electronically, which is new over the past 18 months to two years, we expedite a form to the Department of Labor and notify our independent claims people. That usually takes place within a day of the injury. If you exceed that five-day window, you are subject to civil penalty. Once that occurs, the adjusters on the case have up to 21 days to either find a reasonable acceptance of the claim or to specifically deny it based on certain grounds. Now, this can happen in two ways. They're either waiting for medical documentation to determine whether or not you have compensability for this individual's claim, or the medical authorization form that is sent to the injured employee has not been followed up by that employee and sent in on a timely basis. That's what sometimes creates a delay. At the point in time by which the employee is notified whether their claim is accepted, that employee then has a 30-day window, if they don't like the decision and they've been denied, by which they can apply for a

hearing at the first level of the Department of Labor. Once that hearing takes place, if they're...

Chairman Gatsas interjected there's a five day - then there's 21. Is the 21 from the first day of injury report or from the 5th day?

Mr. Ntapolos responded the first day of injury.

Chairman Gatsas asked and the 30 days, is that's inclusive from the first day of injury?

Mr. Ntapolis responded 30 days from the time of notification. Once they're notified that their claim has been denied, at that point, they have 30 days to file for a hearing if they so desire. Once a hearing has been scheduled, a determination is made by a single hearings officer at the Department of Labor whether to accept the individual's claim for workers compensation benefits. More often than not, we average about 500 claims a year with a work force having well over 3,000 W-2 forms between the City of Manchester and the School District and the Enterprise Department. Of that, the vast majority are medicals only. People have first aid, they go to an emergency room, they have X-rays. There is a small amount, and as I said, as this Committee had requested to go back on the lost time claims, that's where the real money could be generated if people are out for a long time. Obviously, you're paying their salary. If they're out for a very long time, we're at times negotiating a settlement. But, if they are denied by the hearings officer, they have 30 days to appeal. So, there's one more place they can go. There's another 30-day opportunity to appeal the decision. The employer has the same ability. If the employer doesn't like the result of the lower level, they can appeal the decision of that hearings officer. In Concord, they're running probably four or five months, roughly, behind. So, if you file within the 30 days to have your claim on appeal, it can take up to four or five months before it is heard before an appeals tribunal. That is generally the final opinion. The only time it ends up in Supreme Court is if there's a question of law. And those are few and far between. That gives you kind of a brief summary of the procedure we follow.

Alderman Lopez stated I think a few years ago, when we started our Safety Review Committee...don't we tell employees, no matter what it is, to file a claim if they have a scratch. Don't we advocate that?

Mr. Ntapolis stated that's a good point, Alderman. What we were running into were situations which, by and large, have been limited now. There were instances by which that five-day window wasn't being met. Many times an employee gets hurt and figures, well, it's going to go away, only to find out there's an infection a little while later or they're having aches and pains and they've gone beyond that

period of time. So we did indicate, let the claims professionals triage, if you would, whether there's some real substance to the claim and file when you are injured or you become ill and you feel it's work related, file. It really doesn't cost us any more. The way we operate, it's a flat fee. So, whether 20 claims are filed in the course of a year or 1,000, we're not dealing with a per-claim cost.

Alderman Lopez stated to make sure we all know what our procedures are, there's a Safety Review Committee, is that correct?

Mr. Ntapalis stated yes.

Alderman Lopez asked would you explain how that fits into this?

Mr. Ntapalis stated back in 1994, we had received notice that any employer that has employees of over 20 individuals, and certainly the City of Manchester does, would be compelled at some point to demonstrate that they have a proper labor/management mix of a safety program. Since the inception in 1977, we already had a Safety Review Board made up of an Aldermanic representative, a School Board representative, a labor representative, a management representative, and three citizens of the City of Manchester, for a board that could actually vote – I'm an ex officio on that board – on issues that dealt with workers compensation and matters that required some additional review. That board meets once a month. It is empowered by ordinance and we had one in place prior to the Labor Department compelling us to have a program in place. Beyond that, we utilize loss prevention services from our claims administration, which is provided to us as part of the contract with no additional cost up to 200 hours. As you know, we also have a Safety Manager with the City of Manchester who devotes his time to safety. And beyond that, in the last decade, we established safety committees in each of the large departments, with an equal labor/management mix that goes far beyond the scope of what is required of us. That has helped to drop down the \$1.8/ \$1.7 million averages in expenses that we had probably a decade ago. At times, we're even under \$1 million in the course of a year, which is substantial.

