

RESEARCH. ENGAGEMENT. SOLUTIONS.



Equal Employment Opportunity / Affirmative Action Plan Compliance (Initial Hiring) Tab B

Provided by: Southeast Michigan Community Alliance (SEMCA)
Workforce Intelligence Network (WIN)

Created by: Attorneys of SEMCA WIN

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Apprentice – [Insert title]

Job Code Number [Insert Number]

Sample Job Description [Note to employer - revise all areas as appropriate]:

To work and learn as an apprentice in [Insert title]. [Insert Employer Legal Name] (the “Company”) is an equal employment opportunity/affirmative action employer for all apprentices.

Summary

Apprenticeship is a training program in the skilled trade which combines supervised on-the-job training and experience with technical classroom instruction in subjects related to the trade. Training is governed by written agreement and is in accordance with the Company's standards which are registered with the U.S. Department of Labor. On-the-job training is under the control of the department supervisor and carried out by qualified shop instructors. Related classroom instruction is provided through an institution approved by the Apprenticeship Advisory Committee.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Responsible for learning the use, care and effective handling of all tools and equipment commonly used in the [Insert] trade.
- Exercise responsibility and diligence in the shop and classroom assignments.
- Perform any and all work regularly performed by a skilled employee in the [Insert] trade as well as any other work that will add to their effectiveness.
- Attend classes in subjects related to the trade either during or outside of regular working hours.
- Obtain, as required, and keep in good working condition all tools necessary for work in the shop.
- Perform related duties as required.
- Adheres to quality, safety, environmental, and other required policies, processes, and procedures.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

High school diploma or general education degree (GED); plus [Insert] semesters of shop courses or related experience and/or training; or equivalent combination of education and experience. Minimum grade point average for high school and/or secondary education is a "C" average or 2.0 out of a possible 4.0.

Language Skills

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.

Mathematical Skills

Ability to calculate figures and amounts such as [Insert]. Ability to apply concepts of basic algebra and geometry. Must have successfully completed a minimum of [Insert] semesters of high school or college level math.

Reasoning Ability

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Other Qualifications

Must have mechanical aptitude, be willing to take trade related classes as required, work flexible hours, work various shifts as required, work at company or customer facilities as required, take the apprenticeship test battery as administered, and [Insert].

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand for long periods and continuously grip/grasp; push/pull/ bend/stoop; crawl/kneel; climb/balance; reach above shoulder level; and reach with hands and arms. The employee frequently is required to walk, talk, and hear. The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision to read blueprints and measuring equipment, distance vision, color vision to identify color coded details and/or warning signs, peripheral vision, and depth perception to observe and gauge the moving parts on the machine.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to moving mechanical parts and risk of electrical shock, such as exist in a manufacturing plant environment. The employee is exposed to varying temperatures within the shop which may depend upon external weather conditions, including being occasionally exposed to wet and/or humid conditions. The employee occasionally works in high precarious places (e.g., roofs, scissor lifts) and in outside weather conditions. The employee may experience fumes, airborne particles, and toxic or caustic chemicals. The noise level in the work environment is usually moderate but can become very loud.

Additional Requirements

The Company is seeking talented individuals who enjoy a challenge, can work as a team, and would like to be part of our success.

Pay and Benefits

We offer all eligible employees a competitive wage and a comprehensive benefits package including:

- Opportunities for growth, development, and internal promotion
- Company paid certifications, licenses, and training
- [Revise as appropriate] Health, Dental, Vision and Life Insurance
- 401K, tuition reimbursement and generous paid time off

We thank all those interested in joining the Company; however only those that complete the **online** application and meet the minimum job qualifications will be considered for this role.

The Company is an equal opportunity employer and will not discriminate on the basis of age, citizenship, color, disability/handicap, gender identity, genetic information, height, marital status, national origin, race, religion, sex (including pregnancy), sexual orientation, veteran status, weight, or any other status or condition protected in accordance with the requirements of applicable law. The Company will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the code of Federal Regulations, Part 30. The Company also provides reasonable accommodation for individuals with disabilities in accordance with applicable law. The Company also provides reasonable accommodation for individuals with disabilities in accordance with applicable law.

To learn more about our Company visit us at: [www.\[insert\].com](http://www.[insert].com)

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[Sample] Apprenticeship Application

[Insert Employer Legal Name]

An Equal Opportunity Apprenticeship Employer

[Insert Employer Legal Name] (the "Company") is an equal opportunity employer and will not discriminate on the basis of age, citizenship, color, disability/handicap, gender identity, genetic information, height, marital status, national origin, race, religion, sex (including pregnancy), sexual orientation, veteran status, weight, or any other status or condition protected in accordance with the requirements of applicable law. The Company will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the code of Federal Regulations, Part 30. The Company also provides reasonable accommodation for individuals with disabilities in accordance with applicable law.

Employer: All completed Applications should be placed and kept in your DOL Apprenticeship Compliance File (even for those not hired).

