

N° 2171.

**ALLEMAGNE
ET ROYAUME DES SERBES,
CROATES ET SLOVÈNES**

Arrangement relatif aux ouvriers
saisonniers agricoles serbes, croates
et slovènes. Signé à Berlin, le
15 décembre 1928.

**GERMANY AND
KINGDOM OF THE SERBS,
CROATS AND SLOVENES**

Agreement regarding Serb-Croat-
Slovene Migratory Agricultural
Labourers. Signed at Berlin,
December 15, 1928.

TEXTE SERBO-CROATE.
SERB-CROAT TEXT.

№ 2171. — СПОРАЗУМ¹ ИЗМЕЂУ ВЛАДЕ КРАЉЕВИНЕ СРБА, ХРВАТА И СЛОВЕНАЦА И ВЛАДЕ НЕМАЧКЕ ДРЖАВЕ О СРПСКО - ХРВАТСКО - СЛОВЕНАЧКИМ ПОЉОПРИВРЕДНИМ СЕЗОНСКИМ РАДНИЦИМА. ПОДПИСАН У БЕРЛИНУ, 15 ДЕЦЕМБРА 1928.

Textes officiels allemand et serbo-croate communiqués par le délégué permanent du Royaume de Yougoslavie près de la Société des Nations. L'enregistrement de cet arrangement a eu lieu le 11 octobre 1929.

I.

Сељење српско-хрватско-словеначких пољопривредних радника има сезонски карактер.

II.

Врбовање, посредовање и ангажовање српско - хрватско - словеначких сезонских радника обављају, по правилу, са немачке стране, Немачка Радничка Централа, а са српско-хрватско-словеначке стране, Централни Одбор за Посредовање Рада и Јавне Берзе Рада.

TEXTE ALLEMAND. — GERMAN TEXT.

№ 2171. — VEREINBARUNG¹ ZWISCHEN DER REGIERUNG DES KONIGREICHS DER SERBEN, KROATEN UND SLOVENEN UND DER DEUTSCHEN REGIERUNG UBER DIE SERBISCH - KROATISCH - SLOVENISCHEN LANDWIRTSCHAFTLICHEN WANDERARBEITER. GEZEICHNET IN BERLIN, AM 15. DEZEMBER 1928.

German and Serb-Croat official texts communicated by the Permanent Delegate of the Kingdom of Yugoslavia accredited to the League of Nations. The registration of this Agreement took place October 11, 1929.

I.

Die Wanderung der serbisch-kroatisch-slovenischen landwirtschaftlichen Wanderarbeiter ist Saisonwanderung.

II.

Bei der Anwerbung, Vermittlung und Verpflichtung serbisch-kroatisch-slovenischer Wanderarbeiter sind auf deutscher Seite grundsätzlich die Deutsche Arbeiterzentrale, auf serbisch-kroatisch-slovenischer Seite der Zentralausschuss für Arbeitsvermittlung und die öffentlichen Arbeitsbörsen tätig.

¹ Entré en vigueur le 30 septembre 1929.

¹ Came into force September 30, 1929.

¹ TRANSLATION.

No. 2171. — AGREEMENT BETWEEN THE GERMAN GOVERNMENT AND THE GOVERNMENT OF THE KINGDOM OF THE SERBS, CROATS AND SLOVENES REGARDING SERB-CROAT-SLOVENE MIGRATORY AGRICULTURAL LABOURERS. SIGNED AT BERLIN, DECEMBER 15, 1928.

I.

The movement of Serb-Croat-Slovene migratory agricultural labourers is seasonal.

II.

The recruiting, placing and engaging of Serb-Croat-Slovene migratory agricultural labourers shall be carried on in principle, as regards Germany, by the German Central Labour Bureau, and as regards the Serb-Croat-Slovene Kingdom, by the Central Labour Exchange Committee and the public Labour Exchanges.

III.

Labourers shall be engaged on the basis of the labour contract for foreign migratory agricultural labourers, drawn up by the Technical Committee for Agriculture and Forestry at the Labour Exchange and Unemployment Insurance Institute of the Reich (*Reichsanstalt für Arbeitsvermittlung und Arbeitslosenversicherung*), and appended in its present form to this Agreement. The German Government will ensure that the Government of the Serb-Croat-Slovene Kingdom is given a fair opportunity of presenting its observations before any substantial changes to the labourers' disadvantage are made in the aforesaid contract. The German Government is further prepared to place any suggestions of the Government of the Serb-Croat-Slovene Kingdom for modifications of the said labour contract before the Technical Committee for Agriculture and Forestry at the Labour Exchange and Unemployment Insurance Institute of the Reich.

