

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

James H. Fagan

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the passage of the accompanying bill:

An Act authorizing municipal light department co-op training programs.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
James H. Fagan	3rd Bristol

[SIMILAR MATTER FILED IN PREVIOUS SESSION
SEE HOUSE, NO. 3301 OF 2007-2008.]

The Commonwealth of Massachusetts

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In the Year Two Thousand and Nine
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AN ACT AUTHORIZING MUNICIPAL LIGHT DEPARTMENT CO-OP TRAINING PROGRAMS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 69B of chapter 164 of the General Laws, as appearing in the 2006 Official Edition, is hereby
2 amended by adding after line 3 the following definitions:—
3 “Co-op Training Program”. A program designed by the manager to encourage students to enter a career field in
4 municipal utility work, which will allow the department to assess the person prior to a hiring commitment, and
5 assure that a trained person will be available.
6 “Co-op Trainee”. Any individual who has contracted with a city or town pursuant to the provisions of Section 69C-
7 ½.

8 SECTION 2. Chapter 164 of said General Laws is hereby further amended by adding the following new section:—
9 Section 69C-½. Any city or town owning or operating a municipal lighting or municipal gas plant pursuant to the
10 provisions of this chapter may contract for the training and employment of co-op trainees in its plant. Such contract
11 shall be in writing, and signed by the manager and the applicant for training and employment as a co-op trainee.
12 Such contract shall not be voidable or unenforceable because of the age of the co-op trainee; provided, that he or she
13 has attained the age of 16 when the contract was executed and that his or her parent or parents assent thereto in
14 writing. The selection of co-op trainees shall be made by the manager.
15 The contract shall provide (a) that the co-op trainee shall, by a date to be specified, begin or continue attendance at a
16 duly accredited technical training school or other educational institution, having a course of study leading to the
17 training, to be determined by the manager, to be necessary for the efficient operation of the plant. The contract may,
18 in the discretion of the manager, prescribe certain minimum courses of study to be taken by the co-op trainee in the
19 technical school or other educational institution;
20 (b) that the co-op trainee shall, throughout the course of his or her training as aforesaid, engage in work to be known
21 as “on the job training” at the plant under the supervision and direction of the manager or his or her duly authorized
22 representative, for such number of weeks during regular school vacations as the manager may determine. The
23 compensation for “on the job training” shall be an hourly rate to be determined by the manager;
24 (c) that the co-op trainee shall, upon final completion of his or her course of study as aforesaid, engage in work to be
25 known as “graduate on the job training” on a full-time basis at the plant under the supervision and direction of the
26 manager or his or her duly authorized representative, for a period of time to be determined by the manager, and
27 specified in the contract, which period of time shall in no event exceed a period of five years. The compensation for

28 “graduate on the job training” shall be at an hourly rate to be determined by the manager;
29 (d) that the co-op trainee shall, throughout his or her courses of study as aforesaid, maintain such a minimum
30 academic standing in such institution as may be prescribed in the contract by the manager;
31 (e) that the co-op trainee shall not work for any other person, corporation or municipality until such time as he or she
32 has completed “graduate on the job training” as prescribed in the contract; provided, however, that the manager may
33 credit all or any part of time spent by a co-op trainee in active service in the armed forces of the United States as part
34 of the co-op trainee’s prescribed “graduate on the job training”;
35 (f) that the city or town shall pay all or such portion of the co-op trainee’s tuition for the course of study aforesaid,
36 as the manager shall determine and prescribed in the said contract. The term “tuition” shall be deemed to include the
37 actual cost of all books or laboratory or similar equipment that may be required by the co-op trainee in his or her
38 course of study;
39 (g) that the manager may, in the event that the co-op trainee at any time fails to maintain his or her attendance or
40 academic standing at the institution prescribed in the contract, or in any other way fails to perform his or her
41 obligations under the contract, terminate the contract by written notice to the co-op trainee; provided, however, that
42 this remedy shall not be deemed to be conclusive, and shall not prejudice any other remedies which the contracting
43 city or town may have for the breach of the said contract; whether at law or in equity;
44 (h) that the co-op trainee shall, after successful completion of the “graduate on the job training”, as certified by the
45 manager, be granted civil service status in his or her job title;
46 (i) for such other and further provisions, not inconsistent with the provisions of sections 69B to 69F, inclusive, as the
47 manager may deem necessary or appropriate.
48 Sections 69B, 69E and 69F shall be applicable to co-op trainees to the extent applicable to cadet engineers.