(APPLICANT: PLEASE PRINT IN INK OR COMPLETE ONLINE WITH YOUR ELECTRONIC SIGNATURE)

GENERAL	NAME	Last	First	Middle
	PRESENT	Street	City	State Zip
	PRIOR ADDRESS	Street	City	State Zip
	HOME PHONE: ()	MOBILE PHONE: ()	WORK PHONE: ()	
	Were you previously employed by the Company? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? _____ Date of Separation: _____ If no, how did you hear about us? _____			
	Are you currently authorized to be lawfully employed in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		Will you now or at any time in the future require sponsorship for an employment visa or employment-based permanent resident status? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	If you are made a conditional offer of employment, are you willing to undergo a criminal background check? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Have you entered into any form of restrictive covenant (non-compete agreement, non-solicitation agreement, confidentiality agreement, etc.) with any past or present employer, person, or entity, which would prohibit or interfere with your ability to be employed by the Company or to fully perform the functions of the position for which you are applying? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," you will be required to furnish a copy of such agreement prior to any employment.			
	Are you at least age 18? <input type="checkbox"/> Yes <input type="checkbox"/> No		Social Security Number: _____	
	U.S. Military service? <input type="checkbox"/> Yes <input type="checkbox"/> No		Branch/Rank: _____	

	Position applying for: _____ Or <input type="checkbox"/> Any position available
	Date available to begin work: _____ May we contact your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No
	What hours can you work: _____ What days can you work?

EDUCATION	School Name and Location	Last Date Attended	Course of Study	Graduated		Degree, Diploma, or Certificate and when (to be)
				Yes	No	
	High School or Equivalent					
	College					
	Trade, Business or Graduate School					
	Certifications					

TRAINING	Additional Training Courses
	Professional Certifications or Licenses
	Special Skills

Include all employment (and self-employment), starting with your current or most recent employment, or attach your most recent resume stating all of the requested information. If you were unemployed for any time between any of the jobs listed below, indicate the dates of each period of unemployment and the reason. (Use additional page if necessary).

EMPLOYMENT HISTORY	Employer		Dates Employed		Duties Performed	
			From	To		
	Address					
	Telephone Number		Hourly Rate/Salary			
	Job Title	Supervisor	Starting: Ending:			
	Reasons for Leaving					
	Employer		Dates Employed			Duties Performed
			From	To		
	Address					
Telephone Number		Hourly Rate/Salary				

	Job Title	Supervisor	Starting:	
	Reasons for Leaving		Ending:	
	Employer	Dates Employed		Duties Performed
		From	To	
	Address			
	Telephone Number			
			Hourly Rate/Salary	
	Job Title	Supervisor	Starting:	
	Reasons for Leaving		Ending:	

List the name, address and telephone number of references not related to you and by who you are/were not employed, whom you have known at least three years.

REFERENCES	Name	Address	Telephone Number
	Name	Address	Telephone Number
	Name	Address	Telephone Number
	Name	Address	Telephone Number

Describe any other special training or qualifications relevant to the position for which you are applying.

APPLICANT'S ACKNOWLEDGEMENT AND AGREEMENT

PLEASE READ CAREFULLY:

1. CERTIFICATION OF TRUTHFULNESS

The information contained in this application is accurate and complete to the best of my knowledge and belief. I understand that this application must be fully and accurately completed, without omission and without evasion. I also understand that any misrepresentation of fact, as stated or implied, given in my application, interviews, or any other employment form or document provided to the Company is sufficient reason not to hire me, or reason for dismissal if discovered during my employment. I also acknowledge that this application will only be considered for the first ninety (90) days after I apply. If I desire a position after this application expires, it will be my responsibility to fill out a new application and file it with the Company.

2. AUTHORIZATION FOR EMPLOYMENT/EDUCATION INFORMATION

I understand and agree that all information furnished in this application, including references, prior employment, and education, may be investigated by the Company and/or its authorized agents, and I authorize the Company and its authorized agents to obtain additional background information, including but not limited to one or more consumer reports. I understand that any offer of employment is conditional based upon my successful completion of a background check and that any falsification or withholding of information may be grounds for withdrawing an offer of employment. I waive the right I may have to notice from any individuals or organizations named or referred to in this application prior to the release of any employment information to the Company. I hereby authorize all individuals and organizations named or referred to in this application and any law enforcement organization or credit reporting agency to give the Company all information that relates to or is requested during the Company's investigation, and I hereby release those individuals, organizations, and the Company from any and all liability for any claim or damage resulting therefrom. Further, following the separation of my employment from the Company for any reason, I authorize the Company to use and/or disclose any information in its possession concerning me for reference or other purposes to any third party without receiving any prior notice, and I waive all Claims (defined below) in connection with such use and/or disclosure.

3. THE COMPANY RULES, POLICIES, PROCEDURES AND STANDARDS

I understand that, if hired, I am required to abide by all rules, policies, procedures, and standards of the Company including, without limitation, those set forth in an Employee Handbook, as may be amended from time to time, or in any other communication to employees. I further understand that the Company's rules, policies, procedures, and standards are subject to change without prior notice.

