

N° 4547.

LETTONIE ET POLOGNE

Accord concernant les ouvriers agricoles polonais, saisonniers et autres, signé à Riga, le 29 octobre 1938, et arrangements y annexés de la même date.

Textes officiels letton et polonais communiqués par le ministre des Affaires étrangères de Lettonie. L'enregistrement a eu lieu le 2 avril 1939.

LATVIA AND POLAND

Agreement regarding Polish Agricultural Labourers, Seasonal and Other, signed at Riga, October 29th, 1938, and Arrangements annexed thereto of the same Date.

Latvian and Polish official texts communicated by the Latvian Minister for Foreign Affairs. The registration took place April 2nd, 1939.

¹ TRANSLATION.

No. 4547. — AGREEMENT BETWEEN THE REPUBLIC OF LATVIA AND THE REPUBLIC OF POLAND REGARDING POLISH AGRICULTURAL LABOURERS, SEASONAL AND OTHER. SIGNED AT RIGA, OCTOBER 29TH, 1938.

THE PRESIDENT OF THE LATVIAN REPUBLIC and THE PRESIDENT OF THE POLISH REPUBLIC, being desirous of regulating in a spirit of the most amicable understanding questions concerning Polish agricultural labourers, seasonal and other, in Latvia, have resolved to conclude an Agreement accordingly, and have to this end appointed as their Plenipotentiaries :

THE PRESIDENT OF THE LATVIAN REPUBLIC :

M. Andrejs KAMPE, Director of the Administrative and Legal Department of the Ministry of Foreign Affairs, Riga ;

THE PRESIDENT OF THE POLISH REPUBLIC :

M. Jerzy Tadeusz KŁOPOTOWSKI, Envoy Extraordinary and Minister Plenipotentiary of the Polish Republic in Riga ;

Who, after exchanging their full powers, found in good and due form, have agreed on the following provisions :

CHAPTER I.

Article 1.

The two Contracting Parties hereby agree that the number and categories of the workers to be placed in employment and to be engaged shall be fixed according to the economic situation and the state of the labour market in the two countries.

Article 2.

The recruiting, placing and engagement of Polish agricultural workers shall be effected on behalf of the Contracting Parties by agents specially designated for the purpose.

The workers shall be engaged under a contract of employment stating the conditions in detail.

Article 3.

The two Contracting Parties hereby agree that Polish agricultural workers shall not be dismissed otherwise than in conformity with the Acts and Orders in force in Latvia which apply likewise to aliens in general. Nevertheless, in each individual case the district officer shall be the sole authority of first instance competent to decide respecting questions of dismissal. A difference arising out of the contract of employment shall not in any case be alleged as a pretext for dismissal.

Article 4.

The Contracting Parties hereby undertake to grant Polish agricultural workers and their families facilities for entering and leaving and returning to their respective countries.

¹ Translation of the International Labour Office.

Article 5.

Polish agricultural workers and their families shall be entitled in the territory of the Latvian Republic to the same rights and the same treatment as Latvian agricultural workers as regards workers' protection, industrial organisation, medical attendance and regulation of the conditions of employment (including arbitration procedure and jurisdiction in labour cases).

Article 6.

The Latvian Government shall use its influence to ensure that the housing of agricultural workers satisfies the requirements of decency and hygiene, and in particular to ensure that workers without a family are separated according to their sex and that each family is housed separately.

Article 7.

Polish agricultural workers shall be exempt from all taxes imposed by the State and by local authorities, and likewise from all other dues payable by aliens, especially for the issue of residence permits and employment permits.

Article 8.

Every Polish agricultural worker shall be entitled to transfer freely to his own country all sums which he saves out of his wages.

CHAPTER II.

Article 9.

The provisions of the Agreement between the Polish Republic and the Latvian Republic respecting social insurance signed at Riga on 20th December, 1934, shall apply to the social insurance of agricultural workers and the members of their families.

If the above-mentioned Agreement is terminated, its provisions shall continue to apply to Polish agricultural workers and members of their families as long as this Agreement remains in force.

If a system of compulsory insurance in respect of old age, invalidity and death which applies to agricultural workers is instituted in Latvia, a supplementary Agreement shall be concluded between the Polish and Latvian Governments to deal with the question whether and to what extent Polish agricultural workers shall be liable to this kind of social insurance in these branches. If they are made liable to social insurance in such form, the supplementary Agreement shall define the rights arising out of consecutive affiliation to such systems of insurance in Poland and Latvia.

Article 10.

