

CW-1 Application for Temporary Employment Certification
Form ETA-9142C – Appendix C
U.S. Department of Labor



For Use in Filing Applications Under the CW-1 Program ONLY

A. Attorney or Agent Declaration

I hereby declare under penalty of perjury that I am an employee of, or hired by, the employer listed in Section B of the Form ETA-9142C, and that I have been designated by that employer in accordance with 20 CFR 655.403 and 655.404 to act on its behalf in connection with this application. If I am an agent and not an employee of the employer, then I have attached an agency agreement.

I HEREBY CERTIFY that I have provided to the employer Form ETA-9142C and all supporting documentation for review and to the best of my knowledge the information contained herein is true and accurate, including the employer's declaration regarding activities that I have undertaken on the employer's behalf in connection with this application. I understand that to knowingly furnish materially false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).

1. Attorney or Agent's Last (family) Name *	2. First (given) Name *	3. Middle Initial §
4. Firm/Business Name *		
5. Signature *		6. Date Signed *

B. Employer Declaration

By virtue of my signature below, **I HEREBY CERTIFY** my knowledge of and compliance with the following conditions of employment:

- The job opportunity is a bona fide, full-time temporary position (of at least 35 hours per workweek), the qualifications and requirements for which are consistent with the normal and accepted qualifications and requirements imposed by non-CW-1 employers in the same or comparable occupations, in the Commonwealth. The employer has listed all qualifications and requirements in this application or work contract.
- There is no strike or lockout at any of the employer's places of employment within the Commonwealth for which the employer is requesting a CW-1 certification.
- The job opportunity was/is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, disability, or citizenship. U.S. workers who apply for the job will be hired, unless the employer has a lawful, job-related reason(s) for the rejection, and the employer will retain records of all rejections.
- The employer has not offered/will not offer terms, wages, and working conditions to U.S. workers that are less favorable than those offered or to be offered to CW-1 workers or impose restrictions or obligations on U.S. workers that are not imposed on CW-1 workers. This does not relieve the employer from providing CW-1 workers with at least the minimum benefits, wages, and working conditions that must be offered to U.S. workers.
- The offered wage equals or exceeds the highest of the applicable Federal or Commonwealth minimum wage, or the prevailing wage determination for the occupation that is issued by the Department to the employer, as reflected on the employer's approved *Application for Temporary Employment Certification* or work contract, for the time period the work is performed. 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 must use a single workweek as its standard for computing wages due.
- 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 guarantees to supplement a piece rate wage if at the end of the workweek, the piece rate does not result in average hourly piece rate earnings during the workweek at least equal to the offered wage.
- During the period of employment that is the subject of this application or work contract, the employer will comply with applicable Federal and Commonwealth employment-related laws and regulations, including, but not limited to, employment-related health and safety laws, and all applicable provisions of the Fair Labor Standards Act, 29 U.S.C. 201 et seq. In addition, the employer and its agents and attorneys are prohibited from holding or confiscating workers' passports, visas, or other immigration documents pursuant to 18 U.S.C. 1592(a).
- The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation and Commonwealth within the period beginning 270 days before the date of need through the end of the period of certification, unless the layoff is for lawful, job-related reasons and all CW-1 workers are laid off first.

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9. The employer and its agents, attorneys, and/or employees have not sought or received, and will not seek to receive, payment of any kind from the worker for any activity related to obtaining certification or employment, including, but not limited to, payment of the employer's attorney or agent fees, application or petition 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.
10. Upon the separation from employment of any CW-1 or U.S. worker(s) employed under this application or work contract, if such separation occurs prior to the end date of the employment specified in this application or work contract, the employer will notify the Department in writing of the separation from employment not later than two work days after such separation is discovered by the employer.
11. The employer will not place any CW-1 workers employed pursuant to this application outside the Commonwealth or in a job classification not listed on the approved application unless the employer has obtained a new approved *Application for Temporary Employment Certification*.
12. The employer will make all deductions from workers' paychecks required by law and only those additional authorized and reasonable deductions disclosed in this application or work contract. Deductions not disclosed will be prohibited. Reasonableness of authorized deductions is determined under the principles stated in 29 CFR part 531. The wage payment requirement in conditions 5 and 6 of this Declaration will not be met where unauthorized or unreasonable 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.
13. The employer has specified in this application or work contract any applicable minimum productivity standard which the workers must meet in order to retain the job. With respect to any applicable productivity standard, the employer is able to demonstrate that such standard is normal and usual for non-CW-1 employers for the same occupation in the Commonwealth.
14. If, before the expiration date specified in the approved *Application for Temporary Employment Certification* or work contract, 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, or similar unforeseeable man-made catastrophic event, the employer may terminate the work contract with written approval of the Certifying Officer, and will 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.
15. The employer will keep a record of workers' earnings and provide to workers with earnings statements as required by 20 CFR 655.423(i) on or before each payday, which must be at least every two weeks.
16. The employer will either advance all visa, visa-related, border crossing, subsistence, and transportation expenses to workers traveling to the employer's worksite from the workers' place of recruitment, pay for them directly, or reimburse such expenses, other than travel and subsistence, in the first workweek and reimburse the remainder of the expenses no later than the time workers complete 50 percent of the period covered by the work contract. (Advancement of transportation and subsistence costs to U.S. workers employed under this application is required when it is the prevailing practice of non CW-1 employers in the occupation in the Commonwealth or when the employer extends such benefits to similarly situated CW-1 workers.) Provided that workers work until the end of the certified period of employment or are dismissed from employment for any reason before the end of that period, the employer will pay for such workers' return transportation to the place of recruitment and daily subsistence if the workers have no immediate subsequent CW-1 employment. All employer-provided transportation must comply with all applicable Federal, State or Commonwealth, or local laws and regulations.
17. The employer will provide to workers, without charge or deposit, all tools, supplies, and equipment required to perform the duties assigned.
18. The employer will provide a copy of the work contract to all CW-1 workers no later than when the worker applies for a visa if located abroad, no later than the time of the job offer by the subsequent CW-1 employer if the CW-1 worker is changing employment from one CW-1 employer to a subsequent CW-1 employer, and to U.S. workers employed under this application no later than on the day work commences. The disclosure must be in a language understood by the workers, as necessary or reasonable.
19. 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 any applicable Federal or Commonwealth laws and regulations, has filed a complaint; instituted or caused to be instituted any proceeding; testified or is about to testify; consulted with a worker's center, community organization, labor union, legal assistance program, or attorney; or exercised or asserted on behalf of himself/herself or others any right or protection.
20. The employer has and will contractually forbid in writing any agent or recruiter (or any agent or employee of such agent or recruiter) whom the employer engages, directly or indirectly, in international recruitment of CW-1 workers to seek or receive payments or other compensation from prospective workers.
21. The employer will conduct all required recruitment activities pursuant to 20 CFR 655.440 through 655.446, 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 *Application for Temporary Employment Certification*, and soliciting their return, unless they were dismissed for cause or abandoned the place of employment.

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22. The employer will retain all documents pertaining to this application and prevailing wage determination, the recruitment-related documents, the payroll records, and related documents for three years as required by the regulations at 20 CFR 655.456.

I hereby designate the agent or attorney identified in Section D (if any) of Form ETA-9142C and Section A above to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney on my behalf, including on every page of Form ETA-9142C and documentation supporting this application.

I declare under penalty of perjury that I have read and reviewed this application, including every page of Form ETA-9142C and supporting documentation, and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).*

1. Last (family) Name *	2. First (given) Name *	3. Middle Initial §
4. Title *		
5. Signature *		Date Signed *

For the public burden statement, please see the Form ETA-9142C, General Instructions.

Draft - Not for Submission