4. ANY EMPLOYMENT IS AT-WILL

I understand and agree that, if hired, my employment will be at-will, and either I or the Company may terminate my employment at any time, with or without cause and with or without notice. I understand and agree to the full extent provided by applicable law that no one at the Company has any authority to change this at-will arrangement except for the President of the Company, who may only do so in a written signed agreement.

5. PHYSICAL/MEDICAL EXAMINATION AND DRUG/ALCOHOL TEST

I consent to drug and alcohol testing as directed by the Company and understand that if I do not successfully complete the test that any job offer will be withdrawn. I further understand and agree that if I am employed, I may be required to submit to alcohol or drug testing, random or otherwise, during my employment.

6. REQUEST FOR ACCOMMODATION

If I am a qualified individual with a disability or disabilities who requires a reasonable accommodation to

perform my job and I work in Michigan, I agree that I must notify the Company of my need for the same within 182 days after I know or reasonably should have known that an accommodation was needed. Failure to do so will bar me from alleging that the Company has not accommodated me under applicable law.

7. SHORTENED LIMITATIONS PERIOD

I understand and agree that any and all causes of action, lawsuits, damages, claims, and/or demands whatsoever relating to my application for employment, employment and/or termination of employment with the Company, its successors, and/or involving any of their respective shareholders, owners, officers, directors, employees, agents, and/or representatives arising out of the employment application process, my employment and/or termination of employment including but not limited to those arising under any State or Federal civil rights statutes and those seeking collective or class relief (collectively, "Claims") must be brought, if at all, within six (6) months of the event or events from which the Claims arise (or within the time frame provided by any shorter statute of limitations), or the Claims will be forever barred to the full extent permitted by applicable law. I waive any statutes of limitations to the contrary. Applicable law means the law applicable in the State of Michigan, regardless of any conflict of law principles.

8. WAIVER OF COURT LAWSUIT AND JURY TRIAL/AGREEMENT TO ARBITRATION

I understand and agree that, to the full extent permitted by applicable law, I waive the right to file any and all Claims in Court, including waiving the right to have a jury trial, and agree that any Claims of any kind will be decided exclusively by final and binding arbitration before the American Arbitration Association under the then applicable Employment Arbitration Rules and Mediation Procedures and that a court of competent jurisdiction may enter a judgment on any such arbitration award.

9. [Alternate to #8 above if mandatory arbitration is not desired. Delete this section before use if arbitration is desired] WAIVER OF JURY TRIAL

I understand and agree that, to the full extent permitted by applicable law, I waive the right to have a jury trial, and agree that any Claims of any kind will be decided exclusively by final a judge without a jury trial.

10. [Section which must be included for Apprentices. Can be deleted for other applicants] INVITATION TO VOLUNTARILY IDENTIFY AS AN INDIVIDUAL WITH A DISABILITY (Part 30.11(a)(1))

I understand and acknowledge that with this Employment Application I received a one-page form titled, "Voluntary Self-Identification of Disability," and that I am invited, but am not required, to complete that form. Please note that self-identification is completely voluntary on the part of apprentices and applicants for apprenticeship, and individuals are protected from disability discrimination whether or not they disclose a disability. If you chose to complete the referenced form, it will be kept confidential.

11. [Section which must be included for Apprentices. Can be deleted for other applicants] EQUAL OPPORTUNITY/AFFIRMATIVE ACTION NOTICE AND PLEDGE

The Workforce Intelligence Network, part of the Southeast Michigan Community Alliance, Inc. ("WIN") is the sponsor of the Company's Apprenticeship Program. I understand the following: WIN will not discriminate against apprenticeship applicants or apprentices based on discriminate on the basis of age, citizenship, color, disability/handicap, gender identity, genetic information, height, marital status, national origin, race, religion, sex (including pregnancy), sexual orientation, veteran status, weight, or any other status or condition protected in accordance with the requirements of applicable law. WIN also provides reasonable accommodation for individuals with disabilities in accordance with applicable law. WIN will

take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30.

12. **[Section which must be included for Apprentices. Can be deleted for other applicants] YOUR RIGHT TO EQUAL OPPORTUNITY (Title 29, Part 30.14(b))**

It is against the law for a sponsor of an apprenticeship program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If you think that you have been subjected to discrimination, you may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with: Attn. Apprenticeship EEO Complaints, U.S. Department of Labor, Office of Apprenticeship, 200 Constitution Ave. NW, Washington D.C., 20210; or ApprenticeshipEEOcomplaints@dol.gov. Each complaint filed must be made in writing and include the following information:

1. Complainant's name, address and telephone number, or other means for contacting the complainant;
2. The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination);
3. A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), genetic information, or disability); and
4. The complainant's signature or the signature of the complainant's authorized representative.

I have read and understand this Acknowledgment and Agreement, agree that all terms stated herein are reasonable and certify my agreement to such by my signature below. Further, if I am submitting this Employment Application electronically, I agree that my electronic signature is just as binding on me as my actual handwritten signature in ink would be.