If the Agreement of 20th December, 1934, is terminated, or in the event of the termination of this Agreement (which in the second paragraph of Article 9 prolongs the application of the provisions of the first-mentioned Agreement for the benefit of Polish agricultural workers and their families), the provisions of the Agreement and those of the second paragraph of Article 9 of this Agreement shall continue (notwithstanding the termination of both the said Agreements) to apply to the rights acquired by Polish agricultural workers and members of their families under the social insurance system in cases where the occasion giving rise to benefit has occurred during the period of validity of either Agreement.

CHAPTER III.

Article 11.

The provisions of this Agreement and of the Arrangements concluded under Article 13 thereof shall apply in full to Polish agricultural workers and members of their families who have entered Latvia before the conclusion of this Agreement or of the said Arrangements and have continued to reside in Latvia.

Article 12.

The consulates and consular agencies of the Polish Republic shall be entitled to afford protection to Polish agricultural workers and to uphold all the rights and interests of the said workers in accordance with custom and with international law, within the limits of their competence.

For this purpose they shall be entitled to lodge complaints with all authorities within their respective consular areas concerning contraventions of the Conventions, Treaties and Agreements concluded between the two States or between their administrative authorities, or concerning abuses giving rise to the lodging of complaints by Polish agricultural workers.

Article 13.

The two Contracting Parties hereby agree to sign simultaneously with this Agreement two Arrangements concluded by the competent administrative authorities of the said Parties for the purposes of the actual carrying out of the provisions of the said Agreement.

The said Arrangements may be amended by agreement between these authorities.

Article 14.

This Agreement shall be ratified and the instruments of ratification shall be exchanged at Warsaw as soon as possible. It shall come into operation thirty days after the exchange of the instruments of ratification, and shall remain in force until 31st December, 1939.

If this Agreement is not denounced by either of the two Contracting Parties at least three months before 31st December, 1939, it shall be deemed to be prolonged by tacit agreement for a further period of one year at a time, provided that it may be denounced not less than three months before the end of any calendar year.

If this Agreement is denounced, the Arrangements mentioned in section 13 shall likewise be deemed to be denounced.

In faith whereof the above-mentioned Plenipotentiaries have signed the present Agreement and have attached thereto their seals.

Done at Riga, in duplicate, in the Latvian and Polish languages respectively, both texts being equally authentic.

RIGA, *October 29th*, 1938.

A. KAMPE.

J. KŁOPOTOWSKI.

ARRANGEMENT

BETWEEN THE MINISTRY OF AGRICULTURE OF THE LATVIAN REPUBLIC AND THE MINISTRY OF SOCIAL WELFARE OF THE POLISH REPUBLIC RESPECTING POLISH AGRICULTURAL WORKERS, SEASONAL AND OTHER. SIGNED AT RIGA, OCTOBER 29TH, 1938.

In pursuance of Article 13 of the Agreement between the Latvian Republic and the Polish Republic respecting Polish agricultural workers, seasonal and other, which was concluded on 29th October, 1938, the undersigned duly authorised representatives of the Ministry of Agriculture of the Latvian Republic and the Ministry of Social Welfare of the Polish Republic have concluded the Arrangement hereinafter set forth.

Paragraph 1.

In the month of December in each year the Latvian Chamber of Agriculture acting as the authorised representative of the Ministry of Agriculture at Riga shall inform the Ministry of Social Welfare at Warsaw through the consulate of the Polish Republic at Riga of the approximate number of Polish agricultural workers (men and women) required for the next year.

Paragraph 2.

Within four weeks of the communication of this information by the Latvian Chamber of Agriculture to the consulate of the Polish Republic at Riga (section 1) the Ministry of Social Welfare at Warsaw shall inform the said Chamber through the consulate of the Polish Republic at Riga of the total number of workers who can be engaged in Poland and the provinces in which the said Ministry directs that they be recruited, and likewise the number of workers likely to be obtainable in each province.

Paragraph 3.

Within a fortnight of the expiry of the time-limit fixed in section 2 the Ministry of Social Welfare at Warsaw and the Latvian Chamber of Agriculture shall come to an agreement respecting the exact number of workers to be recruited, their distribution among the provinces and the technical details. The same procedure shall be followed when further workers are subsequently applied for.

If the prescribed recruiting areas fail to furnish the requisite number of agricultural workers, the Polish Government shall accord friendly consideration to the proposals of the Latvian Government for the extension of the recruiting area.

Paragraph 4.

The Polish district administrative authorities shall make known to the rural population the days on which and places at which workers will be engaged as provided in section 3. The Latvian Chamber of Agriculture shall be entitled to send to the recruiting localities a sufficient number of delegates to undertake recruiting operations (subject to observance of the provisions of sections 5 and 7 of this Arrangement) in conjunction with the representatives of the Polish district administrative authorities.

Paragraph 5.

The delegates of the Latvian Chamber of Agriculture who are sent to Poland to undertake the recruiting of workers shall be furnished with certificates in conformity with the appended model by the competent consulates of the Polish Republic.

