

ALLEMAGNE ET POLOGNE

Convention concernant les ouvriers agricoles polonais, avec protocole final, accord concernant le recrutement, le placement et l'embauchage, ainsi que le transport des ouvriers agricoles saisonniers polonais et accord concernant les ouvriers agricoles polonais arrivés en Allemagne avant le 31 décembre 1925 et y sont restés. Signés à Varsovie, le 24 novembre 1927.

GERMANY AND POLAND

Convention concerning Polish Agricultural Workers, with Final Protocol, Agreement concerning the Recruiting, Placing, Engagement and Transport of Polish Seasonal Agricultural Workers, and Agreement concerning Polish Agricultural Workers who entered Germany before December 31, 1925, and have remained there. Signed at Warsaw, November 24, 1927.

TEXTE ALLEMAND. — GERMAN TEXT.

No. 2080. — VERTRAG¹ ÜBER POLNISCHE LANDWIRTSCHAFTLICHE ARBEITER. GEZEICHNET IN WARSCHAU, AM 24. NOVEMBER 1927.

German and Polish official texts communicated by the Chargé d'Affaires a.i. of the Polish Delegation accredited to the League of Nations. The registration of this Convention took place July 8, 1929.

Von dem Wunsche geleitet, die Frage der polnischen landwirtschaftlichen Arbeiter in Deutschland zu regeln, haben zu ihren Bevollmächtigten ernannt :

DER PRÄSIDENT DER POLNISCHEN REPUBLIK :

Herrn Dr. Witold PRADZYŃSKI, Mitglied der Kodifikationskommission der Polnischen Republik, und
Herrn Stanisław GAWRONSKI, Direktor des Auswanderungsamtes ;

DER DEUTSCHE REICHSPRÄSIDENT :

Herrn Ulrich RAUSCHER, den deutschen Gesandten in Warschau, und
Herrn Dr. Oskar WEIGERT, Ministerialdirigenten im Reichsarbeitsministerium.

Die Bevollmächtigten haben nach Prüfung ihrer Vollmachten, die sie in guter und gehöriger Form befunden haben, nachstehendes vereinbart :

Von dem Grundsatz ausgehend, dass für die Beschäftigung ausländischer Staatsangehöriger in einem Staate seine wirtschaftliche Lage, insbesondere die Lage des Arbeitsmarkts massgebend ist, regeln die vertragschliessenden Teile die Anwerbung, Vermittlung und Verpflichtung der polnischen landwirtschaftlichen Arbeiter sowie deren Aus-, Ein- und Rückwanderung und deren Sozialversicherung wie folgt :

ABSCHNITT I.

Artikel 1.

Bei der Anwerbung, Vermittlung und Verpflichtung polnischer landwirtschaftlicher Wanderarbeiter sind polnischerseits ausschliesslich die staatlichen Arbeitsvermittlungsamter, deutscherseits ausschliesslich die damit beauftragten Stellen tätig.

Die Verpflichtung der Arbeiter erfolgt auf Grund eines bestimmten Arbeitsvertrags.

Über die technische Durchführung der Bestimmungen der Absätze 1 und 2 sowie über die Beförderung der Arbeiter treffen die Regierungen der vertragschliessenden Teile eine besondere Vereinbarung, die in beiderseitigem Einverständnis abgeändert werden kann.

¹ The exchange of ratifications took place at Berlin, May 27, 1929.

¹ TRANSLATION.

No. 2080. — CONVENTION CONCERNING POLISH AGRICULTURAL WORKERS. SIGNED AT WARSAW, NOVEMBER 24, 1927.

The Contracting Parties being desirous of regulating the question of Polish agricultural workers in Germany, have appointed as their Plenipotentiaries :

THE PRESIDENT OF THE POLISH REPUBLIC :

Dr. Witold PRĄDZYŃSKI, Member of the Codification Commission of the Polish Republic ;
and,
M. Stanislaw GAWROŃSKI, Director of the Emigration Office ;

THE PRESIDENT OF THE GERMAN REICH :

M. Ulrich RAUSCHER, German Minister at Warsaw ; and
Dr. Oskar WEIGERT, Director at the Reich Ministry of Labour ;

Who, having communicated their full powers, found in good and due form, have agreed as follows :

Whereas, in the employment of foreign nationals in any State, the primary consideration must be the economic situation of that State, and more particularly the situation of the labour market, the Contracting Parties have decided to regulate the recruitment, placing, and engagement of Polish agricultural workers, and further the emigration, immigration, repatriation and social insurance of such persons, as follows.

SECTION I.

Article 1.

The only organisations concerned in the recruitment, placing and engagement of Polish seasonal agricultural workers shall be, for Poland, the State employment bureaux, and for Germany, the authorities officially appointed for such purpose.

Workers shall be engaged under a specific labour contract.

The Contracting Parties will conclude a special Agreement, which can be modified by joint consent, concerning the technical application of the provisions of paragraphs 1 and 2 and also the transport of workers.

Article 2.