Signature of Applicant

Date: _____



Voluntary Disability Disclosure

OMB No. 1205-0223 Expiration Date: 03/31/2023

Please check one of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.^[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

^[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at <https://www.doleta.gov/OA/eoo/>.

Request for Accommodation and Action Log for Applicants and Apprentices
Recordkeeping Compliance Obligations Established by 29 C.F.R. Part 30.12(a)(5)

Employer: Keep this form up to date and in your DOL Apprenticeship Compliance File.

[illegible]

[illegible]

To Assist with Compliance with 29 C.F.R. Part 30.10(b) and 30.12(a)(1)

Apprentice Candidate Interview and Rating Form

**Employer: All completed Applications should be placed and kept in your DOL
Apprenticeship Compliance File (even for those not hired).**

Candidate Name:	Interviewer Name:	Desired Apprenticeship:	Date:
Questions	Comments		
1. What have you liked best and least about your prior jobs? And work environments?			
2. What is a big obstacle you've had to overcome in a work environment? How did you overcome it?			
3. What are the top 3-4 transferrable skills you would bring to share with an employer?			
4. More specifically, what skills or experience do you bring that could assist you in an apprenticeship?			
5. Describe how you approach learning something complex in a short period of time. Give an example.			
6. What traits are most desirable for someone in a leadership position? Least desirable?			
7. As an apprentice you'll be closely supervised, how do you feel about that?			
8. Have you worked on an effective team? What made it effective and what did you contribute?			

9. Describe a mistake you've made in the past. What did you do to address it?		
10. When scheduling your time, how do you determine what constitutes a priority? Give examples.		
11. Give an example of a time you were in a stressful or frustrating situation. How did you handle it?		
12. Have you ever been in an emergency situation? How did you handle it?		
13. Describe a time when you had incomplete information to complete a task and how did you address it?		
14. How would being a part of this apprenticeship program factor into your career goals?		
Additional Notes		
Category for Scoring (Score of 1 is lowest; 5 is highest)	Criteria	Score 1-5
Preparedness	The candidate has come prepared with questions. The candidate has researched the program and occupation and has already considered how the program will impact the candidate's career and help achieve their goals. The candidate dressed appropriately and arrived on time for the interview.	
Enthusiasm and tenacity	The candidate is clearly excited about the opportunity and understands that the program will be rigorous. They are able to articulate their desire to make the program a priority and stick with it for the duration.	
Communication and listening	The candidate is able to articulate them self clearly, give relevant answers to questions, checks for understanding/clarification, and actively listens to information provided.	

Interpersonal Skills	The candidate clearly understands the value of teamwork in the workplace and is able to give examples of their ability to work on a team and learn collaboratively as a supervisee and team member.	
Transferrable Skills	The candidate can identify and articulate skills learned in other positions or learning environments that will be assets as an apprentice and in a subsequent position as a journey person.	
Self-Motivation	The candidate is able to prioritize information and tasks and is able to set and achieve large and small goals without external motivators.	
Career Fit	The candidate reasonably understands the demands of an apprenticeship program and views it as a viable and valuable stepping stone for the desired career path.	
Total Score:		/35
Recommendation, if applicable:	This candidate should be moved to the next phase of interviewing (yes or no)	

EEO/AA Pledge: I understand **[Insert Employer Legal Name]** (the “Company”) is an equal opportunity employer and will not discriminate on the basis of age, citizenship, color, disability/handicap, gender identity, genetic information, height, marital status, national origin, race, religion, sex (including pregnancy), sexual orientation, veteran status, weight, or any other status or condition protected in accordance with the requirements of applicable law. I understand that as an Interviewer, I must abide by the above.

The Company will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the code of Federal Regulations, Part 30. The Company also provides reasonable accommodation for individuals with disabilities in accordance with applicable law.

I, the Interviewer, certify that I have completed this form contemporaneously with the interview or directly thereafter and reached the above scores based on my own individual evaluation of the interviewee and the interviewee’s qualifications and have not been coerced or influenced by other interviewer or anyone else to change any of my scores in favor of/against any one candidate.

INTERVIEWER’S SIGNATURE: _____

Date: _____

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**Employer: All signed versions of this document should be placed and kept in your DOL
Apprenticeship Compliance File.**

[Date]

[Name]

[Address]

Re: Job [Apprenticeship] Offer

Dear _____:

Thank you for your interest in employment with [Insert employer legal name] (the "Company"). On behalf of the Company, I am pleased to conditionally offer you the position of [Apprentice], at an initial wage of \$_____ per hour. As discussed in your interview, there may be required overtime, and you will be paid time and one-half for all hours worked in excess of forty per week. In addition to your compensation, you will be eligible for benefits such as [paid holiday time off and paid time off], as more fully explained in the Company's Employee Handbook.

If you join the Company, you will become part of a fast-paced and dedicated team that diligently works together to provide our customers with excellent service as we strive to be the best of class in our field. We are looking for those individuals with the motivation, dedication and ability to share this passion for greatness, and help us achieve it.

