

HOUSE No. 3301

By Mr. Fagan of Taunton, petition of James H. Fagan for legislation to authorize municipal light departments to conduct co-op training programs. Telecommunications, Utilities and Energy.

The Commonwealth of Massachusetts

In the Year Two Thousand and Seven.

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
2 appearing in the 2004 Official Edition, is hereby amended by adding
3 after line 3 the following definitions:—

4 “Co-op Training Program”. A program designed by the manager
5 to encourage students to enter a career field in municipal utility
6 work, which will allow the department to assess the person prior to a
7 hiring commitment, and assure that a trained person will be avail-
8 able.

9 “Co-op Trainee”. Any individual who has contracted with a city
10 or town pursuant to the provisions of Section 69C-½.

1 SECTION 2. Chapter 164 of said General Laws is hereby further
2 amended by adding the following new section:—

3 Section 69C-½. Any city or town owning or operating a munic-
4 ipal lighting or municipal gas plant pursuant to the provisions of this
5 chapter may contract for the training and employment of co-op
6 trainees in its plant. Such contract shall be in writing, and signed by
7 the manager and the applicant for training and employment as a co-
8 op trainee. Such contract shall not be voidable or unenforceable
9 because of the age of the co-op trainee; provided, that he or she has
10 attained the age of 16 when the contract was executed and that his or
11 her parent or parents assent thereto in writing. The selection of co-op
12 trainees shall be made by the manager.

13 The contract shall provide (a) that the co-op trainee shall, by a
14 date to be specified, begin or continue attendance at a duly accred-

15 ited technical training school or other educational institution, having
16 a course of study leading to the training, to be determined by the
17 manager, to be necessary for the efficient operation of the plant. The
18 contract may, in the discretion of the manager, prescribe certain min-
19 imum courses of study to be taken by the co-op trainee in the tech-
20 nical school or other educational institution;

21 (b) that the co-op trainee shall, throughout the course of his or her
22 training as aforesaid, engage in work to be known as “on the job
23 training” at the plant under the supervision and direction of the man-
24 ager or his or her duly authorized representative, for such number of
25 weeks during regular school vacations as the manager may deter-
26 mine. The compensation for “on the job training” shall be an hourly
27 rate to be determined by the manager;

28 (c) that the co-op trainee shall, upon final completion of his or her
29 course of study as aforesaid, engage in work to be known as “grad-
30 uate on the job training” on a full-time basis at the plant under the
31 supervision and direction of the manager or his or her duly autho-
32 rized representative, for a period of time to be determined by the
33 manager, and specified in the contract, which period of time shall in
34 no event exceed a period of five years. The compensation for “grad-
35 uate on the job training” shall be at an hourly rate to be determined
36 by the manager;

37 (d) that the co-op trainee shall, throughout his or her courses of
38 study as aforesaid, maintain such a minimum academic standing in
39 such institution as may be prescribed in the contract by the manager;

40 (e) that the co-op trainee shall not work for any other person, cor-
41 poration or municipality until such time as he or she has completed
42 “graduate on the job training” as prescribed in the contract; pro-
43 vided, however, that the manager may credit all or any part of time
44 spent by a co-op trainee in active service in the armed forces of the
45 United States as part of the co-op trainee’s prescribed “graduate on
46 the job training”;

47 (f) that the city or town shall pay all or such portion of the co-op
48 trainee’s tuition for the course of study aforesaid, as the manager
49 shall determine and prescribed in the said contract. The term
50 “tuition” shall be deemed to include the actual cost of all books or
51 laboratory or similar equipment that may be required by the co-op
52 trainee in his or her course of study;

53 (g) that the manager may, in the event that the co-op trainee at any
54 time fails to maintain his or her attendance or academic standing at
55 the institution prescribed in the contract, or in any other way fails to
56 perform his or her obligations under the contract, terminate the con-
57 tract by written notice to the co-op trainee; provided, however, that
58 this remedy shall not be deemed to be conclusive, and shall not prej-
59 udice any other remedies which the contracting city or town may
60 have for the breach of the said contract; whether at law or in equity;

61 (h) that the co-op trainee shall, after successful completion of the
62 “graduate on the job training”, as certified by the manager, be
63 granted civil service status in his or her job title;

64 (i) for such other and further provisions, not inconsistent with the
65 provisions of sections 69B to 69F, inclusive, as the manager may
66 deem necessary or appropriate.

67 Sections 69B, 69E and 69F shall be applicable to co-op trainees to
68 the extent applicable to cadet engineers.