The Contracting Parties agree that the migration of Polish agricultural workers shall be in the nature of seasonal migration unless otherwise provided in the present Convention.

¹ Translated by the Secretariat of the League of Nations, for information.

Article 3.

The Contracting Parties agree that Polish agricultural workers who entered Germany before January 1st, 1919, and have remained there, shall have the right to remain in Germany in the capacity of agricultural workers and to receive an exemption certificate permitting them to engage in such activities.

Article 4.

It is agreed between the Contracting Parties that Polish agricultural workers who entered Germany between January 1, 1919, and December 31, 1925, and have remained there, shall be included in the seasonal migration movement in conformity with the following principles :

(1) Such persons shall be gradually included in the seasonal migration movement, if possible in equal annual contingents, equally distributed over the various districts in Germany where they are to be employed ;

(2) No persons shall be included in the seasonal migration movement for whom this would involve special hardship.

The Contracting Parties will conclude a special Agreement concerning the technical application of the provisions of this Article.

Article 5.

Polish agricultural workers shall not be required to return to Poland against their will in cases other than those laid down in the present Convention, subject to the provisions applicable to all aliens, concerning refusal of a permit of residence and expulsion.

Article 6.

The Contracting Parties undertake to grant facilities to Polish agricultural workers in the matter of emigration, immigration and repatriation.

Article 7.

Polish agricultural workers shall be entitled in the German Reich to the same protection as German workers, as regards labour protection, trade union activities, public insurance and the regulation of labour conditions, including conciliation procedure and jurisdiction over labour disputes, subject to any provisions under German law which are applicable to all foreign nationals.

Article 8.

The German Government will use its influence to ensure that the accommodation provided for Polish seasonal agricultural workers shall be entirely adequate from the standpoint of morals and public health.

Article 9.

Polish agricultural seasonal workers shall be exempt from compulsory contributions for unemployment insurance.

Article 10.

Polish agricultural workers shall be exempt from the tax on wages under the Polish German Agreements now in force for the prevention of double taxation, if they can prove domicile in Poland.

Proof of domicile in Poland shall be established :

(a) By a passport endorsed " *Paszport emigracyjny sezonowy* " (seasonal emigration passport) ; or

(b) By a certificate of domicile (family domicile) issued by the Polish authority in the place of domicile, with translation authenticated by a Polish consulate in Germany.

SECTION II.

Article 11.

Polish agricultural workers and their dependents shall be assimilated to German nationals and their dependents for the purposes of payments by German health insurance and accident insurance funds.

Article 12.

In the application of paragraph 203, paragraph 586, No. 1 and paragraph 614 of the Reich Insurance Code, a Polish agricultural worker not in possession of an exemption certificate, shall be deemed to be living in uninterrupted domestic community with his family in Poland as long as he remains in Germany and conforms to the German regulations.

So-called provisional exemption certificates shall also rank as exemption certificates for the purposes of this Section.

Article 13.

In applying to Polish agricultural workers the German provisions for the settlement of claims under German accident insurance, residence in Poland shall not be considered residence abroad.

Article 14.

Polish agricultural workers in possession of an exemption certificate shall not be exempt from German invalidity insurance under paragraph 1233 of the Reich Insurance Code. Within six months after the issue of the said certificate they may declare to the German invalidity insurance fund with which they were last insured that they desire to pay retrospective contributions in respect of the previous two years for the weeks during which they were engaged in an occupation subject to German invalidity insurance but not to compulsory insurance under paragraph 1233 of the Reich Insurance Code. If this declaration is duly submitted, contributions for the last year but one before the delivery of the exemption certificate may be paid within one year, and contributions for the year immediately preceding issue within two years after the delivery of the said certificate. These shall be considered compulsory contributions. Retrospective payment shall not be permitted while the worker is a disabled person within the meaning of § 1255, paragraph 2, of the Reich Insurance Code.

If, before the entry into force of the present Convention, invalidity insurance contributions had been paid in respect of a Polish agricultural worker, contrary to the provisions of paragraph 1233 of the Reich Insurance Code, the insurance fund may not dispute their validity in virtue of this provision. The worker can claim the refund of contributions paid for the period from January 1, 1924, to December 31, 1928.

Article 15.

Polish agricultural workers or their dependents who have acquired rights under Article 14 in the matter of German invalidity insurance shall be assimilated to German nationals and their dependents for the purposes of the German regulations governing the suspension of such rights. For the purposes of the German provisions concerning the settlement of claims under German invalidity insurance, residence in Poland shall not be considered residence abroad.

The provisions of Article 12 shall apply by analogy in respect of paragraph 1302 and paragraph 1303 of the Reich Insurance Code.

Article 16.

As soon as Poland has introduced invalidity insurance and insurance of dependents for agricultural workers throughout her territory, the Contracting Parties will open negotiations with a view to concluding an Agreement whereby Polish seasonal workers not in possession of exemption certificates shall be granted the benefits of invalidity insurance while employed in Germany.

Article 17.

The Polish administrative authorities and insurance funds shall accord assistance to the German administrative authorities and insurance funds in the application to Polish agricultural workers of the German provisions concerning health insurance and accident and invalidity insurance. The costs of such administrative assistance shall be refunded only to the extent applicable in the case of Polish social insurance.

The chief administrative authorities of the Contracting Parties shall settle jointly any disputes arising out of the application of paragraph 1.

Article 18.

On the conclusion of any enquiry into an accident to a Polish agricultural worker, the German authorities concerned shall immediately notify the Polish consulate competent for the district in which these authorities have their seat.

Polish consulates can take cognisance to the same extent as the parties concerned of proceedings relating to the enquiry and of subsequent proceedings.

Article 19.

Executive measures to enforce the provisions of this Section shall be taken by the Contracting Parties independently, as may be necessary in their respective territories, the responsibility in the matter resting with the chief administrative authority or with some other authority appointed by the latter.

Any measures taken shall be communicated to the competent authorities of the other Contracting Party.

Article 20.

The chief administrative authorities of the Contracting Parties shall determine with the simplest and least costly method whereby payments and notifications concerning the application to Polish agricultural workers of German health and accident and invalidity insurance may be transferred from the territory of one of the Contracting Parties to that of the other.

Article 21.

The chief administrative authorities for the purposes of the present Section shall be, in Poland, the Minister of Labour and Social Welfare, and in Germany, the Reich Minister of Labour.

Article 22.

For the purposes of the application of the provisions of the present Section, the insurance funds and authorities of the Contracting Parties shall communicate with one another direct.

Article 23.

The present Section shall apply to accidents which have occurred or may occur after December 31, 1926, and to health and invalidity insurance cases occurring after December 31, 1927.

Pensions payable to Polish agricultural workers in respect of earlier accident or other insurance cases shall not lapse after December 31, 1927, under § 615, paragraph 1, No. 3, or paragraph 1314, No. 1 of the Reich Insurance Code, so long as the beneficiary remains in Poland.

Article 24.

In the event of the present Convention being denounced, the provisions of this Section shall still apply to claims in respect of insurance cases which have occurred after the dates mentioned in Article 23, paragraph 1, but before the Convention ceases to be operative.

Even after the Convention ceases to be in force, Article 23, paragraph 2 shall still be applicable for one year in respect of the whole pension, and thereafter in respect of one half of the pension.

SECTION III.

Article 25.

The present Convention shall remain in force until December 31, 1928, and shall be extended by tacit consent for further periods of one year unless denounced by one of the Contracting Parties.

The same applies to the Special Agreements (Articles 1 and 4).

Either of the Contracting Parties shall have the right to denounce the present Convention or the Special Agreements at latest on July 1, with effect as from December 31 of any year.

Denunciation of the present Convention shall imply denunciation of the Special Agreements. Should either of the Contracting Parties denounce one of the Special Agreements, the other Contracting Party shall have the right, up to July 15 of the same year, to denounce the Convention.

Article 26.

The present Convention shall be ratified as soon as possible. The instruments of ratification shall be exchanged at Berlin. The Convention shall come into force fifteen days after the exchange of the instruments of ratification.

The Special Agreements shall come into force with the present Convention.

Done at Warsaw on November 24, 1927, in two copies, drawn up in Polish and in German, one copy to be delivered to each of the Contracting Parties. The Polish and German texts are concordant as regards substance and are equally valid.

RAUSCHER.

Dr. Oskar WEIGERT.

Dr. Witold PRĄDZYŃSKI.

Stanisław GAWROŃSKI.

FINAL PROTOCOL.

When about to sign the Convention concluded this day between the Polish Republic and the German Reich concerning Polish agricultural workers, the Contracting Parties declared themselves in agreement on the following points :

I. *Ad Section II, Articles 11 to 24.*

The Contracting Parties declare that the regulations for the social insurance of Polish agricultural workers laid down in Section II, Articles 11 to 24 of the present Convention in no way prejudice their attitude as regards negotiations concerning an agreement on terms of reciprocity in the matter of social insurance.

II. *Ad Article 26.*

The Contracting Parties declare that their Governments will apply the stipulations of the present Convention provisionally from the date of signature until that of ratification.

WARSAW, November 24, 1927.

RAUSCHER.

Dr. Oskar WEIGERT.

Dr. Witold PRĄDZYŃSKI.

Stanisław GAWROŃSKI.

AGREEMENT

CONCERNING THE RECRUITING, PLACING, AND ENGAGEMENT AND TRANSPORT
OF POLISH SEASONAL AGRICULTURAL WORKERS.

In application of Article I of the Polish German Convention concerning Polish seasonal agricultural workers, the Polish Government and the German Government have concluded the following Agreement :

Paragraph 1.

The German Central Labour Office shall inform the Warsaw Emigration Office in December of each year how many Polish seasonal workers — men, women, boys — will probably be employed the following year, in the different German States (in Prussia in the separate Provinces), and will indicate the Polish Kreise from which it is desired that such workers should be obtained.

Paragraph 2.

The Warsaw Emigration Office shall state, at latest three weeks after the communication of the German Central Labour Office (paragraph 1), from which Kreise it intends to recruit labour and how many workers can be supplied from the separate Kreise.

Paragraph 3.

The Polish Ministry of Labour and Social Welfare and the German Central Labour Office shall decide jointly, two weeks after the expiry of the period fixed in paragraph 2, the final number of workers to be recruited, their distribution in the various Kreise and the technical details for the period up to the middle of April. Should more workers be required later, the same procedure shall be adopted.

The provisions of paragraph 6 shall apply when workers are asked for by name.

Paragraph 4.

In accordance with the provisions of this Agreement (paragraph 3), the German Central Labour Office shall transmit to the competent Polish State labour bureaux applications for labour submitted to it by individual employers. The date and place of engagement, at the offices of the employment bureaux or in the places fixed by them in agreement with the German Central Labour Office, shall be notified in good time to the rural population by the employment bureaux by means of special notices.

The German Central Labour Office shall then have the right to send a sufficient number of its officials to the employment bureaux, in order to begin recruiting operations in conjunction with the representatives of the employment bureaux, subject to the provisions of paragraphs 5 and 7 of the present Agreement. Recruitment shall be carried out among the workers recommended by the representatives of the employment bureaux, on the dates and at the places fixed.

Paragraph 5.

Officials of the German Central Labour Office to be sent to the employment bureaux in Poland for the purpose of recruiting workers shall receive from the competent Polish Consulates a certificate in conformity with the model annexed hereto.

The German Central Labour Office shall communicate in good time to the Warsaw Emigration Office a list giving the names of such officials.

Paragraph 6.

When the frontier bureaux of the German Central Labour Office have applied for workers mentioning by name individuals with whom labour contracts have been concluded the previous year, the Polish State labour bureaux, immediately on receipt of the labour contract, shall inform such workers and shall give them the labour contract prepared for them to sign. Workers thus mentioned by name shall not be excluded from operations of the State bureaux provided that there is no legal objection to their leaving the country.

Workers mentioned by name who do not wish to accept employment again in the place in question shall come under the general provisions concerning recruitment.

Workers mentioned by name who live outside the Kreise selected shall be applied for through the Polish employment authority within whose jurisdiction their domicile is situated, the Warsaw Emigration Office being duly notified at the same time. The Emigration Office shall inform the competent Polish authorities and the German Central Labour Office of its decision as expeditiously as possible.

Paragraph 7.

The inspection and selection of workers (paragraphs 4 and 5) shall be carried out with reference to their physical and professional capacity and to the fact that persons who have to work together should form a homogeneous group.

The selection of workers for Germany shall be carried out by the officials of the German Central Labour Office.

Paragraph 8.

Workers shall be engaged under the labour contract for foreign seasonal agricultural workers, in the form annexed hereto, drawn up by the Technical Committee for Agriculture and Forestry attached to the Reich Institute for Employment and Insurance against Unemployment. The German Government will exert its influence in order that the Polish Government may be given an opportunity of expressing its opinion in good time, before any important changes unfavourable to the workers are made in the labour contract. The German Government is prepared, further, to submit suggestions which the Polish Government may put forward concerning changes in the labour contract to the Technical Committee for Agricultural and Forestry attached to the Reich Institute for Employment and Insurance against Unemployment.

Other labour contracts concluded with Polish seasonal agricultural workers shall be inoperative under German law, in so far as they constitute a departure, detrimental to the workers, from the terms of the labour contract mentioned in paragraph 1. The relevant provisions of this contract shall be substituted under German law for inoperative agreements.

Workers shall sign the labour contract only in the presence of an official appointed for this purpose by the director of the competent Polish State employment bureau and after having acquainted themselves with the terms of the contract. This stipulation shall not apply to the exceptional case of a change of employer ; nevertheless, the conditions of work and wages shall not be less favourable to the worker. The German Central Labour Office shall notify the reasons for any change of employer to the Warsaw Emigration Office in cases dealt with at the frontier offices and, similarly, to the Polish consulate concerned in cases dealt with within the country.

Labour contracts shall be drawn up in four copies, which shall be handed over respectively to the employer, the German Central Labour Office, the competent Polish State employment bureau and to a person appointed by the employment bureau from among the group of workers.

Every worker included in the collective contract shall receive on recruitment a written confirmation of the labour contract, in conformity with the model annexed hereto.

Paragraph 9.

If the Warsaw Emigration Office and the German Central Labour Office are agreed that an employer has been guilty of a serious offence against the terms of the labour contract (paragraph 8) governing the employment of foreign seasonal agricultural workers, the authorities shall have power to refuse to supply him with workers.

Paragraph 10.

Workers shall receive, in conformity with the Polish passport regulations, a so-called seasonal emigration passport which shall be issued free of charge by the most expeditious procedure and shall entitle the holder to leave Poland once during the period of validity specified.

Workers in possession of such a passport and of the confirmation of the labour contract (paragraph 8, sub-paragraph 5) shall be exempt, in accordance with the German provisions in force, from the obligation to obtain visas for entry into Germany and, during the last two months of the calendar year, German exit visas.

Visas required for travel to Poland, except during the last two months of the calendar year, and visas or other endorsements for re-entry into Germany during the current calendar year shall be given free of charge.

Paragraph 11.

The hours of departure and stations shall be notified to the workers on recruitment. The Polish State employment bureaux shall invite the said workers to leave on the date fixed. If in isolated cases certain workers refuse to leave, the representative of the German Central Labour Office shall be given an opportunity of selecting others of the same category.

Paragraph 12.

The cost of transporting workers from the German frontier station to the place of employment shall be defrayed by the employer. The same shall apply to subsistence allowance unless the workers bring their own food.

Paragraph 13.

The German Central Labour Office shall pay 1.20 Reichsmarks to the Warsaw Emigration Bureau for every worker placed.

Paragraph 14.

Female workers under twenty-five years of age shall not in principle be placed singly with any employer.

The German Central Labour Office shall inform the German young girls' friendly associations to be designated under later agreements how many Polish women under twenty-five years of age are among the workers and where they are employed.

Paragraph 15.

Persons whom the Polish Emigration Bureau may wish to send with the workers recruited as far as the frontier bureaux of the German Central Labour Office shall receive from the latter a certificate in conformity with the model annexed hereto.

The Warsaw Emigration Bureau will send in good time to the German Central Labour Office at Berlin a list giving the names of such persons.

Paragraph 16.

The German Central Labour Office shall endeavour to obtain in another place, where the employment of foreign seasonal agricultural workers is authorised, engagements for Polish seasonal agricultural workers who, through no fault of their own, find themselves unemployed before the expiry of the specified period of work.

Paragraph 17.

The repatriation of Polish seasonal agricultural workers who have been employed in Germany shall be systematically carried out. They shall travel whenever possible in special trains, the transport being organised with due regard to the workers' interests.

The German Central Labour Office shall communicate as soon as possible to the Warsaw Emigration Office the probable date on which repatriation is to begin and the railway lines and frontier points over which it is proposed to forward the transports; further, it shall take steps to inform the Emigration Bureau of the principal frontier points to be crossed and the places where the persons concerned are to assemble.

The Warsaw Emigration Office shall make the necessary arrangements to receive the workers on arrival at these frontier points.

Paragraph 18.

Technical disputes which may arise out of the application of the present Agreement shall be settled by direct negotiation between the Warsaw Emigration Bureau and the German Central Labour Office.

Done at Warsaw on November 24, 1927, in two copies, drawn up in Polish and in German, to be delivered to the respective Governments. The Polish and German texts are concordant in tenor and shall both be authoritative.

D. Witold PRĄDZYŃSKI.
Stanislaw GAWROŃSKI.

RAUSCHER.
Dr. O. WEIGERT.

ANNEX 1.

CERTIFICATE.

(In conformity with paragraph 5 of the Agreement of November 24, 1927, concerning the recruitment, placing and engagement and also the transport of Polish seasonal agricultural workers.)

M.

 representative of the German Central Labour Office, is proceeding to Poland for the purpose of selecting and engaging, in conformity with paragraph 4, sub paragraph 2, in conjunction with the representatives of the Polish State Employment Bureaux, Polish seasonal workers to be employed in Germany during the year 19..... in the Kreis of

Date

Consul.

ANNEX 2.

1928.

LABOUR CONTRACT FOR FOREIGN SEASONAL AGRICULTURAL WORKERS.

Drawn up by the Technical Committee for Agriculture and Forestry attached to the Reich Institute for Employment and Insurance against Unemployment.)

I. DURATION OF LABOUR CONTRACT.

The undersigned

Domicile

Postal address

Telephone No.

Railway station

Kreis

Province

Employer, of the property

of the one part, and the undersigned workers, of the other part, without prejudice to the stipulations of the provisional ordinance concerning agricultural labour or the tariff agreements in the Kreis or districts applicable to the place of employment, have concluded the following agreement.

The undersigned workers, the married women with their husbands' authorisation and the minors with the consent of their parents or guardians, will enter the service of the above-mentioned employer or of his assign as from the date of engagement and will remain until the completion of the agricultural work, but not later than December 15 of the current year. They undertake to perform all time or piece work entrusted to them by the employer or by the latter's representative. The employer or his representative shall decide what work is to be performed as time work and piece work, respectively.

The workers certify that they are in perfect health and are not suffering from any infirmity (or pregnant) which might prevent their working, and, further, that they are familiar with all the usual agricultural work.

Workers liable for military service declare that, to the best of their knowledge, the labour contract is not likely to be interrupted by reason of their being called up for military service or training.

II. HOURS OF WORK.

The hours of work and the method of reckoning the same shall be governed by the provisions of the tariff agreements in the Kreis or district.

If there is no Kreis tariff agreement, or if nothing is fixed as regards hours of work or the method of their assessment, the following provisions shall apply :

(a) Two hours a day shall be allowed for breakfast, dinner and supper, such period not to be included in the hours of work.

(b) The time for getting from the farm to work and returning shall be included in the hours of work.

(c) In urgent cases the workers shall work overtime, which shall be paid in accordance with the provisions of Section III. The employer or his representative shall alone be competent to decide whether a case is urgent.

For the rest, the existing legal provisions shall apply.

In addition to Sundays and Protestant holidays, Roman Catholic workers shall be entitled not to work on the following Roman Catholic holidays : Epiphany (January 6), Corpus Christi (in June), S. Peter and S. Paul (June 29), Assumption (August 15), All Saints (November 1) and the Immaculate Conception (December 8), unless the Catholic ecclesiastical authorities in the place of employment postpone the celebration of any one of the above-named feasts to the following Sunday. Roman Catholic workers who work on these Roman Catholic holidays shall receive Sunday wages.

Facilities shall be granted to workers to attend Divine Service on Sundays and feast days if they so desire.

III. WAGES.

(a) If, in the place of employment, there is a collective agreement applicable to seasonal workers, foreign seasonal workers shall receive the same total remuneration as German seasonal workers.

(b) If, in the place of employment, there is no collective agreement applicable to German seasonal workers, foreign seasonal workers shall receive the same total remuneration as the corresponding category of German workers engaged in the same kind of work.

In places where there is no tariff regulating piece rates, the latter shall be so assessed that a worker turning out the usual work receives at least 30 % more than for time work.

Overtime and Sunday work shall be governed by the stipulations of the Provisional Ordinance concerning agricultural labour, or by the tariffs in force in the Kreis or district.

Payment of wages shall be governed by the following principles.

Wages shall be payable weekly on Notwithstanding, three Reichsmarks per week in respect of the first six weeks' wages, and two Reichsmarks per week in respect of the following nine weeks' wages shall be due and payable only on the regular discharge of the worker. The latter shall be deemed to have been discharged regularly if his labour contract is cancelled without fault on his part.

Should the worker absent himself from work without excuse or reason, the employer shall have the right not only to deduct from the daily cash wage a sum corresponding to the work neglected, but also to deduct, on the following pay day, a sum in respect of payments in kind assessed at market prices.

Wages shall be paid in the presence of the overseer, by the employer or his officials only, but never by the overseer, head reaper or foreman alone.

Objections arising out of the statement of wages shall be submitted as far as possible at the time of payment or immediately afterwards ; if they refer to the assessment of the actual hours worked or to the the piece work done, they can only be taken into consideration within fourteen days following payment.

No deductions may be made on paydays except for the proportion of the wages due only on the regular discharge of the worker, the fines laid down under Section VII, the sum in respect of taxes ¹ to be deducted by law from the total wage, and the contributions due by the worker in respect of social

¹ Polish seasonal agricultural workers shall be exempt from the tax on wages until further notice, if they can prove domicile in Poland by a so-called emigration passport (valid for one year) or a certificate from the authorities in their place of origin (translation authenticated by a Polish consulate or by the Polish Legation).

insurance. The employer, in agreement with the workers' representative, will post up in a visible place in the workers' dwellings a notice showing clearly the deductions to be made for the various groups of workers (men, boys, women etc.).

Foreign seasonal workers shall receive, on payment of wages, the statement of accounts usually given to national workers engaged in the same occupation (pay envelopes, pay slips).

IV. PAYMENT IN KIND AND LIVING ACCOMODATION.

Every worker shall receive weekly the following payments in kind : 25 lbs. of potatoes, 7 litres of skim milk (1 litre per day) or 3 ½ litres of full milk (½ litre per day), 7 lbs. of bread, 2 lbs. of hulled barley or semolina or groats or pulse, 1 lb. of rye flour or ¾ lb. of wheaten flour, ½ lb. fat and ½ lb. salt. Cash payments may not be substituted for wages in kind except with the consent of both contracting parties, and after previous agreement as to the amount due, and may, in any case, only be effected in respect of weekly remuneration. Payment in kind shall be calculated according to the official market-price of production or if there is no market-price, according to the latest sale. Cash payments shall not be permitted in lieu of potatoes, milk or bread.

There shall also be provided, for members of each sex separately, a suitable common dwelling provided with tables, chairs, wash-basins and cupboards with locks ; further, a common hearth for cooking and washing, a sufficient quantity of fuel, and, in addition, for each person one bed, one palliasse, one pillow and one woollen blanket. The accomodation shall conform to the public health regulations.

The food shall be cooked by a woman to be appointed by the employer or his representative ; it shall be her duty to clean out all the living rooms and dormitories, and to peel the potatoes, the necessary time for this work being allowed by the employer. She shall receive the same wages as the other women workers, with adequate remuneration for Sundays and holidays. The number of cooks shall depend on the number of workers.

V. TRAVELLING EXPENSES.

Travelling expenses from the frontier to the place of work and fees for legalisation shall be paid by the employer. On the regular termination of the labour contract workers shall be entitled to a free ticket as far as the last German frontier station through which they entered Germany on their way to the place of work. If there is any doubt as to the destination on the return journey, the employer will apply to the competent Provincial authority of the German Central Labour Office, stating the workers' place of origin, in order that the said authority may determine the last German frontier station. A note shall be made on the last wages slip to the effect that a return ticket has been delivered to the worker.

VI. TOOLS.

Workers shall be bound to return, clean and in good condition, tools supplied to them by the employer. They shall pay cash for all damage to tools due to improper use and for all tools lost.

VII. CONDUCT, CANCELLATION OF CONTRACT.

Every worker undertakes to perform all work entrusted to him to the best of his ability, to obey the orders of the employer or the latter's representative, and, more particularly, to observe the household regulations.

Fines may not be inflicted on a worker save in virtue of regulations issued beforehand and posted up in a visible place. The deduction must be made on the following pay-day, failing which the fine will be deemed to have lapsed. The sum constituted by fines shall only be employed for the benefit of the workers engaged in the concern.

If any important reason exists, more particularly if one of the contracting parties is guilty towards the other of violence, gross insult, or immoral suggestions, the other contracting party shall be entitled to cancel the labour contract immediately. The term "any important reason" shall also cover, for the employer, persistent refusal or gross neglect in respect of work on the part of the worker, and for the worker, refusal on the part of the employer to pay the wages agreed upon, repeated unpunctuality in the payment of wages and, further, the provision, despite reiterated objections, of consistently bad food or insanitary accommodation.

Trade union activity shall not constitute ground for dismissal.

The employer may not keep the worker's passport or any other papers belonging to the worker against the latter's will.

In the event of the agricultural work being terminated before December 15, the employer shall be bound to give the workers one week's notice of dismissal.

VIII. SICKNESS, INSURANCE.

In case of sickness, every worker shall have the right to benefits from the sick fund in the district where he is working. In case of invalidity, wages in kind and cash shall be replaced by the statutory sick pay. If the wages in kind mentioned in Section IV are continued in case of sickness, the worker shall pay the cost thereof to the employer at market rates.

Employers and employees shall be bound by law to pay, in respect of sick fund contributions, the proportions laid down in the statutes of the sick fund.

The public health and safety regulations — more particularly regulations concerning the use of artificial fertilisers, — applicable to German agricultural workers, shall also apply to foreign seasonal workers.

IX. RELIEF AND SETTLEMENT OF COMPLAINTS.

Representatives of the German Central Labour Office, Berlin, S. W. 11, Hafenplatz 4, shall, upon showing proper credentials, have the right at any time to enter without hindrance the workers' dwellings and the places where the workers are employed. They shall be bound to hear complaints from employers and workers and shall endeavour to settle disputes with a view to promoting good feeling between the workers and between the latter and their employer. The Contracting Parties shall give them the necessary information and explanations for this purpose.

Complaints which may arise out of the application of their present contract, or in the execution of the work, between the workers and the employer or the latter's representative, shall be settled, as far as possible, on the spot.

X. SETTLEMENT OF DISPUTES.

The Court competent to settle disputes arising out of the present labour contract shall be the Court possessing competence in the matter of labour disputes at provided that the said contract is not drawn up in conformity with a collective contract whereby the jurisdiction of a labour court is wholly or partly excluded in favour of decision by an arbitral tribunal or conciliation authority.

Place and date
Signature of employer or the latter's representative
Signature or mark of worker(s)

It is hereby certified that the present contract has been read to the above-mentioned workers in their mother tongue, has been properly understood by them, and has been accepted, as witness their signature or mark, in respect of the whole tenor of the said contract and the amount of the wage advances mentioned therein.

..... 1928.

.....
Official responsible for engagement.

ANNEX 3.

CONFIRMATION OF LABOUR CONTRACT.

(In conformity with paragraph 8 of the Polish-German Agreement of November 24, 1927, concerning the recruitment, placing and engagement and also the transport of Polish agricultural seasonal workers)

The employer
 resident at
 concluded on
 with the worker
 a labour contract No....., in conformity with the present model labour contract for foreign seasonal agricultural workers drawn up by the Technical Committee for Agriculture and Forestry, attached to the Reich Institute for Employment and Insurance against Unemployment.

..... 19.....

Employment Bureau :

(Seal, signature).

German Central Labour Office :

(Seal, signature).

ANNEX 4.

CERTIFICATE.

(In conformity with paragraph 5 of the Polish-German Convention of November 24, 1927, concerning the recruitment, placing, and engagement and also the transport of Polish seasonal agricultural workers.)

M.

Whose identity is established by a passport bearing the German visa, is authorised to accompany to the frontier bureaux of the German Central Labour Office the Polish workers accepted in Poland by the German Central Labour Office and for this purpose to enter the said frontier bureaux.

BERLIN, the

German Central Labour Office :

(Seal, signature)

Director.