Subject to the conditions identified below, we expect your start date will be _____, _____, _____, 2021. Your job duties will be those normally assigned for the _____ position from time to time.

This conditional offer of employment is subject to you:

- Successfully passing a criminal background check.
- Successfully passing a medical examination performed by an outside provider.
- If you have not already done so, completing, signing and returning the attached Employment Application.

Further, you must complete the following question and provide the following information (you may be required to sign a separate background check authorization): Have you ever been convicted of a felony or misdemeanor, pled guilty to or no contest to a felony or misdemeanor, or is there a felony or misdemeanor charge presently pending against you (do not include arrests, expunged and/or sealed convictions)? (Please understand that an affirmative response will not necessarily result in withdrawal of this conditional offer). Yes___ No___ If yes, you must state the nature of all offenses, and the date, city, state and disposition of each offense:

[Name]

[Date]

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This conditional offer is for “at will” employment. Once employed, your employment may be terminated by either you or the Company at any time, with or without cause and with or without notice. In the event of your termination or resignation, you authorize the Company (and its agent) to withhold from your final paycheck any amounts owed to the Company.

Please acknowledge your acceptance of these terms by signing and dating this letter in the space provided below and returning it to me along with the document(s) noted above by the close of business on _____, _____ (after which the offer is withdrawn and can no longer be accepted). The Company will provide you with a copy of the signed documents for your records, at your request. After you have provided these completed, signed documents, you will be notified of the date, time and location to report for your medical examination.

If you have any questions about this conditional offer, please contact me. We are looking forward to you joining our team and to a mutually beneficial relationship.

Very truly yours,

By: _____

Its: _____

ACCEPTED AND AGREED:

Date: _____, 20____

Enclosures

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March __, 2021

[Name]

[Address]

Re: Apprenticeship Acceptance

Dear _____:

We are pleased to inform you that you have successfully passed the conditions described in our earlier letter. On behalf of [Insert employer legal name] (the “Company”), welcome to the team. Your first day of employment is scheduled to be _____, _____, 2021. Please report to _____ located at _____ at _____ am.

At this time, we invite you to consider completing and returning the Voluntary Disability Disclosure form prepared by the United States Department of Labor. A copy of the form is enclosed. Please note that self-identification is completely voluntary, and individuals are protected from disability discrimination whether or not they disclose a disability. If you choose to complete the form, it will be kept confidential. You may return the form in the enclosed envelope.

If you have any questions, please contact me. We are looking forward to a mutually beneficial relationship.

Very truly yours,

By: _____

Its: _____

Enclosures



Voluntary Disability Disclosure

OMB No. 1205-0223 Expiration Date: 03/31/2023

Please check one of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

Your name: _____

Date: _____

Why are you being asked to complete this form?

Because we are a sponsor of a registered apprenticeship program and participate in the National Registered Apprenticeship System that is regulated by the U.S. Department of Labor, we must reach out to, enroll, and provide equal opportunity in apprenticeship to qualified people with disabilities.^[1] To help us learn how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for apprenticeship, any answer you give will be kept private and will not be used against you in any way.

If you already are an apprentice within our registered apprenticeship program, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our apprentices at the time of enrollment, and then remind them yearly, that they may update their information. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition. Disabilities include, but are not limited to: blindness, deafness, cancer, diabetes, epilepsy, autism, cerebral palsy, HIV/AIDS, schizophrenia, muscular dystrophy, bipolar disorder, major depression, multiple sclerosis (MS), missing limbs or partially missing limbs, post-traumatic stress disorder (PTSD), obsessive compulsive disorder, impairments requiring the use of a wheelchair, and intellectual disability (previously called mental retardation).

^[1] Part 30 – Equal Employment Opportunity in Apprenticeship. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Apprenticeship website at <https://www.doleta.gov/OA/eoo/>.

**Southeast Michigan Community Alliance, Inc., through its
Workforce Intelligence Network business unit
Apprenticeship Program**
Apprentice Program Agreement



Please Read Carefully:

1. CERTIFICATION OF TRUTHFULNESS/RULES/STANDARDS/PROCEDURES

The information I provided in ETA-671, Apprenticeship Agreement, is accurate and complete to the best of my knowledge and belief. I affirm that I have received a copy of the Program standards and the Apprenticeship Program Procedures ("Procedures") for participation in the Apprenticeship Program ("Program") by the Southeast Michigan Community Alliance, Inc., through its Workforce Intelligence Network business unit ("SEMCA/WIN"), which I agree to follow. If I have any questions or concerns, I agree to immediately notify my Employer and/or SEMCA/WIN. I understand that any misrepresentation by me of any document or information in the Program, or failure to follow the Program Procedures or standards, may result in my discharge from the Program.

