



## Wellfleet Board of Selectmen

Minutes of the Executive Session of September 12, 2017

Wellfleet Senior Center

(Minutes approved and released 10/24/17)

Present: Dennis Murphy, Chairman, Janet Reinhart, Vice Chair; Kathleen Bacon, Clerk; Jerry Houk, Helen Miranda Wilson; TA Dan Hoort, ATA Brian Carlson, Executive Assistant Michaela Miteva;

Purpose: Chairman Dennis Murphy had stated the purpose of the executive session in open session: Pursuant to G.L. c. 30A, to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares and that Board would not reconvene in open session.

1. To review the Wellfleet Communications Union grievance for a health insurance stipend denial to Eileen McCarthy. (*Postponed to September 12, 2017 per the Communications Union request*)
2. Cumberland Farms, Inc. v. Dennis Murphy, et al. as the Board of Selectmen, Land Court C.A. No. 17 MISC 000247 (KCL);

Murphy called the executive session to order 9:20 pm.

1. Review of the Wellfleet Communications Union Grievance for a health insurance stipend denial to Eileen McCarthy.

Legal Counsel Kareem Morgan, Eileen McCarthy and Ilene Davis were present for the grievance appeal. Hoort gave background information about his determination of ineligibility for the health insurance stipend. He asked the Board for their determination. Morgan, representing the Wellfleet Communications Union, gave some background information about McCarthy's employment history with the Town and the fact that for the past five years she has been getting this health insurance stipend which includes the time that she and her husband had both been employed by the Town. He requested that the health insurance stipend entitlement be reinstated and the read the relevant section from the Wellfleet Communications Union contract. He made three arguments as to why the 2017 health insurance stipend should be reinstated.

- 1) Eileen McCarthy is a Town of Wellfleet employee;
- 2) She is not receiving an individual health insurance plan, but is a beneficiary of a plan;
- 3) Eileen McCarthy has been receiving this for the past five years and so this is now a 'past practice.'

Morgan said that if the health insurance stipend is paid the Communications Union will be willing to rewrite the contract.

Bacon wanted to know the amount of the health insurance stipend. Bacon went over the health insurance plan options available. Reinhart stressed the fact that McCarthy is taking part of the Town's health insurance plan. Hoort explained the benefits of health insurance plan and the employee contribution of 35%. Discussion ensued about a mistake made rather than a past practice. The total stipend requested by McCarthy would be \$4, 192.50. Houk found that this request is a double dipping that benefits for McCarthy twice. Wilson wanted to know how many dispatchers are covered in this contract. The answer was five. She wanted to better understand where McCarthy's husband is working now. Wilson talked about the health insurance plans available to Town employees in the past. Wilson felt that this health insurance stipend was

an accounting mistake and did not feel it was appropriate to pay a health insurance stipend to McCarthy as well as the coverage she already receives because of her husband.

Murphy recapped the discussion. He wanted to find out if there was a mistake and to avoid setting a precedent. Bacon clarified that McCarthy's contract as a Wellfleet Communications Union employee stipulates this benefit of a health insurance stipend. Davis said the situation of having a husband and a wife both working for the Town had never come up in the past. Hoort will work with the Communications Union to change the contract language and will check with Town Counsel about the past practice vs the mistake issue. Wilson said the Board all needed to read the relevant sections of the contract before making a decision. Bacon was the only Board member who had already read those sections.

2. Cumberland Arms, Inc v Dennis Murphy, et al. as the Board of Selectmen. Land Court C.A.  
No. 17 MISC 000247 (KCL)

Hoort explained that this matter is on the executive session agenda per Helen Miranda Wilson's request. He expressed his opinion that changing the terms of the previously discussed agreement would demonstrate acting in good faith. Reinhart was concerned with having the fuel storage tanks left at the Wave gas station. Wilson said she had read copies of the minutes and there were some other things that came up during executive session related to this matter. Reinhart wanted to know if the BOS would accept the proposal tonight. Hoort read the email from Attorney Gregg Corbo dated September 11, 2017. The Board decided to not change their position as voted on June 13, 2017. Once the proposal is ready there will be an executive session to review the proposal and then the fuel storage tank application will be reviewed in open session.

In response to Wilson's concern about diesel being provided at the Cumberland Farms station Murphy said that diesel disappears in soil in six months, but gas is detectable forever. Many of the construction workers in Town are driving diesel vehicles and it would be useful for them to have diesel available in town.

Wilson read the motion voted by the Board on June 13, 2017 and the Board agreed to stand by that position. The review of the proposed Cumberland Farms contract would require a deadline to remove the storage tanks from the property. The discussion concluded with no action taken by the Board.

## **Adjournment**

**MOTION:** Wilson moved and Bacon seconded to adjourn the executive session at 10:30 pm. The motion passed by a roll call vote where Murphy, Wilson, Bacon, Reinhart and Houk each said "Aye".

Respectfully submitted,

Michaela Miteva  
Executive Assistant

### Executive Session Records Documents:

1. Grievance by Eileen McCarthy re Health Insurance Stipend Denial
2. Email from Atty Greg Corbo dated 9/11/17