

By Mr. Chmura of Holyoke, petition (by request), of the Municipal Electric Assn. that cities and towns operating municipal lighting or gas plants be authorized to contract for the training and employment of cadet engineers. Power and Light.

The Commonwealth of Massachusetts

In the Year One Thousand Nine Hundred and Fifty-Eight.

AN ACT AUTHORIZING CITIES AND TOWNS OPERATING MUNICIPAL LIGHTING OR GAS PLANTS TO CONTRACT FOR THE TRAINING AND EMPLOYMENT OF CADET ENGINEERS.

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

1 The General Laws are hereby amended by inserting after
2 chapter 164 the following chapter:—

3 CHAPTER 164A.

4 TRAINING AND EMPLOYMENT OF CADET ENGINEERS IN
5 MUNICIPAL LIGHT AND GAS PLANTS.

6 *Section 1.* Any city or town owning or operating a municipal
7 lighting or municipal gas plant pursuant to the provisions of
8 chapter one hundred and sixty-four may contract for the train-
9 ing and employment of cadet engineers in such plant or plants,
10 subject to the provisions hereinafter set forth.

11 *Section 2. Definitions.*— In this act, unless the context
12 otherwise requires, the following words shall have the following
13 meaning:—

14 (a) *Municipal Light Board.*— The term “municipal light
15 board” shall mean the municipal light board, municipal gas
16 and electric commission or similar body in a city or town having
17 a municipal light board, gas and electric commission or similar
18 body; the mayor of a city having no municipal light board,
19 municipal gas and electric commission or similar body; or the

20 selectmen of a town having no municipal light board, municipal
21 gas and electric commission or similar body.

22 (b) *Manager*. — The term “manager” shall mean the
23 manager of municipal lighting of the city or town.

24 (c) *Cadet Engineer*. — The term “cadet engineer” shall mean
25 any individual who has contracted with a city or town pur-
26 suant to the provisions of section three, and who has not com-
27 pleted “Graduate on the job training” as provided for in
28 section three, subsection (c).

29 (d) *Plant*. — The term “plant” shall mean the municipal
30 light plant or the municipal gas plant or the municipal gas and
31 electric plant of the contracting city or town.

32 (e) *Educator*. — The term “educator” shall mean the super-
33 intendent of schools of the contracting city or town, or the
34 superintendent or director of any accredited school or school
35 system located within such city or town, a member of the
36 school board or school committee of the contracting city or
37 town, or a principal officer of any duly accredited high school
38 or junior high school located within the contracting city or
39 town.

40 *Section 3. Contract Terms*. — Any contract entered into
41 pursuant to this act shall be in writing, shall be signed by the
42 manager of municipal lighting of the contracting city or town,
43 and shall be signed and sealed by the applicant for training
44 and employment as a cadet engineer.

45 The contract shall provide —

46 (a) That the cadet engineer shall, by a date to be specified,
47 begin or continue attendance at a duly accredited college or
48 university within the commonwealth, with a course of study
49 designed to secure a degree of bachelor of science in engineering.
50 The contract may, in the discretion of the municipal light
51 board of the contracting city or town, prescribe certain mini-
52 mum courses of study to be undertaken by the cadet engineer
53 in such college or university.

54 (b) That the cadet engineer shall, throughout the course of
55 his college or university training as aforesaid, work such num-
56 ber of weeks during regular college or university vacations as
57 the municipal light board may determine, at the plant of the
58 contracting city or town and under the supervision and direc-

59 tion of the manager or his duly authorized representatives.
60 Work performed by a cadet engineer pursuant to this para-
61 graph shall be known as "on the job training." The cadet
62 engineer shall be compensated for "on the job training" at an
63 hourly rate to be determined by the municipal light board.

64 (c) That the cadet engineer shall, upon final completion of
65 his course of study at a college or university as aforesaid, work
66 on a full-time basis at the plant of the contracting city or town
67 under the supervision and direction of the manager of his
68 duly authorized representative, for a period of time to be de-
69 termined by the said municipal light board, and specified in
70 the contract, which period of time shall in no event exceed a
71 period of five years. Work performed by a cadet engineer
72 pursuant to this paragraph shall be known as "graduate on the
73 job training." The cadet engineer shall be compensated for
74 "graduate on the job training" at an hourly rate to be deter-
75 mined by the municipal light board.

76 (d) That the cadet engineer shall, throughout his course of
77 study at a college or university as aforesaid, maintain such
78 minimum academic standing in such college or university as
79 may be prescribed in the contract by the municipal light board.