The Latvian Chamber of Agriculture shall send a list of the said delegates to the Ministry of Social Welfare at Warsaw in good time through the consulate of the Polish Republic at Riga.

Paragraph 6.

The Polish district administrative authorities as soon as they receive the relevant contract of employment shall give notice of the applications received to the workers for whom the Latvian Chamber of Agriculture applies by name with a reference to the contract of employment for the last preceding year, and shall cause measures to be taken for the engagement of these workers in accordance with the contract of employment intended for them. A refusal to place workers specified by name in employment shall not be admissible unless there are serious reasons against allowing the said workers to leave the country.

The general provisions concerning recruiting shall apply to workers specified by name who do not wish to enter into a fresh engagement for the work offered to them.

Paragraph 7.

Agricultural workers (sections 4 and 5) shall be chosen according to their physical and vocational qualifications.

Agricultural workers shall be chosen by the delegates of the Latvian Chamber of Agriculture from among the workers submitted to them by the Polish district administrative authorities on the appointed days and at the appointed places.

Paragraph 8.

If a Polish agricultural worker employed in Latvia concludes a temporary contract of employment with his Latvian employer for the next year on the expiry of his contract of employment,

and is granted leave of absence by his employer, he shall be entitled to return to Latvia, unless there are serious reasons against allowing him to leave the country.

Paragraph 9.

Workers shall be engaged under a contract of employment approved by the Contracting Parties. The detailed model for the contract is appended to this Arrangement. The Contracting Parties shall communicate to each other not later than 30th November in each year any proposals which they may wish to make for the amendment of the contract of employment, and shall come to an agreement respecting the said proposals not later than 31st December in each year.

All other contracts of employment with Polish agricultural workers shall be null and void in so far as they differ to the disadvantage of the workers from the contract of employment mentioned in the first paragraph. The clauses which are null and void shall be replaced by the corresponding clauses of the contract of employment mentioned in the first paragraph.

In Poland the worker shall in every case sign the contract of employment in the presence of an official empowered by the Polish district administrative authorities after having acquainted himself with the terms of the contract.

When a contract of employment is concluded in Poland, four identical copies thereof shall be made out; one copy shall be delivered to the employer, the second to the Latvian Chamber of Agriculture, the third to the Polish district administrative authority and the fourth to the worker engaged.

Paragraph 10.

The Latvian Chamber of Agriculture shall not supply Polish agricultural workers to employers who have committed gross breaches of the terms of the contract of employment.

Paragraph 11.

The workers shall be supplied in conformity with the provisions in force with gratuitous passports entitling them to enter Latvia.

The workers shall be exempt from the visa for entrance into Latvia and for leaving Latvia.

Paragraph 12.

At the time of recruiting the delegates of the Latvian Chamber of Agriculture shall inform the workers of the dates on which they are to leave for Latvia and the stations by which they are to leave the country.

Paragraph 13.

The expenses of the conveyance of the workers from their home in Poland to their place of employment in Latvia and their maintenance during the journey from the Latvian frontier to their place of employment shall be defrayed by the employer. For the expenses of the return journey the employer shall pay 7 lats. This obligation shall be incumbent upon the employer even in respect of workers who go on leave as provided in section 8.

Paragraph 14.

The Latvian Chamber of Agriculture shall pay to the Ministry of Social Affairs at Warsaw 1.50 zloty for placing expenses in respect of each worker engaged.

Paragraph 15.

Workers shall be conveyed from Poland to Latvia in parties in accordance with the instructions of the Polish authorities. The delegates of the Latvian Chamber of Agriculture shall inform the Polish district administrative authorities as early as possible of the dates on which parties are to start.

Every party of workers shall be accompanied, from its starting-point in Poland to the place in Latvia where the last distribution of workers is effected, by delegates of the Latvian Chamber of Agriculture, who shall take care of the party during the journey. The Polish authorities shall

also be entitled to appoint persons to accompany the parties to the place where the last distribution of workers is effected. The Latvian Chamber of Agriculture shall afford these persons full facilities for performing their duties.

Paragraph 16.

Workers entering Latvia as members of a party shall be either despatched immediately to their place of employment or housed in groups in buildings maintained by the Latvian Chamber of Agriculture for this purpose. The buildings intended for the reception of parties shall be suitably constructed and heated and furnished with bunks ; during their sojourn in these buildings the workers shall be supplied with food, and with medical attendance when necessary. For this purpose special buildings shall be provided (especially at the frontier station of Zemgale and at the Riga employment exchange and at other important employment exchanges), which shall be sufficiently large and fitted with adequate sanitary arrangements, and shall have separate dormitories for men and women.

Paragraph 17.

