

BRITISH WEST INDIES CENTRAL LABOUR ORGANISATION

ROOM 330 DUPONT CIRCLE BUILDING
1346 CONNECTICUT AVENUE
WASHINGTON, D. C. 20036

TELEGRAPHIC } BEWEL
ADDRESS } WASHINGTON
TELEPHONE: DECATUR 2-7778

REPRESENTING THE GOVERNMENT OF: -
JAMAICA
GUYANA BARBADOS
BRITISH HONDURAS WINDWARD ISLANDS
LEEWARD ISLANDS

IN REPLY PLEASE REFER TO
FILE NO. CLO/ _____

WARNING TO ALL WEST INDIAN WORKERS

The Work Agreement you have signed is a legal contract which has been approved by your Ministry of Labour, the United States Department of Labor, the U.S. Immigration Service, and you will be entitled to work only for the employer whose name is shown on the agreement.

You must only work for that employer and do the type of work called for by the contract and even on your day off you must not work for anyone else.

When you have arrived at your workplace in the United States you may be approached by Americans or by West Indians, who live permanently in the United States, with suggestions that you leave your camp or authorised employer and work off the contract.

The people who make these suggestions may tell you that you will earn big money and they may want to charge you a large fee for finding you employment. Such suggestions are bad advice. You will be breaking your contract; you will be breaking the United States Law; and if you are caught by the U.S. Immigration Service you may be detained in jail and then deported back to your home. The expenses will be charged to you and you will have to pay the expenses from your savings.

The people who may try to encourage you to leave the contract may be paid by employers who engage your services illegally. They are likely to put you in very poor housing, charge you high rent, and feed you poorly at great expense to you. These same people are likely to report you to the United States authorities if you do not agree to all their rules and regulations while you are working with them.

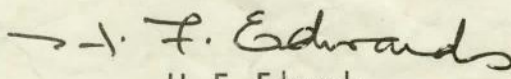
During the past three years, a man who ran away from his camp with an American woman was shot to death by that woman; another man who ran away from his camp was injured in an automobile accident and left in a dying condition by the man who had persuaded him to run away; another man was injured in an automobile accident along with other Jamaican workers who had skipped their contracts.

None of these workers had any insurance and their families received no financial help.

Two other men were persuaded to run away by a man who subsequently attempted to take all of their earnings and had them arrested on charges of attempted robbery because they refused to give up their earnings.

Many men, after they have abandoned their legal employment, have been arrested by the United States authorities, detained in jail and deported back to their homes, and in many cases they had so few possessions they had to be given clothing and many who were barefoot were given shoes out of charity.

STAY WITH YOUR AGREEMENT AT YOUR CAMP AND IF YOU HAVE PROBLEMS, DO NOT RUN AWAY BUT ASK YOUR LIAISON OFFICER TO HELP YOU.


H. F. Edwards
Chief Liaison Officer

AGREEMENT FOR THE EMPLOYMENT OF BRITISH WEST INDIANS IN AGRICULTURAL WORK IN THE UNITED STATES OF AMERICA

19 OCT 1972

THIS AGREEMENT made on the

between FLORIDA SUGAR PRODUCERS ASSOCIATION of the FIRST PART (hereinafter called "the employer") and WORRELL Joseph Alfonso

of the SECOND PART (hereinafter called "the worker"), particulars in respect of whom are specified in Clause 1 of this Agreement and H. F. EDWARDS, acting for and on behalf of the Governments of Antigua, Barbados, British Honduras, Dominica, Grenada, Guyana, Jamaica, Montserrat, St. Kitts, St. Lucia and St. Vincent of the THIRD PART (hereinafter called "the Government's Agent").

WITNESSETH:

WHEREAS, the employer, the Government of BARBADOS (hereinafter called "the Government") and the worker mutually desire that the worker shall be beneficially employed in the United States of America to alleviate the present shortage of agricultural labour:

AND WHEREAS, the Government's Agent has been duly authorized to act for the Government in this behalf:

NOW THEREFORE, in consideration of the above and of the mutual undertakings hereinafter set forth, the PARTIES HEREBY AGREE, as follows:-

1. PARTICULARS IN RESPECT OF THE WORKER

The particulars in respect of the worker are as follows:-

Place of Recruitment: For the purposes of this agreement the place of recruitment shall be deemed to be Kingston, Jamaica.

Worker's Contract No. X250109
Worker's address in the U.S.A. Clewiston
Place of engagement Florida
Area of employment Florida

2. SCOPE OF EMPLOYMENT

The Employer will cause the worker to be employed and the worker will serve the employer or the farmer within the area of employment specified in Clause 1 of this Agreement to whom he has been assigned by the employer for the period and upon and subject to the terms and conditions hereinafter mentioned.

3. PERIOD OF EMPLOYMENT

The employment of the worker hereunder shall commence from the date of his arrival at the place of engagement as specified in Clause 1 of this Agreement and shall (unless sooner terminated as hereinafter provided) continue until April 30, 1973

4. OBLIGATIONS OF THE WORKER

- (a) The worker will proceed to the place of engagement in the United States of America as specified in Clause 1 of this Agreement when and as the Government's Agent shall require;
(b) The worker shall work and reside at the place of engagement as aforesaid or at such other place as the employer with the approval of the Government's Agent may require;
(c) The worker shall at all times during the continuance of his employment hereunder, as the employer or his agent may from time to time require, diligently and faithfully perform the duties of an agricultural worker or any duties connected therewith or related thereto, under the supervision and direction of the employer or his agent, so, however, that the worker shall not be obliged to work for more than eight hours in any period of twenty-four consecutive hours nor on one day in each period of seven consecutive days;
(d) The worker shall obey and comply with all rules and regulations of the employer which have been approved by the Government's Agent relating to the safety, discipline and the care and maintenance of property;
(e) The worker shall maintain the living quarters furnished to him by the employer or his agent in the same condition as to cleanliness as when received by him; in the event of the worker failing so to maintain said living quarters, the employer may, with the approval of the Government's Agent, so maintain said quarters at the expense of the worker;
(f) The worker shall not at any time during the continuance of his employment hereunder work for or serve any person other than the employer, or the farmer to whom he has been assigned by the employer;
(g) The worker shall execute such instruments as the Government's Agent may require for the purpose of giving full force and effect to this Agreement.

5. OBLIGATIONS OF THE EMPLOYER

- (a) The employer shall pay on behalf of:
(i) the worker a sum equivalent to the sum required for payment of the reasonable transportation expenses of the worker from Kingston, Jamaica to the place of engagement as specified in Clause 1 of this Agreement; provided, however, that the employer may in accordance with Clause 6(b) of this Agreement deduct such sum from the worker's earnings and retain the amount deducted until the worker completes 50% of the period of employment specified herein, in which event the worker shall be entitled to reimbursement by the employer of the amount so deducted following termination of his employment hereunder.
(ii) The worker from a country other than Jamaica an amount in addition to the amount referred to under Subclause (i) above being equivalent to the sum required for payment of the reasonable round-trip transportation expenses of the worker between that country and Jamaica, provided, however, that the employer may also deduct such additional sums from the earnings of the worker.
(b) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of his engagement as aforesaid;
(c) The employer shall provide, for the period of the worker's employment as stated in Clause (3) above, the opportunity of doing not less than 75% of full time work (as hereinafter defined) and in default of so providing shall upon the termination of the employment for any cause (other than termination under Clause (10) below) pay to the worker the difference between the amount which the worker would have earned had such opportunity been provided and the total sum of his earnings and subsistence allowances paid to him under Subclause (d) of this Clause.
For the purposes of this Clause -
(i) "full time work" means work for eight hours per day six days per week at wages prevailing in the area of employment for the type of work in question;
(ii) a worker to whom an employer makes work available as aforesaid shall be deemed to be provided with the opportunity of doing full time work for as long as the work is so available notwithstanding that he does not do it by reason of his unavailability, unwillingness or inability to do it;
(iii) the wages prevailing in the area of employment shall in the case of work paid for by piece rates (but only in such cases) be deemed to be the actual average earnings of the worker while engaged in work of that type.
(d) The employer shall during the continuance of the worker's employment hereunder, pay the worker in lawful money of the United States of America, at weekly or fortnightly intervals, wages at rates not less than the prevailing hourly rates (i.e. \$ 1.85-2.00 cents per hour) or the prevailing rates for piece work (as the case may be) paid for similar work under the same conditions and within the particular area of employment;
(e) The employer shall, without prejudice to Subclause (c) of this Clause, provide during the continuance of the worker's employment hereunder sufficient work to enable the worker, being willing and able to work, to earn a sum not less than the sum of XX (hereinafter referred to as "the stipulated minimum earnings") in respect of each payroll period of two weeks, or in the event of failure from any cause to provide such sufficient work, the employer shall pay to the worker an allowance of a sum which together with the sum earned by the worker during such payroll period will equal the stipulated minimum earnings; or if the worker has not earned any wages during such period, the employer shall pay to the worker a sum in the amount of the stipulated minimum earnings;
(f) The employer shall, in the event of:
(i) the worker commencing his employment hereunder during the currency of any payroll period; or
(ii) the worker's employment terminating during the currency of any payroll period; or
(iii) the worker not being able or willing to work for any part of any payroll period, provide sufficient work to enable the worker to earn a minimum during the part of such payroll period in which he works such sum as bears to the stipulated minimum earnings the same proportion as the part of the payroll period during which he has worked bears to the entire payroll period;
(g) The employer shall provide such living quarters and meals for the worker as may be required or approved by the Government's Agent; such living quarters to be provided without cost to the worker and if the worker prepares his own meals, he shall be furnished, without cost, cooking utensils and cooking facilities, including fuel; and the cost to the worker of any such meals provided shall not exceed the actual cost to the employer for providing the same or \$ 2.55 per day, whichever is less;
(h) The employer shall not at anytime during the continuance of the worker's employment hereunder remove the worker from one area of employment to any other area of employment without the prior approval of the United States Employment Service and the Government's Agent;
(j) The employer shall not at anytime during the continuance of the worker's employment hereunder require him to purchase articles or services for consumption or use by him from any source not of his choice;
(k) The employer shall:
(i) provide for the worker at no cost to the worker the same guarantees with respect to medical care and compensation for personal injury arising out of and in the course of the worker's employment hereunder and for disease contracted in the course of such employment and directly attributable to the work in which the worker is engaged as may be required or permitted in like cases for domestic agricultural workers under the applicable State Law of the State in which the worker is employed when he receives such personal injury or contracts such disease;
(ii) in the absence of applicable State Law providing for payment of compensation to the worker for personal injury received or disease contracted by him as the result of his employment, the employer shall procure insurance satisfactory to the Government's Agent to provide for such compensation.
(l) The employer shall provide a suitable burial for the worker if he dies during the continuance of his employment hereunder or in lieu thereof at the request of the next-of-kin pay the cost involved in the preparation and transportation of the deceased worker to the place of origin;
(m) The employer shall upon the termination of the worker's employment hereunder (otherwise than in any of the events specified in Clause (10) of this Agreement) be obligated as follows:

Where board charge ranges from \$2.11 to \$2.25 per day
Where board charge ranges from \$2.26 to \$2.45 per day
fortnightly board charge plus \$8.00.
fortnightly board charge plus \$9.00.

No. of Worker..... X 258/89

An Agreement made on the 13th day of September 19 22
BETWEEN WARREN, Joseph Alphonse (hereinafter called "the Worker")
AND E. A. JORDAN Chief Labour Officer acting on behalf of the Cabinet

WHEREAS the worker has entered into an agreement (hereinafter called the "Work Agreement") with FLORIDA SUGAR PRODUCERS ASSOC (hereinafter called the "Employer") and the Government of Barbados for the purpose of the worker performing agricultural work in the United States of America.

AND WHEREAS it is a term of the said Work Agreement that deductions shall be made from all sums accruing under the said agreement to the Worker, and paid to the Government of Barbados to be applied on behalf of the Worker.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:-

1. The Cabinet shall deposit or cause to be deposited in safe keeping all sums paid to him through the British West Indies Central Labour Organisation by the worker's employer on behalf of the worker, such sums being deductions authorized under clause 5 of the Work Agreement.
2. During the absence of the Worker from Barbados, the Cabinet may deduct or authorise any person to deduct any monies so deposited in safe keeping on behalf of the Worker in the following order of priority.
 - ND (a) for payments in respect of the maintenance of any person dependent on the worker any sum which shall be specified in any Order of Court;
 - (b) for reimbursing a sum or sums equal to the amount of any expenses made to or on behalf of the Worker by the Government of Barbados;
 - (c) for payments (subject to any subsequently varying terms of clause 5 of the Work Agreement) to any person or persons specified in the letter of allotment attached hereto in the schedule, any sum specified in such letter of allotment in respect of such allottee;
 - (d) for reimbursing himself a sum or sums equal to the amount of any dues incurred by the Worker in the United States of America;
 - (e) That out of the amount deposited to the account there shall be paid by the Accountant General to the Regional Labour Board an amount equivalent to 3% of the gross earnings of the worker.
 - (f) After payments under (a) (b) and (c) the British West Indies equivalent of a sum not exceeding two hundred and fifty dollars (U.S.A. currency) shall be retained by the Cabinet to the Credit of the Worker's account on the terms and conditions specified in clauses 12 and 13 of the Work Agreement.
3. In the absence of fraud by any employee, the Cabinet shall not be liable to the Worker in respect of any sums wrongly paid out of any funds held by the Cabinet on account of the worker under any letter of Allotment or any purported letter of allotment or in pursuance or purported pursuance of this Agreement.

the request of the next-of-kin pay the cost involved in the preparation and transportation of the deceased worker to the place of origin;
(m) The employer shall upon the termination of the worker's employment hereunder (otherwise than in any of the events specified in Clause (10) of this Agreement) be obligated as follows:

AND IT IS HEREBY FURTHER AGREED AND DECLARED BETWEEN THE PARTIES HERETO that notwithstanding anything in the Work Agreement any sums of money due and owing by the Worker to the Government of Barbados being a sum -

- (a) lent, advanced or otherwise paid by the said Government to or on behalf of the worker under and by virtue of the Work Agreement whether the said sum of money was lent advanced or paid for or towards the transportation expenses of the Worker from Barbados to the United States of America or from the United States of America to Barbados or for any other purpose whatsoever under and by virtue of the Work Agreement; or
- (b) spent by the said Government in repatriating the worker from the United States of America to Barbados by reason of his employment having been terminated under clause twelve of the Work Agreement;

may be recovered by the said Government from the Worker as a civil debt by due process of law.

IN WITNESS WHEREOF the undersigned have hereunto set their hands.

Joseph W. Howell
 Signature of Worker

[Signature]
 Signature of Chief Labour Officer

SCHEDULE

To the Cabinet:

I hereby authorize you until further notice in writing to pay out of all funds held by you on my behalf the following amounts Monthly -

| NAME | ADDRESS | Monthly Amount | Signature of Allottee |
|-------|---------|----------------|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |

.....
 Witness to Signature

.....
 Signature of Worker

Government's Agent Signature

[Signature]