

**Funded Emergency Assistance TOJ  
Procedural Guidance  
ATTACHMENT A**

**A. General Provisions**

1. EA Training On-the-Job must provide a description of the skills and/or credential(s) that will be attained during and upon completion of the training period.
2. EA Training On-the-Job may not be used for a position for which the participating employee/trainee must pay a fee as either as a condition of hiring or for retaining employment after successful completion of training.
3. EA Training On-the-Job may only be undertaken for a full-time position as determined by a review of work schedules considered the “full-time” standard for said position by the employer and other employers within the same industry for the local area, but in no case for a position of less than 32 hours per week. TOJ positions must not be temporary, intermittent or seasonal.
4. A separate EA TOJ training plan must be documented for each individual trainee.
5. EA Training On-the-Job may not be contracted with any employer engaged in a work stoppage or labor dispute. Employers must assure that EA TOJ training will not be used to assist, promote or deter (either directly or indirectly) union organizing.
6. The terms of the EA TOJ training plan cannot violate the terms of a collective bargaining agreement if one is in effect.
7. EA Training On-the-Job may not be conducted by an employer that has either reduced the workforce with the intention of filling the vacancy with the individual receiving training under the EA TOJ plan or displaced a currently employed worker as a result of the EA TOJ plan.
8. The EA TOJ employer must assure that it will compensate the trainee at a rate that is, at the very minimum, consistent with either the federal or state minimum wage rate, whichever is higher, but must also be comparable to the compensation rate for the employer’s regular workers in the same occupation and possessing commensurate skills and experience.
9. EA TOJ trainees must receive the same workers’ compensation coverage and benefits package as regular employees of comparable tenure and experience employed in the same or similar position.
10. EA TOJ plans are intended to provide participants with continued long-term employment as regular employees with wages, benefits (including health benefits), and working conditions

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at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

11. An EA TOJ plan is limited in duration as appropriate to the occupation for which the participant is being trained, but no longer than 6 months. Employers should be given guidance related to the participant's skill gap in relation to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan (Attachment C.).
12. The employer must provide the local area with a current [Massachusetts Certificate of Good Standing and/or Tax Compliance](#). The certificate must be dated no earlier than 6 months prior to the start date of the TOJ. The employer must request the Certificate from the MA Department of Revenue (Attachment F).
13. The participating EA TOJ employer must be compliant with all tax requirements of the Commonwealth of Massachusetts including, but not limited to compliance with requirements regarding the Department of Unemployment Assistance (DUA).
14. The participating EA TOJ employer must not be debarred from conducting business with the Commonwealth of Massachusetts or the federal government.
15. Prior to executing an EA TOJ plan with a prospective employer, the local area must assure that all employer eligibility requirements are met by completing the Employer Eligibility Checklist (Attachment B).
16. At a minimum, the EA TOJ plan must identify the trainee, the occupation, the skills and competencies to be learned (including required certifications), and the length of time the training will be provided (not to exceed 6 months).
17. An EA TOJ contract may not be executed for any individual laid off from the same job for which an EA TOJ contract is being developed.