When a Polish agricultural worker loses his employment through no fault of his own before the expiry of his contract of employment, the Latvian Chamber of Agriculture shall take steps to procure him other employment.

Paragraph 18.

Within the limits of the legislation in force, the right of Polish agricultural workers to become members of Polish organisations in the territory of Latvia shall not be restricted.

Paragraph 19.

Polish agricultural workers shall be entitled to avail themselves of the pastoral services of priests who speak their mother tongue, even on other occasions than those of regular public worship, provided that their work is not disorganised thereby.

Paragraph 20.

An employer shall not retain a worker's passport or other personal documents of the worker without his consent, and the authorities and the Latvian Chamber of Agriculture shall not retain the said items without sufficient reasons.

Paragraph 21.

The Latvian Chamber of Agriculture shall give information of all serious complaints made by Polish agricultural workers as soon as possible to the consulate of the Polish Republic which is competent for the locality.

The consulate of the Polish Republic to the area of which the undertaking concerned belongs may forward complaints made by Polish agricultural workers directly to the Latvian Chamber of Agriculture. The said Chamber shall inform the consulate of the Polish Republic directly of the results of its inquiry, and of its decision.

Every consul of the Polish Republic in Latvia shall make at least two tours of inspection each year in company with representatives of the Latvian Chamber of Agriculture for the purpose of investigating the conditions of employment and subsistence of Polish agricultural workers and the housing of the said workers. If a consul of the Polish Republic considers it necessary in exceptional cases to investigate the places of employment of such workers either directly or through a representative at other times than during the above-mentioned tour of inspection, the Latvian Chamber of Agriculture shall not be entitled to refuse either the appointment of representatives to take part in the investigation or its assistance.

Paragraph 22.

When an employment is terminated for a serious reason, the claims made by the employer and the workers against each other shall be adjudicated upon in accordance with the provisions of the civil law and the other general legislative provisions.

The two Contracting Parties hereby agree that in cases where a dispute must be settled by a law court the said dispute shall be within the sole competence of the court of the justices of the peace which sits at the chief town of the district. The seat of the court of the justices of the peace which is to take cognisance of disputes shall be specified in the contract of employment.

Paragraph 23.

In cases where an employer in consequence of a dispute has retained the worker's wages for one month (security) and has deposited them with the Latvian Chamber of Agriculture in conformity with the contract of employment, the said Chamber shall return the wages to the employer if the court decides in his favour. If the court does not decide in the employer's favour, and likewise in cases where the employer fails to bring the matter before the court within three months, the wages (security) shall be repaid by the Latvian Chamber of Agriculture to the worker.

Paragraph 24.

Polish workers shall be entitled to take occasional leave of absence and to return to Poland for serious family reasons, especially to settle financial questions or in the event of the serious illness or the death of a member of the family, provided that they prove the genuineness of the case by means of a certificate from the competent consul of the Polish Republic or the competent Polish district administrative authority. In cases which are exceptional or which give rise to no suspicions, and in cases of urgency, the Latvian Chamber of Agriculture shall enable the worker to obtain occasional leave of absence on account of news received by him directly from his family without resort to the agency of the consulate of the Polish Republic or the Polish district administrative authority.

Workers who obtain occasional leave of absence shall have all the rights granted to workers who obtain leave of absence in conformity with section 8 of this Arrangement, i.e. they shall be entitled to all the facilities granted by the provisions of the Agreement and of this Arrangement in respect of the entrance into and exit from Latvia of Polish agricultural workers. The expenses of the journey to Poland and back shall be paid in this case by the worker, who shall be entitled to the reductions of fares granted to Polish agricultural workers. In such cases the worker shall not be entitled to his wages for the duration of the leave.

Paragraph 25.

Without prejudice to the provisions laid down by the Agreement respecting sickness, it is understood that first aid shall be furnished by the employer if a worker falls ill. If the illness is serious or the sick person is obliged to remain in bed, the employer shall be bound to convey the sick worker to a medical practitioner or to bring the medical practitioner to the worker's dwelling. During the first fortnight after the beginning of the sickness and during the lying-in period a male or female worker shall be entitled to be furnished by the employer with board, lodging and attendance in accordance with the provisions of the Agreement and this Arrangement.

If the medical practitioner considers that the sick person ought to be placed in a hospital, the employer shall be bound to convey him thither by means of the forms of transport at his command.

Medical attendance and the payment of the expenses thereof shall be governed by the provisions applying to Latvian agricultural workers. All the expenses other than the share which must be paid by the worker shall be defrayed by the Latvian Chamber of Agriculture.

A female worker shall be entitled to a fortnight's leave without pay after her confinement for the purpose of taking her child to Poland and returning to her place of employment. In this case she shall be entitled to the reductions of railway fares granted to Polish agricultural workers.

Paragraph 26.

If a Polish agricultural worker dies in Latvia during his period of employment, the Latvian Chamber of Agriculture shall bear the expenses of the coffin and grave-clothes, and the employer shall bear the other expenses for the burial and transportation of the body. The employer may pay the expenses of the burial up to a maximum of one month's wages out of the money left by the worker.

The effects and money left by the worker and his personal papers (passport, military discharge-sheet and contract of employment) shall be delivered by the employer to the competent local authority for despatch to the competent consulate of the Polish Republic.

Paragraph 27.

The Latvian Chamber of Agriculture shall furnish the consulate of the Polish Republic at Riga with statistics of the alterations in the state of Polish emigration into Latvia in the course of each month.

Paragraph 28.

The return of Polish agricultural workers from Latvia to Poland shall be effected by means of organised arrangements. In particular, in pursuance of a special arrangement between the Polish and Latvian railways the said workers may purchase at a reduced price tickets for a through journey from the station nearest to their place of employment in Latvia to the station nearest to their home in Poland.

Both the Polish and the Latvian railways shall grant to workers returning from Latvia to Poland the reductions of fares applicable to their journey from Poland to their place of employment in Latvia.

The Latvian Chamber of Agriculture shall inform the Polish authorities if possible, through the consulate of the Polish Republic at Riga, of the approximate date on which the return will begin, in order that the said authorities may take the necessary steps to prepare for the reception of the returning workers.

Paragraph 29.

This Arrangement shall be approved by the Minister of Agriculture of the Latvian Republic and the Minister of Social Welfare of the Polish Republic, and an Exchange of Notes shall then take place between the Government of the Latvian Republic and the Government of the Polish Republic for the purpose of confirming the said approval. This Arrangement shall come into force simultaneously with the Agreement between the Latvian Republic and the Polish Republic mentioned at the beginning, and shall remain in force until 31st December, 1939.

If this Arrangement is not denounced through diplomatic channels by either of the contracting Ministries at least six months before 31st December, 1939, it shall be deemed to be prolonged by tacit consent for a further period of one year at a time, provided that it may be denounced not less than six months before the end of any calendar year.

If the Agreement mentioned at the beginning is denounced, this Arrangement shall likewise be deemed to be denounced, and shall lapse simultaneously with the Agreement.

In faith whereof the above-mentioned Plenipotentiaries have signed the present Arrangement.

Done at Riga, in duplicate, in the Latvian and Polish languages respectively, both texts being equally authentic.

RIGA, *October 29th*, 1938.

A. KAMPE.

J. KŁOPOTOWSKI.

CERTIFICATE.

In pursuance of § 5 of the Arrangement between the Ministry of Agriculture of the Latvian Republic and the Ministry of Social Welfare of the Polish Republic respecting Polish agricultural labourers, seasonal and other, M., representative of the Latvian Chamber of Agriculture, is proceeding to Poland in order, jointly with the representatives of the Polish district administrative authorities, to recruit and place Polish agricultural labourers in employment in Latvia for the year, in accordance with the provisions of § 4 of the present Arrangement.

....., 19....

(Signed)
Consul of the Polish Republic.

CONTRACT OF EMPLOYMENT.

Latvian Chamber of Agriculture, Department of Labour, Jelgava.

CONTRACT OF EMPLOYMENT FOR POLISH AGRICULTURAL LABOURERS IN LATVIA
FOR THE YEAR

Conditions of the Contract. Both parties signatories to the present contract, namely, employer and employee, undertake strictly to comply with the conditions and provisions therein contained. The employee undertakes to perform the work entrusted to him conscientiously and in accordance with the instructions given to him by the employer or his representative and to supervise livestock and property. He also confirms that he is absolutely healthy and has no infirmities which would interfere with his work (women labourers confirm that they are not expectant mothers). No labourer may refuse to look after cattle.

I. *Hours of Work.*

1. Hours of work shall be determined in accordance with local custom.

2. On Sundays and holidays the labourer is bound to perform only the most essential domestic tasks and work connected with looking after livestock, but is excused from working in the fields. Should a labourer's services be urgently required for field work on a Sunday or holiday, the labourer shall be bound to perform the tasks entrusted to him, but shall receive for every such day's work a special remuneration additional to his normal pay and equivalent to two days' wages.

3. The labourer shall be entitled to have one Sunday a month completely free even from domestic duties. The employer and labourer shall jointly agree in every case as to which Sunday the labourer shall be free from duty.

If a labourer is absent from his place of work without the employer's consent on a Sunday which has not been previously agreed upon as a free day, the employer shall be entitled on the next pay-day to deduct from the labourer's wages an amount equal to two days' wages in cash. Should a labourer not be given a free Sunday in a particular month by his employer he shall, in addition to his ordinary pay, receive for such day a special remuneration equal to two days' wages in cash.

4. In making deductions from a labourer's wages the employer shall be bound in every case to state the reason for making such deduction and the amount thereof by inserting an endorsement on the contract of employment. Pay for work done in the fields on a Sunday or holiday and pay for domestic work done on a Sunday which it was agreed should be free must be entered in a special column of the contract and the labourer must sign for the receipt thereof in each individual case.

5. In addition to the usual Sundays and holidays, the following shall be deemed to be ordinary holidays: May 3rd (Polish national holiday), November 11th (Polish State holiday), Ascension (in May) and Assumption (August 15th). The employer shall give the labourer an opportunity of attending public worship on Sundays and holidays. Polish agricultural labourers shall be entitled to avail themselves of the pastoral services of priests who speak their mother tongue, even on other occasions than those of regular public worship, provided no interference is thereby caused with their work.

During the period for which the contract has been concluded, a labourer shall be entitled to two days' paid holiday fixed so as to coincide with the time when there is least work to be done. Labourers who on the expiry of the period of contract conclude a new contract with the employer must arrange with the employer for further leave allowance.

6. The contractual employment relationship shall begin on the date specified in paragraph 31 of the present contract of employment and end on the date specified in paragraph 32. The present contract shall also be valid for a further period, i.e. up to April 1st, 19.. if both parties agree thereto.

II. Wages.

7. Polish agricultural labourers shall be placed on an equal footing with Latvian agricultural labourers as regards conditions of employment.

8. For the period April 1st-December 1st, Polish agricultural labourers shall receive the following minimum remuneration :

A male labourer shall receive (words in full) lats per month ;

A female labourer shall receive (words in full) lats per month ;

In other months both male and female labourers shall receive (words in full) lats per month.

Polish agricultural labourers shall not be liable in respect of their wages to any fiscal payments, administrative charges or taxes.

The only payments which may be levied shall be the normal postal charges on money transfers.

9. No employer may make any deductions from wages which are not provided for in the present contract ; all deductions in accordance with the contract must be shown in the wages account and it must be clearly stated why such deductions were made.

10. During the first two months labourers shall receive only half of their cash wages. The wages retained shall be refunded to the labourer on the termination of the contract of employment. In other months, wages shall be paid at the end of every month by the employer himself or his representative.

Should a dispute arise between an employer and a labourer regarding compensation, the employer shall be bound to pay over to the Latvian Chamber of Agriculture the one month's wages (security) retained in pursuance of paragraph 1. The Latvian Chamber of Agriculture shall give the employer a receipt for the amount lodged and confirm receipt of the amount to the labourer.

The labourer must give a signed discharge for all amounts received on account of wages. If he is illiterate, a signed discharge for the wages received must be given on his behalf by a third person chosen by the labourer who shall append his signature and address.

III. Food and Housing.

11. In addition to the money wages referred to in paragraph 8 of the present contract, the labourer shall receive from the employer free of charge :

(a) Clean and warm living quarters and healthy and adequate food for a working labourer ;

(b) A bed with a mattress filled with clean hay or straw, a blanket, sheet and pillow. Men and women must be housed separately and not less comfortably than Latvian labourers.

IV. Travelling Expenses.

12. The costs of conveying labourers from their homes in Poland to their place of employment in Latvia and their maintenance during the journey from the Latvian frontier to their place of employment shall be defrayed by the employer. For the expenses of the return journey the labourer shall be paid an amount of 7 lats (seven lats), for the receipt of which he must sign in the corresponding column of the present contract. A labourer is entitled to the said lump-sum payment only once a season and only after he has arrived in Latvia.

13. The above provision shall apply to labourers who, when leaving for a holiday, have concluded a preliminary agreement with the employer.

V. Premature Termination of the Contract.

14. The contract may be terminated by the employer :

(a) If the labourer persistently neglects his duties ;

(b) If the labourer grievously insults the employer or the members of his family by word or deed.

15. The contract may be terminated by the labourer :

- (a) If the employer or his representative uniformly ill-treats the labourer or grievously insults him or the members of his family by word or deed ;
- (b) If the employer supplies the labourer with bad food or with living quarters which are prejudicial to his health or morals ;
- (c) If the employer refuses to give the labourer documents which belong to him ;
- (d) If, when he asks for it, the labourer is not paid at the proper time ;
- (e) If for serious family reasons the labourer is obliged to return home. In such event the facts of the case shall be confirmed by the consul of the Polish Republic.

16. No labourer may arbitrarily leave his place of employment. In any case the labourer must, in order to terminate the contract of employment, obtain a police certificate that the contract has been terminated on proper grounds, and, in the event of voluntary termination of the contract, a declaration from the employer that the contractual relation has been voluntarily terminated.