In accordance with German legislative provisions, other labour contracts with Serb-Croat-Slovene migratory agricultural labourers shall be inoperative in so far as they differ, to the labourers' disadvantage, from the labour contract mentioned in the first paragraph. Such inoperative agreements shall be replaced, in accordance with German legislative provisions, by the corresponding stipulations of the labour contract mentioned in paragraph 1.

IV.

Serb-Croat-Slovene migratory agricultural labourers shall as a rule only be recruited and engaged for German agriculture in groups of at least two persons.

Gangs of more than fourteen persons shall be placed under the direction of a foreman, who is also obliged to work with the gang, and gangs of over twenty-four, under a gang-leader.

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

V.

Female labourers under twenty-five years of age shall not under normal circumstances, be placed singly with any employer.

VI.

The German Central Labour Bureau shall transmit the statements of requirements received from the various employers to the Serb-Croat-Slovene public Labour Exchanges concerned, attaching to the application in each case four labour contracts drawn up in the German and Serb-Croat or Slovene languages, and signed by the employer or by the German Central Labour Bureau acting as his agent.

VII.

The Serb-Croat-Slovene public Labour Exchanges, after signing the contracts and affixing their official seal thereto, shall arrange for the recruiting and placing to be carried out with the utmost possible despatch.

VIII.

In agreement with the German Central Labour Bureau, the public Labour Exchanges shall appoint the foremen and gang leaders and shall select the necessary labourers in good time, having regard to the date when they enter on their duties, and in accordance with the rules laid down. They shall acquaint them thoroughly with the contents of the labour contract and any other obligations devolving on them and make them undertake to fulfil their duties.

Labourers, foremen, and gang-leaders who infringe the terms of their contract shall no longer be recruited and engaged for work in Germany.

IX.

The labourers' Christian names, surnames and places of origin (*Heimatort*) shall be entered in the labour contract. Foremen and gang leaders shall be mentioned specially. The labour contract shall be signed by the labourers themselves with their Christian names and surnames.

The Serb-Croat-Slovene public Labour Exchanges or their branches and their agencies abroad shall, by affixing their signature and official seal to the contract, certify that the latter has been read to the labourers in their mother tongue, has been properly understood by them and has been accepted by them, as shown by their signature or mark, in respect both of its tenor and the amount of the wages advances mentioned therein.

X.

The German Central Labour Bureau, the competent Serb-Croat-Slovene public Labour Exchange, the employer and the foreman or gang-leader, or another person appointed from the gang by the public Labour Exchange, shall each receive a copy of the completed labour contracts.

XI.

The Serb-Croat-Slovene public Labour Exchanges shall ensure that the labourers engaged leave in good time and shall advise the German Central Labour Bureau of the date of their departure.

The German Central Labour Bureau shall, as a rule, take over the labourers at the German frontier.

XII.

All labourers shall be medically examined and vaccinated at the frontier at the employer's expense, in accordance with the German regulations in force. Labourers who are sick or unfit for work shall be sent back to their homes.

XIII.

Changes of employment shall only be allowed in exceptional cases. They shall not involve less favourable terms of work or pay.

The German Central Labour Bureau shall send a copy of the new labour contract to the Serb-Croat-Slovene public Labour Exchange of the place of origin of the labourer in question. Should a change in employment be made before the labourer takes up the position for which the labour contract was originally concluded, the German Central Labour Bureau shall also notify the reasons for such change having been made.

The German Central Labour Bureau shall endeavour to obtain suitable engagements for migratory agricultural labourers who find themselves unemployed before the expiry of the term laid down in the contract. Sentence 1 of paragraph 2 shall apply in such cases also.

XIV.

Serb-Croat-Slovene migratory agricultural labourers shall be given passports the period of validity of which shall be fixed according to the requirements of the individual case, but shall not extend beyond December 31 of the current year. Such labourers do not require to show that they have received permission to take up employment.

XV.