Alderman O'Neil stated Harry, I guess you said the statute is 21 days. But when I look at the report, and I'm not being critical of you, Harry, I'm being critical of the City as an employer... We had 12 that were beyond 21 days, I guess in violation of the statute, based on the chart. In a 14-20 day period, we had 44. So, that's better than 50% of the employees on this list with two plus weeks for our third party administrator to make a determination. I understand there are factors, but it can't be that all those employees aren't filling out paperwork.

Mr. Ntapalis stated I think the front cover would probably clarify your concern.

Alderman O'Neil asked is that different from the numbers I just counted?

Mr. Ntapalis stated yes.

Alderman O'Neil asked then, Harry, how can you be giving us this chart if it's different?

Mr. Ntapalis stated I'm not sure the chart that you may have – do you have everything that the HR Committee received?

Alderman O'Neil stated it was part of the Committee agenda.

Mr. Ntapalis stated let me go by that, and first of all, if I may ask the City Clerk if they...

Alderman O'Neil stated Harry, mine is more of a point than a question. It doesn't look like we're doing everything we can to...

Mr. Ntapalis stated I'd like to address it, though. I mean, you raised it, it's a valid question. The statute is very, very clear that there are extenuating circumstances by which the Commissioner can grant an exception. I stated a little earlier that there are times where either a medical authorization hasn't been provided to our office or sometimes the physician's office hasn't transcribed the medicals. So, if we're in doubt...

Alderman O'Neil stated Harry, I don't mean to cut you off, but we're pushing 66%.

Mr. Ntapalis stated there are only five that have gone over 22 days.

Alderman O'Neil stated those are denials. I'm not saying denials.

Alderman O'Neil stated my point is from 21...Harry said the statute says 21. From 21 or more, there are actually 12. So, we're pushing the threshold if we're not in violation.

Mr. Ntapolos stated no, actually of the 100 claims you have before you, approximately 60% have been adjudicated at the very outset in fourteen days or less, 60%.

Alderman O'Neil stated Harry, the numbers don't add up that 60% are settled in less than 14 days. They don't add up.

Mr. Ntapalis stated and you have 21 days or less, 36 claims of the 100; in 22 days or less, which is one day over, you've only got five claims out of 100.

Alderman O'Neil stated I'm looking at it a little differently than you. I don't want to debate this, Mr. Chairman, but what I'm looking at is, we're not doing a very good job of getting these resolved. Some of it may be the employee...

Mr. Ntapalis stated I think the flip side is, if you were to turn it around and say we can do it a different way and what we could do is accept the claim prior to having any medical documentation, it's very difficult then to go back and find an employee wasn't entitled to a benefit.

Alderman O'Neil stated but my point is, is that high percentage of people missing that information? If that's the case, that means we're doing something wrong within our departments, then.

Mr. Ntapalis stated I'm looking at the same information that I handed out and the cover sheet shows that there's 60%. We went through and painstakingly...

Alderman O'Neil stated Mr. Chairman, I'll sit down with Mr. Ntapalis after the meeting and show him my Central High math.

Chairman Gatsas stated it says the compensation is the last column, the determination doesn't have anything to do with the City. It could be the Department of Labor.

Alderman O'Neil stated Harry has said it can be paperwork getting in.

Mr. Ntapalis stated it could be medical, it could be that the employee himself hasn't signed the medical authorization.

Alderman O'Neil stated to me, it's a high number and I'm concerned about it.

Mr. Ntapalis stated but there's nothing that would suggest that the claim service is very slow in doing what they need to. Actually, with the Department of Labor, they're one of the fastest claim services in delivering a result, either an acceptance or a denial, prior to going to a hearing, of any claim service in the State.

