

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

Executive Session
January 20, 2026

Jay Tamagini, Chairman; John English, Vice Chairman; Rick England, Secretary
Present: Jay Tamagini; John English; Rick England; Roy Maher, 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.**

RE: Exemption #2: Superintendent Maher passed out an Employment Agreement to hire Timothy Connor to serve as the Water Departments Part Time Treatment Plant Operator.

Roy stated he did post the position.

John made a motion to accept the contract. Rick 2nd. 3-0-0 to accept.

The Board of Water Commissioners and Timothy Connor all signed the contract.

The Contract will then go to the Prudential Committee Chair for his signature.

John made a Motion to Adjourn, Rick 2nd

Adjourn 6:42

Respectively Submitted.

Richard H. England, Jr. Clerk



Minutes Reviewed and accepted on

3/30/2026

Edward Tamagini, Chairman



EMPLOYMENT AGREEMENT

WAREHAM FIRE DISTRICT WATER DEPARTMENT – Part Time Treatment Plant Operator

Agreement made this _____ day of _____ 202_ between the Wareham Fire District Water Department, through its Board of Water Commissioners ("Board"), and **Timothy Connor** to serve as the Water Department's **Part Time Treatment Plant Operator**.

I. GENERAL PROVISIONS

Whereas, the Wareham fire District Water department, acting through its Board of Water Commissioners, wants to secure the continued services of **Timothy Connor** to serve as the Part Time Treatment Plant Operator; and,

Whereas, **Timothy Connor** is willing to perform the duties of the position according to the terms and conditions set forth in this agreement;

It is hereby agreed that the following terms and conditions shall govern the salary and fringe benefits payable under this Agreement to **Timothy Connor** for meeting the obligations as Part Time Treatment Plant Operator.

II. TERM OF CONTRACT AND TERMINATION

This Agreement shall be for an initial term commencing **31st day of January 2026** and ending on **December 31, 2026**, subject, however, to prior termination as hereinafter provided. The benefits in this Agreement are based on a calendar year.

There shall be one (1) automatic 6-month extension of the Agreement (December 31, 2026, through June 30, 2027) under the following conditions:

- A. Between November 1 and November 30, 2026, the Part Time Treatment Plant Operator notifies the Board in writing that the December 28, 2026, automatic 6-month extension date for the agreement is approaching.
- B. The Board fails to notify the Part Time Treatment Plant Operator in writing by December 1, 2026, of its intention not to automatically extend the agreement at the end of its term. ("notice of no automatic extension"). A timely notice by the Board not to extend the Agreement at the end of the initial term and/or after the automatic 6-month extension shall not constitute discipline. The Board's notice of no automatic extension may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.

- Performs any work related to the safe and efficient operation of the Water Department as may be required by the Water Superintendent.
- Is proficient in the use of SCADA and GIS systems.

C. The Part Time Treatment Plant Operator shall not be eligible for "On Call" duty.

IV. MAINTENANCE OF LICENSES AND MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

In addition to a valid driver's license, the Part Time Treatment Plant Operator shall be required to maintain his current Massachusetts Treatment License (or minimum Grade 2T) certification ("Water License"). The District will reimburse the Part Time Treatment Plant Operator for up to \$250 each year of this Agreement for the cost of maintaining the water licenses.

V. VEHICLE AND CELL PHONE

The District will provide a vehicle for the Part Time Treatment Plant Operator's use in the performance of his work duties, but it shall not be used to commute to and from work.

The District will provide the Part Time Treatment Plant Operator with a cell phone to be used for District business.

VI. DISCHARGE OR DISCIPLINE

- A. It is agreed that the Part Time Treatment Plant Operator can be suspended or dismissed for just cause, upon proper notice, and after an opportunity to be heard by the Board. The Part Time Treatment Plant Operator shall have the right to be represented by counsel.
- B. The Part Time Treatment Plant Operator may appeal a suspension or dismissal, but not lesser discipline like a verbal or written reprimand, to an arbitrator selected by agreement of the parties or, if that is not successful, through the American Arbitration Association (AAA). Said arbitration shall be conducted in accordance with the rules of the AAA. The arbitrator shall have the authority to uphold a discipline or discharge or to reverse the discipline or discharge decision. The cost of such arbitration will be split by the parties. Each side shall pay their own legal expenses.

FOR PART TIME TREATMENT PLANT OPERATOR:

Timothy Connor

FOR THE BOARD OF PRUDENTIAL COMMITTEE:

Dean Decas