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

This Agreement made on the 19 OCT 1972 between

FLORIDA SUGAR PRODUCERS ASSOCIATION

of the FIRST PART

and

W. K. ROE, JOSEPH ROSENDOE

of the SECOND PART (hereinafter called "the worker")

Whereas the parties heretofore have been engaged in the consideration of the terms and conditions of employment in the United States of America as follows:

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the PARTIES HEREBY AGREE, as follows:

1. PARTIES

(a) The parties heretofore shall be hereinafter called the "worker" and the "employer".

(b) The worker shall be a person who is a British West Indian.

(c) The employer shall be an employer engaged in agricultural work in the United States of America.

2. SCOPE OF EMPLOYMENT

(a) The worker shall be employed in the United States of America to the place of engagement specified in Clause 1 of this Agreement, and shall remain employed in the United States of America until the termination of this Agreement.

(b) The employer shall 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, and shall remain employed in the United States of America until the termination of this Agreement.

3. PERIOD OF EMPLOYMENT

(a) The worker shall be employed for a period of two years, commencing on the date of his arrival at the place of engagement specified in Clause 1 of this Agreement.

(b) The worker shall remain employed in the United States of America until the expiration of the period of employment specified in Clause 1 of this Agreement.

4. OBLIGATIONS OF THE WORKER

(a) The worker shall work and reside at the place of engagement as aforesaid or at such other place as the employer may from time to time require.

(b) The worker shall perform all duties and tasks assigned to him by the employer or his agent, and shall comply with all rules and regulations of the employer.

(c) 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.

(d) The worker shall obey and comply with all rules and regulations of the employer.

(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.

(f) 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.

(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.

(h) 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 perform any work not assigned or authorized by the employer.

(i) 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 the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(b) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(c) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(d) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(e) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(f) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

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(h) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(i) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(j) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(k) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

(l) The employer shall pay the reasonable subsistence and personal expenses of the worker during the course of the journey to the place of employment.

6.ースコース EMPLOYMENT OF THE WORKER

(a) The worker shall work and reside at the place of engagement as aforesaid or at such other place as the employer may from time to time require.

(b) The worker shall perform all duties and tasks assigned to him by the employer or his agent, and shall comply with all rules and regulations of the employer.

(c) 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.

(d) The worker shall obey and comply with all rules and regulations of the employer.

(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.

(f) 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.

(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.

(h) 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 perform any work not assigned or authorized by the employer.

(i) 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.

(j) The worker shall perform all duties and tasks assigned to him by the employer or his agent, and shall comply with all rules and regulations of the employer.

(k) 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.

(l) The worker shall obey and comply with all rules and regulations of the employer.

7. EMPLOYMENT OF THE WORKER

(a) The worker shall work and reside at the place of engagement as aforesaid or at such other place as the employer may from time to time require.

(b) The worker shall perform all duties and tasks assigned to him by the employer or his agent, and shall comply with all rules and regulations of the employer.

(c) 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.

(d) The worker shall obey and comply with all rules and regulations of the employer.

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(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.

(h) 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 perform any work not assigned or authorized by the employer.

(i) 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.

(j) The worker shall perform all duties and tasks assigned to him by the employer or his agent, and shall comply with all rules and regulations of the employer.

(k) 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.

(l) The worker shall obey and comply with all rules and regulations of the employer.

8. EMPLOYMENT OF THE WORKER
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 baggage as he may be entitled to carry without charge) to Kingston, Jamaica or to the nearest seaport of his deportation, in accordance with Subclause (a) of Clause 8 of this Agreement;

(b) 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 (a) of this Clause;

(c) shall provide living accommodation and subsistence for the worker from the date of the termination of his employment as aforesaid until his return to his place of recruitment;

(d) use all due diligence and cooperate with the Government's Agent in effecting such transportation, but so that such transportation shall be at the cost of the Government's Agent;

(e) the Government's Agent shall not at any time during the continuance of the worker's employment hereunder do any act or thing that would tend to prejudice the worker to benefit from the arrangements agreed upon in Subclause (a), (b) and (c) of this Clause, but any such act or thing shall not be deemed to prejudice the worker's benefit from his arrangements in Subclause (a), (b) and (c) of this Clause unless it shall be shown that such act or thing has been done with the intention of prejudice to such benefit.