Alderman O'Neil stated Mr. Chairman, I could keep us here all night on this. I'll yield.

Chairman Gatsas stated I can only relate to the public sector, where the public sector has a very important factor of getting claims adjudicated very quickly

because modifications are affected and payments are affected. And I asked him to question that normal standard in the public sector, somewhere between 15 and 29 days, before you get a claim moving. And I can tell you that people are working probably more diligently and faster. The private sector is moving faster than the public sector.

Alderman J. Roy stated first of all, just a comment in the City's defense. Having experienced it many times, it's the medical community that isn't forthcoming with the information and it's difficult to get those forms in to you. My question to you, Mr. Ntapalis, is who developed this form?

Mr. Ntapalis stated that's the claim service IT people, based on the actual one-year period or the last 100, the most current 100 claims that you requested.

Alderman J. Roy stated then I will question the validity of this form, because, in my hand I have my own denial that was dated June 26, 2007, a denial from the Fire Department. And I can't find a denial from the Fire Department anywhere on this form. If my denial is missing from this last 100, how many others are missing?

Chairman Gatsas asked what was the date of your injury, Alderman?

Alderman J. Roy stated the date of the injury was June 7, 2007.

Mr. Ntapalis stated now, the only thing I can ask you is this: was your claim a medical only claim when you were denied or were you losing time? Were you out of work, Alderman, for your injury? Remember, these are lost time.

Alderman J. Roy stated no, I wasn't out of work and I thought that what we asked was for the list of the last 100 so we could see if there was systematic denial of the applicants.

Mr. Ntapalis stated, but you are looking for the last 100, from what I understood, of individuals on indemnity. You know, I could have given you...So that's why you don't appear there. That's why a lot of people don't appear because there were many, many medical denials and they won't appear here. It's only those that would have lost time, Alderman.

Chairman Gatsas stated because we were looking for the double dipping. If you want another report, if you want a follow-up report...

Mr. Ntapalis stated right, you can do that, also. But we were trying to correlate with, and I hate to use the word, but the double dip situation on the indemnity portion.

Alderman J. Roy stated my misunderstanding.

Chairman Gatsas asked do you want something else, Alderman Roy? Would you like those 100 claims, the last 100 denials?

Alderman J. Roy responded like I said the last time we met, what triggers this whole series of events, where we have a problem, is the denial. And in that lieutenant's case, in order to get up to \$17,000, that denial is an extensive period of time, and I just want to make sure that the employees are being treated fairly and that there isn't any type of systematic denial so that they all have to fight for what they should be getting.

Chairman Gatsas asked can you run a column or another report that shows us the last 100 cases and how many of those cases were denials?

Mr. Ntapalis asked including the medicals, Chairman? Sure, I'd be glad to do it. If you'd like, also, in very general terms, I could stipulate very briefly the claim at hand without getting into any details – the procedure that was followed.

Chairman Gatsas stated no, I don't think we need to get into that. If we can just get the denials for the medical.

Mr. Ntapalis stated okay, I could do that for your next meeting very easily.

Alderman O'Neil stated at some point though...I read the memo from Harry, February 26th, and he was forwarding a memo from the lawyer that represented the City. I'm wondering...at some point...and I'll gladly sit down with Harry and the other parties who were involved from the City, but it doesn't clear up for me who made the decision to not settle this. Somebody rolled the dice and I'd like to know who rolled the dice and we lost. I don't know if that's for a future discussion; it can be at the full Board level at some point. I'm not suggesting we take it up tonight.

Mr. Ntapalis stated I think the merits of what went into this strategy would really bear out that it would have to be done, more than likely, in a non-public session. There were extenuating circumstances.

Alderman O'Neil stated that's fine. I don't know if it should be discussed at the full Board because I think the results of that ruling could come back to bite us big time.

Chairman Gatsas stated let us do this: Let us have you prepare the next report for the next time we meet and we can go into executive session and we'll make all the Aldermen aware so they can participate or hear what the strategy was.

There being no further business, on motion of Alderman Shea, duly seconded by Alderman Lopez, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee