BRITISH WEST INDIES CENTRAL LABOUR ORGANISATION

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

TELEGRAPHIC | BEWEL WASHINGTON TELEPHONE: DECATUR 2-7778

IN REPLY PLEASE REFER TO

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

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 emitted 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 abaondoned 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

	THIS	AGREEMENT made on the 190611972		
etw	een	FLORIDA SUGAR PRODUCERS ASSOCIATION of the FIRST PART		
here	inafter	called "the employer") and WORRECC Toseph Alphonso		
nd S	for a	OND PART (hereinafter called "the worker"), particulars in respect of whom are specified in Clause 1 of this Agreement and H. F. EDWARDS, and on behalf of the Governments of Antigua, Barbados, British Honduras, Dominica, Grenada, Guyana, Jamaica, Montserrat, St. Kitts, St. Lucia cent of the THIRD PART (hereinafter called "the Government's Agent").		
	WHE	REAS, the employer, the Government of BARBADOS		
llevi	AND NOW	called "the Government") and the worker mutually desire that the worker shall be beneficially employed in the United States of America to present shortage of agricultural labour: WHEREAS, the Government's Agent has been duly authorized to act for the Government in this behalf: THEREFORE, in consideration of the above and of the mutual undertakings hereinafter set forth, the PARTIES HEREBY AGREE, as follows:— RTICULARS IN RESPECT OF THE WORKER		
	The p	of Recruitment: For the purposes of this agreement the place of recruitment shall be deemed to be Kingston, Jamaica.		
		Worker's Contract No.		
		Worker's address in the U.S.A. Clewiston		
		Place of employment Florida		
		Area of employment		
aus	The E	OPE OF EMPLOYMENT mployer will cause the worker to be employed and the worker will serve the employer or the farmer within the area of employment specified in this Agreement to whom he has been assigned by the employer for the period and upon and subject to the terms and conditions hereinafter	\$8.00	
	3. PE	RIOD OF EMPLOYMENT	plus	bins
gree	ment	mployment of the worker hereunder shall commence from the date of his arrival at the place of engagement as specified in Clause 1 of this und shall (unless sooner terminated as hereinafter provided) continue until April 30, 1973	-	
	(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;	charge	ain
		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 quantities.	board	5
	(4)	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;		
		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;	ht y	
		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;	tnight	מ
		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:	for	5
	a make a	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.	1 1	
		LIGATIONS OF THE EMPLOYER The employer shall pay on behalf of:	5 2	15
		(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 provided.	or d	
		completes 50% of the period of employment specified herein, in which event the worker shall be entitled until the worker	9 G	1
		(ii) The worker from a country other than Jamaica an amount in addition to the amount referred to under Subclause (i) shows being southern	2 4	1
	(b)	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. The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of his	0 \$,
		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	11 +	
		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.	n \$2.	
		(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;	from	
		(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	es es	
		(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) he desired to be	rang	,
		The employer shall during the continuance of the worker's employment hereunder pay the worker is lauful and the worker's employment hereunder pay the worker is lauful and the worker's employment hereunder pay the worker is lauful and the worker's employment hereunder pay the worker is lauful and the worker will be a second to the worker with the worker will be a second to the worker will be a second	e r	
		prevailing rates for piece work (as the case may be) paid for similar work under the same conditions and within the particular area of	charge	
	(e)	The employer shall without prejudice to Subclause (a) of this Clause		
		referred to as "the stipulated minimum earnings") in respect of each payroll period of two works than the sum of XX (hereinafter	board	
		during such payroll period will equal the circulated minimum and an anowance of a sum which together with the sum earned by the worker	o o	
		employer shall pay to the worker a sum in the amount of the stipulated minimum earnings; The employer shall, in the event of:	Where	
			\$ \$	
		(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 as 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 stipulated minimum earnings the same	×	
-	(g)	The employer shall provide such living quarters and meals for the worker operats to the entire payroll period;		
		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		
		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;		
	(1)	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		1
	(1)	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; 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:		

(i) If the worker is repatriated because new and approved employment is not available or special personal or domestic circumstances exist which make repatriation desirable or necessary in the opinion of the Government's Agent, the employer shall pay the cost of reasonable transportation and subsistence expenses of the worker (including the transportation of such luggage as he may be entitled to carry without axtra cost under the terms of the Agreement of his transportation) to Kingston, Jamaica;

(ii) provide any insurance that the Government's Agent may approve on behalf of the worker in respect of the return journey referred to in Subclause (m)(i) of this Clause;

(iii) shall provide living accommodation and subsistence for the worker from the date of the termination of his employment as aforesaid until such time as the worker can conveniently be transported to the place of embarkation for his return journey to the place of his recruitment; (iv) use all due diligence and cooperate with the Government's Agent in effecting such transportation, but so that such transportation will not be effected without the knowledge and consent of the Government's Agent;

(n) The employer shall not at anytime during the continuance of the worker's employment hereunder do any act or thing that would tend to subject the worker to living conditions or sanitary or medical services generally inferior to those afforded to other agricultural workers in the same area of employment, or which would subject him to discrimination in employment because of race, creed, colour or national origin;

(b) The employer shall transmit to the Government's Agent a copy of all rules and regulations concerning safety, discipline and the care and maintenance of property;

(c) The employer shall transmit, within fourteen days of the completion of each payroll period, copies of the payroll relating to the worker for such period in such form and to such place as may be approved by the Government's Agent, together with all sums deducted from the worker wag 6. DEDUCTIONS FROM WORKER'S WAGES

(a) During the continuance of the worker's employment hereunder, the employer shall deduct from the wages due to the worker in respect of each payroll period (which term for the purpose of this paragraph shall include subsistence allowance) the following:—

(i) a sum equivalent to 3% thereof (or such lesser percentage thereof for such period as the Government's Agent may at anytime direct) which sum together with the payrolls the employer shall transmit to the Government's Agent at the British West Indies Central Labour Organisation at Washington, D.C. or at such other place or places as the Government's Agent may direct for the purpose of being applied in accordance with Subclause (a) of Clause 8 of this Agreement;

(ii) the cost of meals provided by the employer for the worker in accordance with Subclause (g) of Clause 5 of this Agreement, at rates not exceeding the rates specified in that subclause.

(b) Where the wage due to the worker in respect of any payroll period exceeds stipulated minimum earnings, the employer shall be entitled to recover the amount advanced by him for transportation expenses under Subclause (a) of Clause 5 of this Agreement in the following manner:—

(ii) if the wage exceeds the stipulated minimum earnings, but does not exceed \$50.00 (United States Currency) by deducting from such exceed \$50.00 (United States Currency): Provided that if at the termination of the worker's employment hereunder (otherwise than by notice given on his behalf under Subclause (d)(i) of Clause 9 of this Agreement or in any of the events specified in Clause 10 of this Agreement) there shall remain unpaid any balance of the amount advanced by the employer under Subclause (a) of Clause 5 of this Agreement aforesaid, the worker shall under Subclause (d)(i) of Clause 9 of this Agreement to respect to the payment thereof shall upon the termination of his employment wholly cease and determine.

(c) Save as herein expressly provided no collections, deductions or rebates from the w 6. DEDUCTIONS FROM WORKER'S WAGES (a) The Government's Agent shall apply every sum remitted to him by the employer in accordance with Subclause (a)(i) of Clause 6 of this Agreement to a fund which he shall utilize for the purpose of defraying:

(i) the premiums on any life or other insurance which he may effect on behalf of the worker in accordance with Subclause (c) of this Clause;
(ii) in his absolute discretion any extraordinary expenses reasonably incurred on behalf of the worker in any emergency.
(b) The Government's Agent shall remit every sum transmitted to him under Clause 7 of this Agreement to the Government to be placed, subject to Government;
(c) The Government's Agent shall, if it shall appear to him to be expedient to effect any life or other insurance on behalf of the worker, effect such insurance on his behalf.

(a) The employer may terminate the worker's employment hereunder at any time by giving the Government's Contact of the worker and the contact of the worker's employment hereunder at any time by giving the Government's Contact and the contact of the worker's employment hereunder at any time by giving the Government's Contact and the contact of the worker's employment hereunder at any time by giving the Government's Contact and the contact of the worker's employment hereunder at any time by giving the Government's Contact and the contact of the worker's employment hereunder at any time by giving the Government's Contact and the contact and th TERMINATION OF WORKER'S EMPLOYMENT

(a) The employer may terminate the worker's employment hereunder at any time by giving the Government's Agent and the worker at least ten days notice in writing and the worker's employment hereunder shall terminate upon the expiration of such notice period, or upon his departure from the area of his employment as specified in Clause 1 of this Agreement, whichever shall first occur, subject to the provision of Subclause (c) of Clause 5 of this Agreement provided that any day, after giving such notice of termination on which no work is available through no fault of the employer, shall not be counted and the termination date shall accordingly be extended.

(b) In the event of a contract termination by mutual agreement between the employer and the worker or by the employer for reasons beyond his control, the employer shall be responsible for the employment guarantee provided for in Subclause (c) of Clause 5 of this Agreement for the period beginning on the day after the worker's arrival at the place of employment and ending on the date of the contract's termination. It is to be a shall be specified in the notice and the employment guarantee in Subclause (c) of Clause 5 shall cease from the date of termination of such contract accordingly.

An act of God shall mean any frost, hall-storm, flood or other natural calamity, other than drought, of such a character as to make further fulfillment of the contract impossible.

(d) The Government's Agent may terminate the worker's employment hereunder as follows:—

(i) by giving to the employer on behalf of the worker, at least ten days notice in writing; or hardship.

TERMINATION FOR CAUSE

the worker is found to be or becomes subject to deportation under the laws of the United States of America, or if the employer at the subject to deportation under the laws of the United States of America, or if the employer at the subject to the employer at the contract or if the employer at the contract or interminate the worker is by means of the Unit 10. TERMINATION FOR CAUSE

If the worker is found to be or becomes subject to deportation under the laws of the United States of America, or if the employer or the Government's Agent determines that the worker is unwilling to work in accordance with the terms of this Agreement or determines that the worker has committed an act assigned, or violates any law of the United States of America, the employer shall be entitled immediately to terminate his employment hereunder and the terminated as a subject to the provisions of this Clause, the employer shall be entitled immediately to terminate his employment in the terminated pursuant to the provisions of this Clause, the employment guarantee provided for in Subclause (c) of Clause 5 than to the applicable.

(a) Any expenditure incurred by the Government's Agent in repatriating the worker by reason of his employment having been terminated under Clause 10 of this Agreement shall be repaid by the worker to the Government.

(b) Any bona fide debt to the employer voluntarily incurred by the worker in respect of any matter incidental or related to his employment hereunder shall be repaid by the to the employer.

(c) If the worker's employment hereunder shall be terminated by notice given on his behalf under Subclause (d)(i) of Clause 9 of this Agreement or under Subclause (a) of Clause 5 of this Agreement that remains unpaid at the termination of the worker's employment as aforesaid shall be repaid by him to the employer.

(d) In the event of the employer being required to pay to the Immigration Authorities of the United States of America any sum not exceeding repay to the employer such sum, not exceeding the sum paid by the employer to the immigration Authorities as aforesaid, as may be retained under Subclause (e) of this Clause.

(e) For the purpose of securing the recovery of any amount payable by the worker under Subclauses (a), (b), (c) and (d) of this Clause, the monies remitted by the Government's Agent under Subclause 8(b) of this Agreement until an amount repres Dones Wor Worker's Signature Joseph Witness Florida Sugar Producers Association Employer Vice President, U.S. Sugar Corp. Official Title Government's Agent Signature . T. Echronds Witness

An Agreement made on the

13th day of September 1972

10.5.

BETWEEN WORRELD, Joseph Alphonso (hereinafter called "the Worker")

WHEREAS the worker has entered into an agreement (hereinafter called the "Work Agreement") FLORIDA SUGAR FRODUCERS 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:-

- 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
- No (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 ation and repatriation expenses made to or on benalf 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.
- 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.

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 nited 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.

Signature of Worker

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
	nat imposes with an feeling.		The comment
		100000000000000000000000000000000000000	
		ACTUAL CONTRACTOR OF STREET OF STREET	of of
	Joons	13 of the work Age	District Control of the
Witness to S			

Signature of Worker