80 (e) That the cadet engineer shall not work for any other
81 person, corporation or municipality until such time as he has
82 completed "graduate on the job training" as prescribed in the
83 contract; provided, however, that the municipal light board
84 may credit all or any part of time spent by a cadet engineer
85 in active service in the armed forces of the United States as
86 part of the cadet engineer's prescribed "graduate on the job
87 training."

88 (f) That the contracting city or town shall pay all or such
89 portion of the cadet engineer's tuition at the college or uni-
90 versity attended by him as aforesaid, as the municipal light
91 board shall determine and prescribe in the said contract. For
92 purposes of this paragraph the term "tuition" shall be deemed
93 to include the actual cost of all books or laboratory or similar
94 equipment that may be required by the cadet engineer in his
95 course of study.

96 (g) That the municipal light board may, in the event that
97 the cadet engineer at any time fails to maintain his attendance

98 or academic standing in the college or university as prescribed
99 in the contract, or in any other way fails to perform his obliga-
100 tions under the contract, terminate the contract by a written
101 notice to the cadet engineer; provided, however, that this
102 remedy shall not be deemed to be conclusive, and shall not
103 prejudice any other remedies which the contracting city or
104 town may have for breach of the said contract, whether at law
105 or in equity.

106 (h) For such other and further provisions, not inconsistent
107 with the provisions of this act, as the municipal light board may
108 deem necessary or appropriate.

109 *Section 4. Selections of Cadet Engineers.* — Cadet engineers
110 shall be selected by a selection committee, upon request of the
111 municipal light board as hereinafter provided: —

112 (a) The selection committee shall be appointed by the
113 municipal light board and shall be comprised of not less than
114 five nor more than seven members; provided, however, that the
115 committee shall include the manager and shall include at least
116 two educators who are residents of the contracting city or town.
117 The members of the selection committee shall be appointed for
118 a term of one year, and shall serve without compensation.

119 (b) At least three weeks prior to the date of final selection
120 of a cadet engineer or cadet engineers, the municipal light board
121 shall cause a notice to be published in a newspaper of general
122 circulation in the contracting city or town, which notice shall
123 state that applications will be received for appointments of
124 cadet engineers pursuant to the provisions of this act. The
125 notice shall state the time and place at which such applications
126 will be received.

127 (c) Applicants for appointment as cadet engineers must
128 be residents of the contracting city or town, graduate of any
129 duly accredited high school within the contracting city or
130 town, and not less than seventeen nor more than twenty-five
131 years of age. The municipal light board may stipulate that
132 applicants must have been accepted for admission to some duly
133 accredited college or university within the commonwealth.

134 (d) The municipal light board shall specify the number of
135 cadet engineers to be selected from among the applicants. The
136 selection committee shall select cadet engineers from among the

137 applicants on the basis of academic ability, past courses of
138 study and good moral character. The selection committee
139 shall not discriminate among the applicants because of race,
140 color, creed or national origin.

141 *Section 5. General Provisions.* — (a) Contracts executed
142 pursuant to the provisions of this act shall be valid and en-
143 forceable regardless of the age of the cadet engineer.

144 (b) Cadet engineers shall not be subject to or entitled to the
145 benefits of civil service laws, retirement laws, or pension laws
146 during their time of service as cadet engineers (except that
147 deductions shall be made from the salary of the cadet engineer
148 and paid into the contributory retirement system of such
149 city or town in accordance with the provisions of the con-
150 tributory retirement act), but shall nevertheless be considered
151 as employees of the contracting city or town when actually em-
152 ployed in “on the job training” or “graduate on the job
153 training” for purposes of workmen’s compensation laws;
154 provided, however, that the “graduate on the job training”
155 period of any cadet engineer who, following his “graduate on
156 the job training”, continues in the employ of the contracting
157 city or town as a permanent full-time employee, shall be con-
158 sidered as “creditable service” for purposes of civil service
159 laws, retirement laws, pension laws, and other laws pertaining to
160 municipal employees.

161 (c) All expenses, obligations or commitments for the pay-
162 ment of money incurred by the contracting city or town, pur-
163 suant to the provisions of this act, shall be considered as part
164 of the annual expense of the plant for the year in which they
165 are incurred, and shall be paid from the income of the plant in
166 accordance with the provisions of chapter one hundred and
167 sixty-four.

168 (d) During his period of “graduate on the job training”,
169 the cadet engineer shall be compensated at a rate of pay bear-
170 ing a reasonable relationship to his training, education and
171 experience.

The first part of the report is devoted to a general
 description of the country and its resources. It
 is followed by a detailed account of the
 various industries and occupations of the
 people. The report then proceeds to a
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 diseases which are prevalent in the
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