17. If the contract is unlawfully terminated by the employer, the latter shall be bound to pay the labourer one month's wages as compensation and to defray the cost of the return journey in accordance with paragraph 12 of the contract. Furthermore, the Latvian Chamber of Agriculture shall in this case return to the labourer the security which was kept back by the employer out of his wages and deposited with the Latvian Chamber of Agriculture in accordance with paragraph 10 of the contract.

18. If the contract is unlawfully terminated by the labourer, the latter shall be bound to pay the employer one month's wages in cash as compensation. The compensation payable to the employer shall be paid out of the security taken from the labourer in accordance with paragraph 10 of the contract and deposited with the Latvian Chamber of Agriculture.

19. If an employer, in consequence of a dispute, has retained a labourer's monthly wage (security), and has deposited it with the Latvian Chamber of Agriculture in conformity with the provisions of paragraph 10 of the contract of employment, the said Chamber shall return the wages to the employer if the court gives a decision in the latter's favour. In the contrary event, and likewise in cases where the employer fails to bring the matter into court within three months, the wages (security) shall be refunded to the labourer by the Latvian Chamber of Agriculture.

20. If the labourer terminates the contract for a reason which the employer considers to be unfounded and before the latter has collected the amount of security provided for in paragraph 10 of the contract of employment, the employer may then lodge a claim with the court of the peace. As soon as the claim has been lodged the employer may ask the Latvian Chamber of Agriculture to have the security collected from the labourer by the new employer with whom the labourer has found work. The new employer shall, during the third and fourth months of the labourer's residence with him, retain half of the cash wages as security for the compensation due to the previous employer under paragraph 10 of the contract of employment and shall then pay the amount retained to the Latvian Chamber of Agriculture. If the verdict of the court is favourable to the employer, the Latvian Chamber of Agriculture shall pay him the security held ; otherwise it shall be returned to the labourer.

VI. *Working Tools.*

21. The labourer shall be bound to return to the employer, clean and undamaged, the working tools issued to him. He shall be held materially responsible for any damage to them due to neglect.

VII. *Sickness, Medical Attention and Insurance.*

22. First aid shall be furnished by the employer if a worker falls ill. Where the cases are of a more serious nature or the patient is confined to bed, the employer shall be bound to convey the sick labourer to a medical practitioner or bring the latter to the labourer's dwelling. During the first fortnight of the illness a labourer, and during the lying-in period a female labourer, shall receive from the employer free board, lodging and attendance in accordance with the provisions

of the present contract. If the medical practitioner considers that the labourer should be sent to hospital, the employer shall be bound to convey him (her) to the hospital by such means of transport as he has at his command. Medical attendance and expenses connected therewith shall be governed by the provisions applying to Latvian agricultural labourers.

All expenses other than the share which must be paid by the labourer shall be defrayed by the Latvian Chamber of Agriculture.

A female labourer shall be entitled to a fortnight's leave without pay after her confinement to enable her to take her child to Poland and return to her former place of employment.

Should a labourer be suspected of suffering from an infectious disease dangerous for those around him he may, during his stay in Latvia, be required to undergo a medical examination on the demand of the employer. The cost of such examination shall be paid by the employer.

23. Polish agricultural labourers shall be treated on an equal footing with Latvian labourers in respect to rights arising out of accident insurance.

VIII. *Welfare and Settlement of Complaints.*

24. It is the duty of the employer to look after the welfare of labourers and in particular to protect female labourers against immoral behaviour on the part of those living with them or other labourers engaged by the employer. It is the duty of a labourer to observe the domestic routine customary with his employer.

In case of disputes both labourers and employers must notify the consul of the Polish Republic or the Latvian Chamber of Agriculture, as the case may be. The Polish consul shall, in conjunction with the Latvian Chamber of Agriculture, endeavour to clear up or settle the dispute on his own initiative. Any further action necessary shall be taken by the Latvian courts.

25. Claims made by the employer or labourer in connection with the termination of the labour contract for good reasons shall be settled in accordance with the provisions of civil law and other general legal provisions.

Jurisdiction in the case of such disputes shall lie with the court of the peace at

26. The employer may not insert in labour contracts any observations which are not in accordance with their clauses, more particularly observations regarding the labourer's behaviour.

27. Forename and name of employer :

28. Place of employment : district of ; commune of ;
farm of ; railway station ; post office ;
telephone

29. Forename and name of labourer :
Permanent place of residence : district in Poland ; commune of ;
village of ; date of arrival ; year of birth ;
department which issued passport ; No. of passport ;
date of issue of passport ; date of last departure from Latvia

30. Duties or work to be performed by the labourer :

31. Entered employment : 19.....

32. Employment to terminate on 19.....

No previous notice is required for termination of the contract.