2. AUTHORIZATION FOR EMPLOYMENT/EDUCATION INFORMATION

I hereby authorize my Employer and Related Technical Instruction ("RTI") providers in the Program to provide SEMCA/WIN with my grades, attendance, class performance, behavior, hours worked and wage information prior to, during, and following the Program, in order to document that I have successfully completed all Work Process and RTI as documented in the Program standards. I waive the right I may have to notice prior to the release of any such information from my Employer and RTI provider(s). Further, I authorize SEMCA/WIN to provide such information to the United States Department of Labor ("USDOL") solely for Program compliance purposes. I hereby release all identified entities and persons from any and all liability for any causes of action, lawsuits, damages, claims, demands, injuries, costs, and/or attorney's fees, whatsoever resulting therefrom.

3. REQUEST FOR ACCOMMODATION

If I am a qualified individual with a disability and require accommodation to perform the essential duties required by the Program, I agree to immediately notify my Employer and/or SEMCA/WIN.

4. NO EMPLOYMENT RELATIONSHIP WITH SEMCA/WIN

I understand and agree that SEMCA/WIN is not in any way my employer, a co-employer, dual employer or a joint employer of me. I agree not to claim otherwise for any purpose.

5. SHORTENED LIMITATIONS PERIOD

I understand and agree that any and all causes of action, lawsuits, damages, claims, demands, injuries, costs, and/or attorney's fees, whatsoever including but not limited to those arising under any State or Federal civil rights statutes and those seeking collective or class relief relating to my admission to the Program, my participation in the Program, and/or my discharge from the Program relating in any way to SEMCA/WIN, its local elected officials, area governments, boards, members, officers, directors, employees, agents, and/or representatives (collectively, "Claims") must be brought, if at all, within six (6) months of the event or events from which the Claims arise (or within the time frame provided by any shorter statute of limitations), or the Claims will be forever barred to the full extent permitted by applicable law. I waive any statutes of limitations to the contrary. Applicable law means the law applicable in the State of Michigan, regardless of any conflict of law principles.

6. WAIVER OF COURT LAWSUIT AND JURY TRIAL/AGREEMENT TO ARBITRATION

I understand and agree that, to the full extent permitted by applicable law, I waive the right to file any and all Claims in Court, including waiving the right to have a jury trial, and agree that any Claims of any kind will be first submitted to mediation before the Federal Mediation and Conciliation Service and, if not resolved at mediation, decided exclusively by final and binding arbitration before the Federal Mediation and Conciliation Service under the then applicable rules of said Service and that a court of competent jurisdiction may enter a judgment on any such arbitration award.

**Southeast Michigan Community Alliance, Inc., through its
Workforce Intelligence Network business unit
Apprenticeship Program**
Apprentice Program Agreement



I have read and understand this Acknowledgment and Agreement, agree that all terms stated herein are reasonable and certify my agreement to same by voluntarily signing below. Further, if I am submitting this Acknowledgment and Agreement electronically, I agree that my electronic signature is just as binding on me as my actual handwritten signature in ink would be.

Signature of Apprentice

Print Name

Date

663401



APPRENTICE REGISTRATION – SECTION II

OMB No. 1205-0223 Expires: 06/30/2018

Warning: This agreement does not constitute a certification under Title 29, CFR, Part 5 for the employment of the apprentice on Federally financed or assisted construction projects. Current certifications must be obtained from the Office of Apprenticeship (OA) or the recognized State Apprenticeship Agency shown below. (Item 24)

The program sponsor and apprentice agree to the terms of the Apprenticeship Standards incorporated as part of this Agreement. The sponsor will not discriminate in the selection and training of the apprentice in accordance with the Equal Opportunity Standards in Title 29 CFR Part 30, and Executive Order 11246. This agreement may be terminated by either of the parties, citing cause(s), with notification to the registration agency, in compliance with Title 29, CFR, Part 29

PART A: TO BE COMPLETED BY APPRENTICE. NOTE TO SPONSOR: PART A SHOULD ONLY BE FILLED OUT BY APPRENTICE.

1. Name (Last, First, Middle) and Address (No., Street, City, State, Zip Code, Telephone Number)		*Social Security Number - - -		Answer Both A and B (Voluntary) (Definitions on reverse)		5. Veteran Status (Mark one) <input type="checkbox"/> Non-Veteran <input type="checkbox"/> Veteran	
2. Date of Birth (Mo., Day, Yr.)		3. Sex (Mark one) <input type="checkbox"/> Male <input type="checkbox"/> Female		4. a. Ethnic Group (Mark one) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino b. Race (Mark one or more) <input type="checkbox"/> American Indian or Alaska native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White		6. Education Level (Mark one) <input type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th to 12th grade <input type="checkbox"/> GED <input type="checkbox"/> High School Graduate or Greater <input type="checkbox"/> Post Secondary or Technical Training	
7a. Employment Status (Mark one) <input type="checkbox"/> New Employee <input type="checkbox"/> Existing Employee							
7b. Career Connection (Mark one) (Instructions on reverse) <input type="checkbox"/> None <input type="checkbox"/> Pre-Apprenticeship <input type="checkbox"/> Technical Training School <input type="checkbox"/> Military Veterans <input type="checkbox"/> Job Corps <input type="checkbox"/> YouthBuild <input type="checkbox"/> HUD/STEP-UP <input type="checkbox"/> Career Center Referral <input type="checkbox"/> School-to-Registered Apprenticeship							
8. Signature of Apprentice Date				9. Signature of Parent/Guardian (if minor) Date			

PART B: SPONSOR: EXCEPT FOR ITEMS 6, 7, 8, 10a. - 10c, REMAINDER OF ITEMS REPOPULATED FROM PROGRAM REGISTRATION.

