

# HOUSE . . . . . No. 3072

---

## The Commonwealth of Massachusetts

\_\_\_\_\_  
In the Year Two Thousand Nine  
\_\_\_\_\_

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

7           SECTION 2. Chapter 164 of said General Laws is hereby further amended by adding the  
8   following new section:—Section 69C-½. Any city or town owning or operating a municipal  
9   lighting or municipal gas plant pursuant to the provisions of this chapter may contract for the  
10   training and employment of co-op trainees in its plant. Such contract shall be in writing, and  
11   signed by the manager and the applicant for training and employment as a co-op trainee. Such  
12   contract shall not be voidable or unenforceable because of the age of the co-op trainee; provided,  
13   that he or she has attained the age of 16 when the contract was executed and that his or her parent  
14   or parents assent thereto in writing. The selection of co-op trainees shall be made by the

15 manager. The contract shall provide (a) that the co-op trainee shall, by a date to be specified,  
16 begin or continue attendance at a duly accredited technical training school or other educational  
17 institution, having a course of study leading to the training, to be determined by the manager, to  
18 be necessary for the efficient operation of the plant. The contract may, in the discretion of the  
19 manager, prescribe certain minimum courses of study to be taken by the co-op trainee in the  
20 technical school or other educational institution;

21 (b) that the co-op trainee shall, throughout the course of his or her training as aforesaid,  
22 engage in work to be known as “on the job training” at the plant under the supervision and  
23 direction of the manager or his or her duly authorized representative, for such number of weeks  
24 during regular school vacations as the manager may determine. The compensation for “on the  
25 job training” shall be an hourly rate to be determined by the manager; (c) that the co-op trainee  
26 shall, upon final completion of his or her course of study as aforesaid, engage in work to be  
27 known as “graduate on the job training” on a full-time basis at the plant under the supervision  
28 and direction of the manager or his or her duly authorized representative, for a period of time to  
29 be determined by the manager, and specified in the contract, which period of time shall in no  
30 event exceed a period of five years. The compensation for “graduate on the job training” shall be  
31 at an hourly rate to be determined by the manager; (d) that the co-op trainee shall, throughout his  
32 or her courses of study as aforesaid, maintain such a minimum academic standing in such  
33 institution as may be prescribed in the contract by the manager; (e) that the co-op trainee shall not  
34 work for any other person, corporation or municipality until such time as he or she has  
35 completed “graduate on the job training” as prescribed in the contract; provided, however, that  
36 the manager may credit all or any part of time spent by a co-op trainee in active service in the  
37 armed forces of the United States as part of the co-op trainee’s prescribed “graduate on the job

training”;(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, as the manager shall determine and prescribed in the said contract. The term “tuition” shall be deemed to include the actual cost of all books or laboratory or similar equipment that may be required by the co-op trainee in his or her course of study;

(g) that the manager may, in the event that the co-op trainee at any time fails to maintain his or her attendance or academic standing at the institution prescribed in the contract, or in any other way fails to perform his or her obligations under the contract, terminate the contract by written notice to the co-op trainee; provided, however, that this remedy shall not be deemed to be conclusive, and shall not prejudice any other remedies which the contracting city or town may have for the breach of the said contract; whether at law or in equity;(h) that the co-op trainee shall, after successful completion of the “graduate on the job training”, as certified by the manager, be granted civil service status in his or her job title;(i) for such other and further provisions, not inconsistent with the provisions of sections 69B to 69F, inclusive, as the manager may deem necessary or appropriate.Sections 69B, 69E and 69F shall be applicable to co-op trainees to the extent applicable to cadet engineers.