Signature of employer :

Signature of labourer :

RENEWAL OF CONTRACT.

The present contract is renewed up to 19.....

Signature of employer :.....

Signature of labourer :.....

WAGES ACCOUNT.

Year, month and day	Received on account of wages	Lats	s.	Signature of payee
	Travelling expenses			
	Special remuneration for Sunday work			
	Total :			
	Deductions			
	Deducted :			
	Balance due :			

ARRANGEMENT

BETWEEN THE MINISTRY OF FINANCE OF THE LATVIAN REPUBLIC AND THE MINISTRY OF THE TREASURY OF THE POLISH REPUBLIC IN RESPECT OF POLISH AGRICULTURAL LABOURERS, SEASONAL AND OTHER. SIGNED AT RIGA, OCTOBER 29TH, 1938.

In pursuance of Articles 8 and 13 of the Agreement between the Latvian Republic and the Polish Republic concerning Polish Agricultural Labourers, Seasonal and Other, concluded on October 29th, 1938, the undersigned, duly authorised plenipotentiary representatives of the Ministry of Finance of the Latvian Republic and the Ministry of the Treasury of the Polish Republic, have agreed upon the following provisions :

Paragraph 1.

Polish agricultural labourers shall deposit sums saved out of their wages, for the purpose of transfer to Poland, in the cheque account of the Latvian Chamber of Agriculture (Currency Office) kept with the Current Accounts Department of the Latvian Post Office Savings Bank (*Latvijas pasta krājķases tekošu rēķinu daļā*). On the back of the transfer form the labourer shall enter instructions regarding the cash deposited, e. g. name, forename and address of the payee in Poland, or the number of his savings bank pass-book in which the cash payment is to be entered.

The relevant transfer forms may be obtained by the labourer in the local Labour Office of the Latvian Chamber of Agriculture, which shall also see that they are properly filled up. Simultaneously, the said offices will check whether the amount paid in does not exceed the actual earnings of the labourer.

Paragraph 2.

The only charges which may be made for the transfer to Poland of the savings of Polish agricultural labourers shall be deemed to be the ordinary postal charges.

Paragraph 3.

The Latvian Chamber of Agriculture shall, on receiving the extract from the "Latvian Chamber of Agriculture — Currency Office" account, immediately (daily) draw up a properly signed statement in duplicate on the lines of the annexed model; one statement shall be sent to the Post Office Savings Bank in Warsaw — Foreign Department, and the second to the Polish Consulate in Riga.

On receiving permission from the Foreign Trade Department (see Article 8 of the Agreement) the Latvian Chamber of Agriculture shall purchase, from the free account (composed of foreign currency), foreign exchange or a cheque on Warsaw for the equivalent of the amount in Latvian currency specified in the statement, issued by one of the Latvian foreign exchange banks, and shall send the cheque (foreign exchange), together with the statement (paragraph 1), to the Post Office Savings Bank, Foreign Department. In purchasing foreign exchange or cheques on Warsaw, the rate charged shall not exceed the selling rate quoted for the particular currency on the Riga exchange on the date of the transaction.

The statement drawn up by the Latvian Chamber of Agriculture shall show the conversion rate and the number of the cheque.

Paragraph 4.

The transaction of the various formalities by Latvian authorities and institutions from the time the labourer makes the deposit until its transfer to Poland (to the Post Office Savings Bank), shall not, as a rule, exceed seven days.

Paragraph 5.

On receiving the statement and the equivalent (in foreign exchange or cheque on Warsaw from the free account) (paragraph 3), the Post Office Savings Bank shall execute the transfers or make the payments to the savings account with the Post Office Savings Bank, in accordance with the instructions given in the statement.

Paragraph 6.

The present Arrangement shall be confirmed by the Minister of Finance of the Latvian Republic and the Minister of the Treasury of the Polish Republic, after which notes shall be exchanged between the Government of the Latvian Republic and the Government of the Polish Republic confirming that such sanction has been given. The Arrangement shall come into force simultaneously with the above-mentioned Agreement between the Latvian Republic and the Polish Republic and shall remain in force until December 31st, 1939.

If the present Arrangement is not denounced by either of the contracting Ministries through the diplomatic channel not later than six months before December 31st, 1939, it shall be deemed to be renewed by tacit agreement for further periods of one year, subject to the condition that it may be denounced at the latest six months before the expiry of any calendar year.

If the aforementioned Agreement is denounced, the present Arrangement shall also be deemed to have been denounced and shall lapse simultaneously with the Agreement.

In faith whereof the above-mentioned Plenipotentiaries have signed the present Arrangement.

Done in duplicate in the Latvian and Polish languages respectively, both texts being equally authentic.

RIGA, *October 29th*, 1938.

A. KAMPE.

J. KŁOPOTOWSKI.