AGREEMENT

CONCERNING POLISH AGRICULTURAL WORKERS WHO ENTERED GERMANY BEFORE DECEMBER 31, 1925, AND HAVE REMAINED THERE.

In application of the provisions of Article 4 of the Polish-German Convention concerning Polish agricultural workers, the Polish Government and the German Government have concluded the following Agreement :

Paragraph 1.

Of the Polish agricultural workers who entered Germany between January 1, 1919, and December 31, 1925, and have remained there, 4,500 shall be included in the migration movement annually, at the end of the working period, from 1927 to 1931, while the remainder shall be so included in 1932, provided that the number does not exceed 6,000 less 14 %.

If the Polish agricultural workers included in the migration movement exceed 4,500 in any given year, the number over and above this figure under the terms of paragraph 1 shall be deducted from the numbers to be repatriated, under the terms of paragraph 1, the following year.

Paragraph 2.

The Polish Government shall have power to designate the persons who shall not be included in the migration movement. The total number of such persons shall not, in principle, exceed in any one year 14 % of the Polish agricultural workers to be included in the migration movement under the provision of paragraph 1. If in any given year the proportion of 14 % is not reached, the balance may be designated over and above 14 % in subsequent years. The proportion of 14 % shall not include a worker already rejected for the purposes of the migration movement during a previous year and who has been proposed again.

Paragraph 3.

The issue of passports to Polish agricultural workers in Germany shall be facilitated and expedited as far as possible.

With this object the German Central Labour Office, by means of questionnaires to be placed at its disposal by the competent Polish consulates, will carry out the necessary enquiries concerning the individual workers.

Paragraph 4.

The German Central Labour Office shall forward to the competent Polish consulates 7,000 questionnaires filled in before April 1st of each year, including 3,500 to be filled in and forwarded before March 1st. The consulates, on the basis of the questionnaires, will designate by name to the German Central Labour Office not later than August 1st of each year 5,300 Polish agricultural workers already provided with passports or who will receive their passports in good time before the beginning of the migration movement.

Paragraph 5.

The German Central Labour Office shall forward to the Polish consulates each year not later than September 1st the names of 5,300 of these Polish agricultural workers to be repatriated during the winter.

The lists shall consist primarily of Polish agricultural workers desirous of spending the winter in Poland on the expiry of the period of work and workers whom employers intend to dismiss that year.

Paragraph 6.

The Polish consulates shall communicate each year to the German Central Labour Office as occasion arises and not later than November 15, the names of Polish agricultural workers who are not to be included that year in the migration movement.

Paragraph 7.

Polish agricultural workers who under paragraph 2 are not to be included in the migration movement shall receive a provisional exemption certificate authorising them to engage in agricultural work for a period of one year.

In 1933, Polish agricultural workers who have not been included in the migration movement will receive an exemption certificate authorising them to engage in agricultural work.

Paragraph 8.

The German Government will use its influence with the German Central Labour Office in order that Polish agricultural workers sent back to Poland under the terms of the present Agreement shall have preference when the seasonal workers are recruited in the spring unless in any particular case there are important reasons for not adopting this procedure.

Paragraph 9.

The provisions of paragraph 3 shall apply by analogy to Polish agricultural workers who entered Germany before January 1, 1919, and have remained there. The German Central Labour Office shall forward to the Polish consulates under separate cover two copies of the questionnaires relating to these workers.

The German Central Labour Office shall issue a provisional exemption certificate to workers in respect of whom a Polish consulate makes application to this effect, after examination of the questionnaires. This certificate shall be valid for one year and shall if necessary be extended for a further period of one year, unless the worker is found not to come within the category of persons mentioned in paragraph 1.

Paragraph 10.

The number of Polish agricultural workers who entered Germany between January 1st, 1919, and December 31, 1925, and have remained there and who joined the migration movement during the transition year 1927, without being invited to do so by the German authorities or other administrations shall be included in the number of workers to be repatriated in 1928 under the terms of the present Agreement. The total number of workers to be included in the migration movement during these

two years will thus be 9,000. The number of workers designated in the list of proposals for 1928 will be increased or reduced accordingly.

The German Government declares that it will request the German Central Labour Office :

(a) Immediately to inform employers that Polish agricultural workers who entered Germany before January 1, 1919, and have remained there may continue to live in Germany under the terms of the Convention.

(b) To make regular representations to employers urging them to continue during the six months of the winter 1927-1928 to employ in the place where they are working the following groups of Polish agricultural workers :

(1) Workers who entered Germany before January 1st, 1919, and have remained there ;

(2) Workers who have married German nationals ;

(3) Workers with large families ;

(4) Workers in receipt of accident or invalidity pensions, or whose application for a pension is under consideration.

Done at Warsaw on November 24, 1927, in two copies, drawn up in Polish and in German, to be delivered to the respective Governments. The Polish and German texts are concordant in tenor and shall both be authoritative.

D. Witold PRĄDZYŃSKI.
Stanisław GAWROŃSKI.

RAUSCHER.
Dr. O. WEIGERT.