As regards labour protection, trade union activities, public relief and the regulation of conditions of work, including conciliation procedure and the jurisdiction of labour courts, Serb-Croat-Slovene migratory agricultural labourers shall enjoy in Germany the same protection as German workers, in so far as German law does not, in general, prescribe a different treatment for aliens.

XVI.

The German Government shall use its influence to ensure that the accommodation provided for Serb-Croat-Slovene migratory agricultural labourers is unexceptional from the standpoint of morals and health.

XVII.

This Agreement is concluded in the German and Serb-Croat languages. The German and Serb-Croat texts shall be equally authentic.

XVIII.

The Agreement shall remain in force until December 31, 1929, and shall be renewed by tacit consent from year to year, unless denounced not later than October 1 with effect as from the end of the calendar year.

BERLIN, December 15, 1928.

*For the Government
of the Serb-Croat-Slovene Kingdom :*
(L. S.) (Signed) Dr. GOSAR.

For the German Government :
(L. S.) (Signed) Dr. O. WEIGERT.

Frontier Office.....

Application lists No.....
Provincial Office
Employment to be taken up on.....
.....

1929.

GERMAN CENTRAL LABOUR OFFICE, BERLIN, S. W. 11, HAFENPLATZ 4.

Telegraphic Address : Arbeiterzentrale, Berlin 11. Telephone : Nollendorf 2107, 2108, 2109.

Contract No.....

	Overseer	Working foreman	Men	Boys	Women and Girls	Cook	Total
Applied for.							
Engaged							
Addresses of last year's labourers (only to be filled in by employer if re-engagement desired)							
Provincial Labour Office Permit dated 19.... No. attached.							

LABOUR CONTRACT

FOR FOREIGN MIGRATORY AGRICULTURAL LABOURERS.

(Drawn up by the Technical Committee for Agriculture and Forestry at the Labour Exchange and Unemployment Insurance Institute of the Reich.)

I. DURATION OF LABOUR CONTRACT.

The undersigned
 Address
 Telephone No.
 Kreis
 Post Office.....
 Railway station
 Province

Employer on the one side, and the undersigned labourers on the other, have, without prejudice to the stipulations of the Provisional Ordinance concerning agricultural labour or the Kreis or district collective agreements applicable at the place of employment, made the following Contract.

The undersigned labourers, the married women with their husbands' authorisation, and the minors with the consent of their parents or guardian, will enter the service of the above-mentioned employer or of his legal successor, as from the date of engagement, and will remain until the completion of all agricultural work, but not later than December 15 of the current year. They undertake to perform all time work 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 labourers certify that they are in perfect health and are not suffering from any infirmity which might prevent their working (women workers declare that they are not pregnant), and that they are familiar with all the usual forms of agricultural labour.

Labourers liable to 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.

Hours of work and their computation shall be fixed as laid down in the Kreis or district collective agreements.

If there is no Kreis collective agreement, or if the agreement contains no provisions regarding hours of work and their computation, the following rules 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 taken by the labourers to go from the farm to their work and back again shall be included in the hours of work.

(c) In urgent cases labourers shall work overtime, which shall be paid for in accordance with the provisions of No. 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), SS. Peter and 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 these feasts to the following Sunday. Roman Catholic labourers who work on a Roman Catholic holiday which falls on a week day and is not transferred to a Sunday shall be paid Sunday rates.

Every possible facility will be given to labourers 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 migratory labourers, foreign migratory labourers also shall receive the same total remuneration as German migratory labourers.

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

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

Over-time and Sunday work shall be governed by the stipulations of the Provisional Ordinance concerning agricultural labour, or by the Kreis or district agreements.

Payment of wages shall be governed by the following principles :

Wages shall be payable weekly on
Nevertheless, 3 Reichsmarks per week in respect of the first 6 weeks' wages and 2 Reichsmarks per week in respect of the following 9 weeks' wages shall be due and payable only on the regular discharge of the labourer. The latter shall be deemed to have been discharged regularly if the labour contract is cancelled through no fault of his own.

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

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

Complaints regarding the calculation of wages shall be made as far as possible at the time of payment or immediately afterwards ; if they refer to the fixing of the number of hours actually worked or the piece work done, they can only be taken into consideration if made within fourteen days following payment.