1. Sponsor Program No. Sponsor Name and Address (No. Street, City, County, State, Zip Code)		2a Occupation (The work processes listed in the standards are part of this agreement).		2b Occupation Code: 2b.1. Interim Credentials Only applicable to Part B, 3.b. and 3.c. (Mark one) <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Occupation Training Approach (Mark one) 3a. <input type="checkbox"/> Time-Based 3b. <input type="checkbox"/> Competency-Based 3c. <input type="checkbox"/> Hybrid		4. Term (Hrs., Mos., Yrs.)		5. Probationary Period (Hrs., Mos., Yrs.)	
6. Credit for Previous Experience (Hrs., Mos., Yrs.)		7. Term Remaining (Hrs., Mos., Yrs.)		8. Date Apprenticeship Begins	
9a. Related Instruction (Number of Hours Per Year)	9b. Apprentice Wages for Related Instruction <input type="checkbox"/> Will Be Paid <input type="checkbox"/> Will Not Be Paid		9c. Related Training Instruction Source		

10. Wages: (Instructions on reverse)										
10a. Pre-Apprenticeship Hourly Wage \$ _____			10b. Apprentice's Entry Hourly Wage \$ _____			10c. Journeyworker's Hourly Wage \$ _____				
Check Box 10d. Term <input type="checkbox"/> Hrs., <input type="checkbox"/> Mos., or <input type="checkbox"/> Yrs.	Period 1	2	3	4	5	6	7	8	9	10
10e. Wage Rate (Mark one) % <input type="checkbox"/> or \$ <input type="checkbox"/>										
11. Signature of Sponsor's Representative(s) Date Signed					13. Name and Address of Sponsor Designee to Receive Complaints (If applicable)					
12. Signature of Sponsor's Representative(s) Date Signed										

PART C: TO BE COMPLETED BY REGISTRATION AGENCY

1. Registration Agency and Address		2. Signature (Registration Agency)		3. Date Registered	
4. Apprentice Identification Number (Definition on reverse):					

Program Definitions and/or Instructions:

Part A

Item 4.a. Definition - Ethnic Group:

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Item 4.b. Definitions - Race:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Item 7b. Instructions:

Indicate any career connection (definitions follow). Enter "None" if no career connection applies.

Pre-Apprenticeship. A program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program which has or have a documented partnership(s) with a Registered Apprenticeship program(s).

Technical Training School. Graduates trained in an occupation from a technical training school related to an occupation registered by the program sponsor and who meet the minimum qualifications for Registered Apprenticeship.

Military Veterans. Veterans that completed a military technical training school and/or elect to participate in the Building and Construction Trades Helmets to Hardhats Program or trained in an occupation while in the military related to an occupation registered by the program sponsor and who meet the minimum qualifications for Registered Apprenticeship.

Job Corps. Graduates trained in an occupation from a federally funded Job Corps center related to an occupation registered by the program sponsor and who meet the minimum qualifications for Registered Apprenticeship.

YouthBuild. Graduates trained in an occupation from a federally funded YouthBuild program related to an occupation registered by the sponsor and who meet the minimum qualifications for Registered Apprenticeship.

HUD/STEP-UP. Applicants who successfully participated in the U.S. Department of Housing and Urban Development Step-Up program and received an apprenticeship experience which meets the minimum qualifications for Registered Apprenticeship.

Career Center Referral. Includes career center participants referred to the Registered Apprenticeship Program and/or apprentice(s) that receive workforce system funded services that support their participation in a Registered Apprenticeship program. This may include the use of individual training accounts and/or on-the-job training reimbursements.

School-to-Registered Apprenticeship. Program designed to allow high school youth ages 16 - 17 to enter a Registered Apprenticeship program and continue after graduation with full credit given for the high school portion.

Part B

Item 2.b.1. Interim Credentials. Based on program standards that utilize the competency-based or hybrid training approach, and, upon request of the program sponsor, the credentials are issued as certificates by the Registration Agency. Interim credentials provide certification of competency attainment by an apprentice.

Item 3. Occupation Training Approach. The program sponsor decides which of the three training methods to use in the program as follows:

- 3.a. Time-Based Training Approach - apprentice required to complete a specific number of hours of on-the-job learning (OJL) and related training instruction (RTI).
- 3.b. Competency-Based Training Approach - apprentice required to demonstrate competency in defined subject areas and does not require any specific hours of OJL or RTI; or
- 3.c. Hybrid-Training Approach - apprentice required to complete a minimum number of OJL and RTI hours and demonstrate competency in the defined subject areas.

