

Wareham Fire District
Water Commissioner Meeting
2550 Cranberry Highway
Wareham, MA 02571
(508) 295-0450

Executive Session

January 5, 2026

Jay Tamagini, Chairman; John English, Vice Chairman; Rick England, Secretary

Present: Jay Tamagini; John English; Rick England; Roy Maher, Superintendent; Shane Lydon, Assistant Superintendent, Wendy Lemieux, Clerk/Treasurer

5:52

Jay Tamagini, Meeting called to order Under Exemption #2, Negotiations with non-Union personnel.

*** At the close of the regular meeting the Board of Water Commissioners shall enter Executive Session not to return to the regular meeting under Exemption #2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel. Exemption #3: To discuss the grievance regarding a member of Local 1249, if the chair declares that an open meeting may have a detrimental effect on the litigating body and not return to open session.**

RE: Exemption #2: Roy: The subject is the potential hiring of a retired employee after a period as a part time employee. Roy created and passed out a potential Employment Agreement (Attached). Local 1249 Union Rep has been contacted and has yet to reply.

Jay: He would be hired for 19 Hours.(2: 9 5hr days).

Money will come out of the Technician Line.

Wendy: Must post the position with a job description and follow normal procedures.

Roy stated he will post the position after the Pru Com approves.

6:20 RE: Exemption # 3: A Grievance was presented with regards to an employee not being paid for Holiday Pay and would like to be made whole. There appears to be a glitch in the 1249 Contract that needs to be corrected/amended. It was decided that it should be brought to the Prudential Committee for approval and should be added to the 1249 contract should the members of 1249 agree. (Grievance Attached)

6:40: John: Motion to Adjourn, Jay 2nd Rick, Yes; John, Yes; Jay, Yes

Respectively Submitted.

Richard H. England, Jr. Clerk

Minutes Reviewed and accepted on

Edward Tamagini, Chairman

Richard H. England, Jr.

3/30/2026

Edward Tamagini

MARCH 30 2026

Date: 1/7/26

To: Wade Sinclair (Grievant)

CC: Laurie Uva (Office Manager and Shop Steward)

Time: Grievance received from Grievant on 1/5/26

Re: Not being compensated for New Years Day

Response to Grievance Claim: DENIED

Below is a description about this case as I know them to the best of my knowledge that leads me to the approval of this grievance:

1. **Reference:** Per the Agreement between the Wareham Fire District and the Massachusetts Laborers District Council on behalf of Public Employees Local Union 1249 of the Laborers International Union of North America, AFL-CIO dated July 1, 2025 – June 30, 2028. Pursuant to Article XII HOLIDAYS It states: **"Employees will be provided with holiday pay for those holidays which fall on their regularly scheduled work day. Holiday pay will be prorated based on the average number of hours of their regular work day."**
2. **Findings:** Wade's scheduled workdays are Sunday through Wednesday. New Years Day fell on a Thursday which is not Wade's scheduled day. The way the agreement reads, the District is not entitled to pay Wade for the holiday.

Signed Roy A. Maher

Dated 1/7/26

Roy Maher

Water Superintendent

Wareham Fire District Water Department

GRIEVANCE FORM

(To be used in STEP 1 of the Grievance Procedure)

Submit in duplicate to:

Fire Department personnel – Chief Engineer

Water Department personnel – Water Superintendent

Clerk Treasurer personnel – Clerk/Treasurer

NAME OF GRIEVANT Wade Sinclair DATE 1/16/26

JOB TITLE Wulmont Plant Operator

DEPARTMENT ASSIGNED Waltham Fire District Water Dept

NAME OF IMMEDIATE SUPERVISOR Ray Maher

I elect to have this grievance processed by Local 1249, Laborers' International Union of North America, and have requested the Union to do so. (check one) yes ☒ no ☐

W. H. H.

Signature of Grievant

Ramona M. Peay

Signature of Union Representative

NOTE:

Grievant must sign this form. Signature of Union Representative should be affixed where grievant has elected to have Union process the grievance.

DATE GRIEVANCE OCCURRED 1/1/26 APPROXIMATE TIME 7:30 AM

MY GRIEVANCE IS: (include the provision(s) of the Contract violated and state briefly the general nature of your complaint and the facts giving rise to it)

I am not being compensated for a paid
holiday. I would like to be
paid for everything and all other articles
will apply. This falls under our Paid Holidays

DATE RECEIVED BY:

SUPERINTENDENT CHIEF ENGINEER/CLERK/TREASURER 1/6/26

R. A. M.
Signature of Supt./Chief Eng./C/T

GRIEVANCE FORM

(To be used in STEP 1 of the Grievance Procedure)

Submit in duplicate to:

Fire Department personnel – Chief Engineer

Water Department personnel – Water Superintendent

Clerk Treasurer personnel – Clerk/Treasurer

NAME OF GRIEVANT Wade Sinclair DATE 12/29/25

JOB TITLE Treatment Plant Operator

DEPARTMENT ASSIGNED Wareham Fire District Water Dept

NAME OF IMMEDIATE SUPERVISOR Ray Maher

I elect to have this grievance processed by Local 1249, Laborers' International Union of North America, and have requested the Union to do so. (check one) yes ☒ no ☐

W. Sinclair
Signature of Grievant

Laura M. Perry
Signature of Union Representative

NOTE:

Grievant must sign this form. Signature of Union Representative should be affixed where grievant has elected to have Union process the grievance.