The employer shall not in any case be liable for the payment of expenses incurred by the worker in the performance of his duties or his transportation to his place of recruitment.

The employer shall transmit same together with payrolls to the Government's Agent at such place or places as the Government's Agent may direct, to be applied in accordance with Subclause (b) of Clause 8 of this Agreement.

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.

The employer shall transmit, within fourteen days of the completion of each payroll period, copies of the payroll records to the worker for such form and to such place as may be approved by the Government's Agent, together with all sums deducted from the worker's wages in accordance with Subclause (a)(i) of Clause 6 of this Agreement and all sums paid directly to the Government's Agent as required by Clause 7 of this Agreement;

(c) as soon as possible after the execution of this Agreement, give security for the satisfaction of the Government's Agent for the performance of the employer's obligation hereunder;

(d) the employer shall in the event of the worker being refused permission to land in the United States of America, provide at the employer's discretion transportation for the worker and his baggage back to Kingston, Jamaica and pay the reasonable subsistence expenses of the worker on his journey back to the worker's place of origin together with the payment in substance that the Government's Agent may approve on behalf of the worker in respect of the return journey referred to in Subclauses (a) and (b) of this Clause.

6. DETAILS FROM WORKER'S WAGES

(a) The employer shall deduct from the wages due to the worker in respect of each payroll period, sums equal to 3% thereof (or such lesser percentage thereof for such period as the Government may at any time direct) which sum together with the sum remitted to the employer by the Government's Agent under Subclause (a) of Clause 8 of this Agreement shall be applied to the West Indies 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 the performance of its objects.

(b) Where the wage due to the worker in respect of any payroll period exceeds stipulated minimum earnings, the employer shall be entitled to remit, the Government's Agent may specify, a sum equal to the excess thereof, and the Government's Agent may retain any balance.

(c) If at any time during the period for which such advance is made, the employer shall have failed to give such notice, the Government's Agent may require the employer to remit the amount of such advance to the Government's Agent.

(d) The employer shall also remit to the Government's Agent a sum equal to the amount paid to him by the worker for meals and living accommodation from the date of the termination of his employment as aforesaid until the worker is repatriated at the worker's expense.

(e) Save as herein expressly provided no collections, deductions or rebates from the worker's wages shall be made except as required by law.

7. ASSIGNMENT OF WAGES BY WORKER

The worker hereby authorizes and directs the employer after deducting the sums specified in Clause 6 of this Agreement to pay directly to the Government's Agent, in respect of each payroll period, any balance of the amount advanced by the Government's Agent in accordance with the arrangements made with the worker in accordance with Subclause (b) of Clause 5 of this Agreement.

The employer shall in the event of the worker being refused permission to land in the United States of America, provide at the employer's discretion transportation for the worker and his baggage back to Kingston, Jamaica and pay the reasonable subsistence expenses of the worker on his journey back to the worker's place of origin together with the payment in substance that the Government's Agent may approve on behalf of the worker in respect of the return journey referred to in Subclauses (a) and (b) of this Clause.

The employer shall remit such amount in accordance with Subclause (a) of Clause 8 of this Agreement as aforesaid to the Government to be placed, subject to the provisions of Subclause (c) of this Clause, at the credit of the worker in accordance with the arrangements made between the worker and the Government's Agent.

The Government's Agent shall be entitled to require the employer, on such notice as the Government's Agent may give, to remit to the Government's Agent, in accordance with the arrangements made between the worker and the Government's Agent, a sum equal to the amount paid by the worker to the Immigration Authorities in respect of his repatriation, and the employer shall be responsible for the employment guarantee provided for in Subclause (c) of Clause 5 of this Agreement for the worker's employment as aforesaid.
An Agreement made on the

BETWEEN J. H. WILKINSON
(Hereinafter called "the Worker")
AND
Chief Labour Officer acting on behalf of the Cabinet

WHEREAS the worker has entered into an agreement (hereinafter called the "Work Agreement") with RODA, CANE PRODUCERS ASSO (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.

   (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 accommodation and repatriation expenses incurred 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 of 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 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.

Signature of Worker

[Signature]

Witness to Signature

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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—

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Witness to Signature

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Signature of Worker