Item 4. Term (Hrs., Mos., Yrs.). Based on the program sponsor's training approach. See Part B, Item 4. Available in the terms of the Apprenticeship Standards.

Item 5. Probationary Period (Hrs. Mos., Yrs.) Probation period cannot exceed 25 percent of the length of the program or one year, whichever is shorter.

Item 7. Term Remaining (Hrs., Mos., Yrs.). Under Part B, Item 6., Credit for Previous Experience (Hrs., Mos., Yrs.) is determined by the program sponsor. The Term Remaining (Hrs., Mos., Yrs.) in Part B, Item 7., for the apprentice to complete the apprenticeship is based on the training approach indicated in Part B, Item 3. The term remaining is available in the terms of the Apprenticeship Standards.

Item 10. Wage Instructions:

10a. Pre-Apprentice hourly wage: sponsor enters the individual's hourly wage in the quarter prior to becoming an apprentice.

10b. Apprentice's entry hourly wage (hourly dollar amount paid): sponsor enters this apprentice's entry hourly wage.

10c. Journeyworker's wage: sponsor enters wage per hour.

10d. Term: sponsor enters in each box the apprentice schedule of pay for each advancement period based on the program sponsor's training approach. See Part B, Item 3., and is available in the terms of the Apprenticeship Standards.

10e. Percent or dollar amount: sponsor marks one.

Note: 10c. If the employer is signatory to a collective bargaining agreement, the journeyworker's wage rate in the applicable collective bargaining agreement is identified. Apprenticeship program sponsors not covered by a collective bargaining agreement must identify a minimum journeyworker's hourly wage rate that will be the basis for the progressive wage schedule identified in Item 10e, of this agreement.

10d. The employer agrees to pay the hourly wage rate identified in this section to the apprentice each period of the apprenticeship based on the successful completion of the training approach and related instructions outlined in the Apprenticeship Standards. The period may be expressed in hours, months, or years.

10e. The wage rates are expressed either as a percent or in dollars and cents of the journeyworker's wage depending on the industry.

Example (Time-based approach) - 3 YEAR APPRENTICESHIP PROGRAM

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>
Hrs., Mos., Yrs.	1000 Hrs.	1000 Hrs.	1000 Hrs.	1000 Hrs.	1000 Hrs.	1000 Hrs.
%	55	60	65	70	80	90

Example (Time-based approach) - 4 YEAR APPRENTICESHIP PROGRAM

<u>Term</u>	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>Period 4</u>	<u>Period 5</u>	<u>Period 6</u>	<u>Period 7</u>	<u>Period 8</u>
Hrs., Mos., Yrs.	6 Mos.	6 Mos.	6 Mos.	6 Mos.	6 Mos.	6 Mos.	6 Mos.	6 Mos.
	50	55	60	65	70	75	80	90

Item 13. Identifies the individual or entity responsible for receiving complaints (Code of Federal Regulations, CFR, Title 29 part 29.7(k)).

Part C.

Item 4. Definition: The Registered Apprenticeship Partners Information Data System (RAPIDS) encrypts the apprentice's social security number and generates a unique identification number to identify the apprentice. It replaces the social security number to protect the apprentice's privacy.

*The submission of your social security number is requested. The apprentice's social security number will only be used to verify the apprentice's periods of employment and wages for purposes of complying with the Office of Management and Budget related to common measures of the Federal job training and employment programs for measuring performance outcomes and for purposes of the Government Performance and Results Act. The Office of Apprenticeship will use wage records through the Wage Record Interchange System and needs the apprentice's social security number to match this number against the employers' wage records. Also, the apprentice's social security number will be used, if appropriate, for purposes of the Davis Bacon Act of 1931, as amended, U.S. Code Title 40, Sections 276a to 276a-7, and Title 29 CFR 5, to verify and certify to the U.S. Department of Labor, Wage and Hour Division, that you are a registered apprentice to ensure that the employer is complying with the geographic prevailing wage of your occupational classification. Failure to disclose your social security number on this form will not affect your right to be registered as an apprentice. Civil and criminal provisions of the Privacy Act apply to any unlawful disclosure of your social security number, which is prohibited.

The collection and maintenance of the data on ETA-671, Apprentice Registration – Section II Form, is authorized under the National Apprenticeship Act, 29 U.S.C. 50, and CFR 29 Part 29.1. The data is used for apprenticeship program statistical purposes and is maintained, pursuant to the Privacy Act of 1974 (5 U.S.C. 552a.), in a system of records entitled, DOL/ETA-4, Registered Apprenticeship Partners Information Management Data System (RAPIDS) at the U.S. Department of Labor, Office of Apprenticeship,. Data may be disclosed to a State Apprenticeship Agency to determine an assessment of skill needs and program information, and in connection with federal litigation or when required by law.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average five minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond is required to obtain or retain benefits under 29 USC 50. Send comments regarding this burden or any other aspect of this collection of information including suggestions for reducing this burden to the U.S. Department of Labor, Office of Apprenticeship, 200 Constitution Avenue, N.W., Room N-5311, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0023.)