No deductions may be made on pay-days except the proportion of wages due only on the regular discharge of the labourer, fines imposed under No. VII, the sum in respect of taxes to be deducted by law from the total wage, and the contributions due by the labourer in respect of social insurance. The employer, in agreement with the labourers' representative, will post up in a visible place in the labourers' quarters, a notice showing clearly the deductions to be made for the various groups of labourers (men, boys, women, etc.).

Foreign migratory workers shall, on being paid their wages, receive the same statements of accounts as are given to national labourers engaged on the same form or in the same concern (pay envelopes, pay slips).

IV. PAYMENT IN KIND AND LIVING ACCOMMODATION.

Every labourer shall receive weekly the following payment in kind : 15 lbs. of potatoes, 7 litres of skimmed milk (1 litre per day), or 3 ½ litres of unskimmed milk (½ litre per day), 9 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. of fat and ½ lb. of 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 weekly. Cash payments shall be effected on the basis of official maximum cost prices, or, if such are not available, on the basis of market prices in the nearest market place. Cash payment shall not be permitted in lieu of potatoes, milk or bread.

There shall also be provided for men and women 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 accommodation shall conform to public health regulations.

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, labourers 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 shall apply to the competent Provincial Authority of the German Central Labour Office, stating the worker's place of origin, in order that the said authority shall 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 handed to the worker.

VI. TOOLS.

Labourers 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 labourer 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 household regulations.

Fines may not be inflicted on a labourer save in virtue of regulations issued beforehand and posted up in a visible place. The deduction must be made on the following payday, failing which the fine will be deemed to have been remitted. Sums deducted as fines shall be employed solely for the benefit of labourers engaged in the concern.

If any important reason exists, more particularly if one of the contracting parties is guilty of violence to the other, gross insult or immoral suggestions, the other contracting party shall be entitled to cancel the labour contract immediately. The term "any important reason" shall include, so far as the employer is concerned, persistent refusal to work on the part of the labourer or gross carelessness in the performance of his duties, and, so far as the labourer is concerned, refusal by the employer to pay the wages agreed upon, repeated unpunctuality in the payment of wages, and, further, providing constantly, *i. e.*, despite repeated objections, consistently bad food or insanitary accommodation.

Trade union activity shall not constitute a ground for dismissal.

The employer may not keep the passport or any other papers of the labourer against the latter's will.

In the event of agricultural work terminating before December 15, the employer shall be bound to notify labourers of the date of their discharge one week in advance.

VIII. SICKNESS, INSURANCE.

In case of sickness, every labourer shall have the right to benefits from the sick fund in the district in which he is working. In case of incapacity to work, wages in kind and cash shall be replaced by the authorised sickness allowance. If the wages in kind referred to in No. IV are continued in case of sickness, the labourer shall pay the cost thereof to the employer at current market rates.

Employers and labourers are bound by law to pay the contributions to the sick funds in the proportions laid down in the regulations of these funds.

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

IX. WELFARE AND SETTLEMENT OF COMPLAINTS.

Agents of the German Central Labour Office, Berlin, S. W. 11, Hafenplatz 4, shall, on showing their credentials, have the right at any time to enter without hindrance labourers' dwellings and the

places where labourers are employed. They are bound to hear complaints from employers and labourers, and shall endeavour to settle disputes with a view to promoting good feeling between labourers themselves and between the latter and their employers. The contracting parties shall give them the necessary information and explanations for this purpose.

Disputes which may arise in connection with the application of the present contract or which occur on the farm or in the concern during the performance on the work between labourers and the employer or the latter's agents, shall be settled, as far as possible, on the spot.

X. JUDICIAL SETTLEMENT OF DISPUTES.

The Court competent to settle disputes arising out of the present labour contract shall be the Labour Court at provided that the conditions of work are not governed by a collective agreement under which the jurisdiction of a labour court is wholly or partly excluded and the disputes in question must be submitted to an arbitral tribunal or conciliation authority.

Place and date

Signature of employer or latter's representative

Serial Number	Date of Engagement	Persons engaged					Engaged as :					Signature or mark
		Christian name and surname	Place of origin	District Kreis	Nationality	Age (Years)	Overseer	Working foreman	Man or able-bodied boy	Boy	Woman or girl	
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
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18.												
19.												
20.												
21.												
22.												
23.												
24.												
25.												

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 by them, as shown by their signature or mark, in respect of the whole tenor of the said contract and the amount of the wages advances mentioned therein.

..... on1928.

Employment Official.