DATE GRIEVANCE OCCURRED 12/25/25 APPROXIMATE TIME 7:30 AM

MY GRIEVANCE IS: (include the provision(s) of the Contract violated and state briefly the general nature of your complaint and the facts giving rise to it)

I am NOT being compensated for a paid district
Federal Holiday. I would like to be made whole
in everyway and all other articles that may
Apply - This Falls under our Paid Holidays Article.

DATE RECEIVED BY:

SUPERINTENDENT CHIEF ENGINEER/CLERK/TREASURER 12/31/25

Ray Maher
Signature of Supt./Chief Eng./C/T

Date: 1/2/26

To: Wade Sinclair (Grievant)

CC: Laurie Uva (Office Manager and Shop Steward)

Time: Grievance received from Grievant on 12/31/25

Re: Not being compensated for Christmas Holiday

Response to Grievance Claim: Approved

Below is a description about this case as I know them to the best of my knowledge that leads me to the approval of this grievance:

1. **Reference:** Per the Agreement between the Wareham Fire District and the Massachusetts Laborers District Council on behalf of Public Employees Local Union 1249 of the Laborers International Union of North America, AFL-CIO dated July 1, 2025 – June 30, 2028. Pursuant to Article XXIII HOLIDAYS it states: **"It is generally recognized that the following is a list of paid holidays as pertains to the Wareham Fire District: ...CHRISTMAS DAY"**
2. **Reference:** Below the list of holidays there is an additional statement: **"Employees will be provided with holiday pay for those holidays which fall on their regularly scheduled work day. Holiday pay will be prorated based on the average number of hours of their regular work day."**
3. **History & Past Practice:** The Maple Springs Water Treatment Plant was put fully online in 2021 with the eventual implementation of four 10-hour per day work weeks for two Operators. One Treatment Plant Operator (TPO) worked Sunday-Wednesday and the other Operator worked Wednesday-Saturday. When a holiday would fall on a day outside of the Operator's normally scheduled shift they were granted an observed holiday day during the same week. Operators have always been accommodating to the District by taking their observed holidays on a day that was beneficial to maintaining staffing coverage. That scheduling has been practiced since 2021.
4. **Findings:** I found a document Titled ***Items for Discussion in the District/1249 Union Negotiations – Dated 1/21/22 (AJC)*** generated by Andy Cunningham which states the following: **"Article XIII (page 6)- Add clarification needed for the two treatment plant operators who are now on a 4-10 hour day work week. The person who is NOT SCHEDULED to work on the Observed holiday will be given the scheduled Wednesday off within the same pay period week as their holiday. This Wednesday will be given to that one employee either for only a Monday or a Friday observed holiday. ***With**

When a non on call person is called in, they will receive a minimum of two hours of pay.

ARTICLE XI
LEAVE NOTICE

All employees of Local 1249, for planning purposes and fiscal responsibility, will make every effort to notify the Department Heads (Fire Chief and/or Water Superintendent) of their impending retirement six months in advance of their projected retirement date. This notification will assist the management and the employee with the contractual benefits that are to be received and alleviate an impact on the departments' operating budget.

ARTICLE XII
PERSONAL DAYS

Subject to forty-eight (48) hours advance notice and approval of the Department Head, which shall not be unreasonably withheld, an employee may take off two (2) days with pay per year to attend to a personal matter which cannot be attended to outside of work hours.

ARTICLE XIII
HOLIDAYS

It is generally recognized that the following is a list of paid holidays as pertains to the Wareham Fire District:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Floating Holiday
Juneteenth, June 19	Day after Thanksgiving (clerical only) in lieu of floating holiday

* A forty-eight hour notice must be given. Part-time employees to receive prorated benefits based on hours worked.

These holidays must be taken within the calendar year.

Employees will be provided with holiday pay for those holidays which fall on their regularly scheduled work day. Holiday pay will be prorated based on the average number of hours of their regular work day.

ARTICLE XIV

BEREAVEMENT LEAVE

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of a member of his/her immediate family and to relieve him/her of the concern over loss of earnings commencing with the date of death.

Bereavement leave may be granted by the Department Head, whose decision in each case must be based on the circumstances, for the following:

To a maximum of five (5) consecutive working days for the death of a spouse, parent, brother, sister, child, step-child, or live in domestic partner.

To a maximum of three (4) consecutive working days in the case of death of a grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

To a maximum of one (2) consecutive working day in the case of death of an aunt, uncle, niece or nephew.

ARTICLE XV

VACATION

The eligibility of regular employees to receive a vacation with pay within the current year shall be determined in accordance with the following schedule and will be based on the actual service attained in the previous calendar year with the District.

In recognition of their long service to the District, employees shall be granted an additional day each year starting with their fifteenth (15th) new hire date anniversary with a total accrual not to exceed twenty-five (25) work days.

A work day is defined as the equivalent to an employee's normal scheduled work day but not to exceed a maximum of an 8 hour day.

Employees appointed to bargaining unit positions prior to July 1, 2009, shall continue to receive the vacation benefits indicated above. Employees appointed after July 1, 2009,