



## Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1

U.S. Department of Labor

For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

### A. Attorney or Agent Declaration

**I HEREBY CERTIFY** that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a \$250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
4. Firm/Business name		
5. E-Mail address		
6. Signature		7. Date signed

### B. Employer Declaration

By virtue of my signature below, I HEREBY CERTIFY the following conditions of employment:

- The employer has requested and been granted H-2B registration by the Department of Labor.
- The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay at least the offered wage, free and clear, either in cash or in a negotiable instrument payable at par, during the entire period of this application. The employer guarantees to supplement a piece rate wage if at the end of the workweek, the piece rate it does not result in average hourly piece rate earnings during the workweek at least equal to the highest of the prevailing wage or the applicable Federal, State, or local minimum offered hourly wage rate.
- The offered wage is not based on commissions, bonuses, or other incentives unless the employer guarantees a wage earned every workweek that equals or exceeds the offered wage.
- The employer will make all deductions from workers' paycheck required by law and only those additional authorized deductions disclosed in the job order. Deductions not disclosed will be prohibited. The wage payment requirement in condition 2 of this Declaration will not be met where unauthorized deductions, deposits, rebates, or refunds reduce the wage payment below the offered wage or where the worker "kicks back" any part of the wages to the employer or another person for the employer's benefit.
- The job opportunity is a bona fide, full-time temporary position (at least 35 hours per workweek), the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations and area of intended employment, including any minimum productivity standards required as a condition of job retention.
- The employer guarantees to offer the workers employment for a total number of work hours equal to at least three-fourths of the workdays in each 4-week period, beginning with the first workday after the worker's arrival at the place of employment or the advertised first date of need, whichever is later, and ending on the expiration date specified in the job order.
- If, before the expiration date specified in the job order, the services of a worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God, the employer may terminate the job order with approval of the Certifying Officer, and will fulfill the applicable three-fourths guarantee, make efforts to transfer the workers to comparable employment, or if transfer is not effected, provide return transportation for the worker as specified in the regulations.
- The employer will keep a record of workers' earnings and provide the workers with the required earnings statements on or before each payday, which must be at least every 2 weeks or according to the prevailing practice in the area of intended employment, whichever is more frequent.
- The employer has disclosed all transportation and subsistence costs that it will pay in the job order. The employer will either advance all visa, visa-related, border crossing, subsistence, and transportation expenses to workers traveling to the employer's worksite, pay for them directly, or reimburse them within the first week of employment for both H-2B and corresponding workers. The employer will pay for such workers' return transportation and daily subsistence if the workers have no immediate subsequent employment. All employer-provided transportation must comply with all applicable Federal, State, or local laws and regulations.
- The employer will provide to workers, without charge or deposit, all tools, supplies, and equipment required to perform the duties assigned.



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11. The employer will provide a copy of the job order to all H-2B workers at the time the job offer is made, but no later than when the worker applies for a visa if located abroad, and to workers in corresponding employment no later than on the day work commences.
12. The employer has posted a Department provided poster detailing H-2B and corresponding workers' rights and protections in a conspicuous location at the place of employment. The employer will request and post additional posters in languages common to a significant portions of the workers if they are not fluent in English.
13. The employer has not and will not (and has not and will not cause another person to) intimidate, threaten, restrain, coerce, blacklist, discharge or in any other manner discriminate against any person who, with respect to 8 U.S.C. 1184(c), 20 CFR Part 655, Subpart A, 29 CFR Part 503, or any other Department regulation promulgated thereunder, has filed a complaint, instituted or caused to be instituted and proceeding, testified or is about to testify, consulted with an employee of a legal assistance program or an attorney, or exercised or asserted on behalf of himself/herself any right or protection.
14. The employer and its attorney, agents and/or employees have not sought or received payment of any kind from the H-2B worker for any activity related to obtaining employment certification, including but not limited to payment of the employer's attorney or agent fees, application fees, or recruitment costs. Payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.
15. The employer has and will contractually forbid in writing any agent or recruiter (or any employee of such agent or recruiter) whom the employer engages, directly or indirectly, in international recruitment of H-2B workers to seek or receive payments or other compensation from prospective workers. The employer and its attorney and/or agent will provide to the Department a copy of all agreements with any agent or recruiter whom it engages or plans to engage in the international recruitment of H-2B workers.
16. The employer has not/will not offer terms, wages, and working conditions to U.S. workers that are less favorable than those offered to H-2B workers.
17. The job opportunity was/is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer will conduct the required recruitment, in accordance with regulations. U.S. workers who apply for the job will be rejected only for lawful, job-related reasons and the employer will retain records of all rejections.
18. The employer will conduct all required recruitment activities pursuant to the regulations, including but not limited to: additional recruitment if required by the Certifying Officer and contacting all of its former U.S. workers employed in the occupation at the place of employment during the previous year, disclosing the terms of the job order, and soliciting their return, unless they were dismissed for cause or abandoned the worksite.
19. The employer has and will continue to cooperate with the SWA by accepting referrals and hiring all eligible U.S. workers who apply for the job opportunity until the later of either the date the last H-2B worker departs for the job opportunity or 3 days before the date of need. If the last H-2B worker has not departed by 3 days before the date of need, the employer will immediately inform the SWA in writing of the new departure date.
20. There job opportunity is not vacant because the former occupant(s) is no (are) on strike or locked out at the worksite for which the employer is requesting an H-2B certification in the course of a labor dispute involving a work stoppage.
21. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation and area of intended employment within the period beginning 120 days before the date of need through the end of the period of certification, except unless all H-2B workers are laid off first, where the employer offered the job opportunity to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for lawful, job-related reasons.
22. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment or in a job opportunity not listed on the approved application unless the employer has obtained a new approved application ETA Form 9142.
23. Upon the separation from employment of any H-2B or corresponding worker(s) employed under this application, if such separation occurs prior to the end date of the employment specified in this application, the employer will notify the Department in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. The employer will also notify DHS in writing (or any other manner specified by DHS) of such separation of an H-2B worker.
24. During the period of employment that is the subject of this application, the employer will comply with applicable Federal, State and local employment-related laws and regulations including, but not limited to, employment-related health and safety laws, and 20 CFR Part 655, Subpart A, 29 CFR Part 503, and the prohibition on holding or confiscating workers' passports, visas, or other immigration documents contained in 18 U.S.C. 1592(a).
25. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on this application. employer will cooperate with any agent of the Secretary of Labor who is exercising or attempting to exercise the Department's authority pursuant to 8 U.S.C. 1184(c).
26. The employer will retain all documents pertaining to this application and registration, the recruitment-related documents the payroll records, and related documents for 3 years as required by the regulations at 20 CFR 655.56 and 29 CFR 503.17.



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**I hereby designate** the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

**I declare** under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a \$250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).*

1. Last (family) name	2. First (given) name	3. Middle initial
4. Title		
5. Signature		6. Date signed

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