

WAR FOOD ADMINISTRATION

Terminal Sales Building  
Portland 5, Oregon

Office of Labor

MAY 3 11944

In Reply Refer To

FO-4-OL-TWN

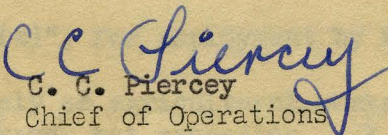
William S. Fuchigamo  
Keenesburg, Colorado

Dear Sir:

Enclosed you will find signed copy of Employment Agreement providing for the Employment of 3 Japanese Evacuees from May 1 to end of season

This copy is to be retained in your file.

Sincerely yours,

  
C. C. Piercy  
Acting Chief of Operations

Attachment

War Relocation Center

WAR FOOD ADMINISTRATION

EMPLOYMENT AGREEMENT  
(Interstate Seasonal Workers)

THIS EMPLOYMENT AGREEMENT, made this 15 day of April, 1944, between the War Food Administrator, hereinafter called the "Administrator", and William S. Fuchigamo, of Keenesburg, State of Colorado, hereinafter called the "Employer",

WITNESSETH:

WHEREAS, the Administrator and the Employer wish to cooperate in making agricultural workers available to alleviate the present shortage of agricultural labor and to aid in the successful prosecution of the war,

NOW, THEREFORE, in consideration of the undertakings hereinafter stated, the Administrator and the Employer agree as follows:

1. The Administrator shall use his best efforts to recruit and transport agricultural workers to William S. Fuchigamo, Keenesburg, (Weld County) Colorado.

hereinafter called the "destination point(s)", for employment by the Employer.

2. The employer shall employ, exclusively as agricultural workers, and upon the following terms, as many agricultural workers, not exceeding 3 as are transported by the Administrator to the destination point(s) not later than May 1st, 1944, the number of workers to be transported to each destination point being as follows: not exceeding 3 workers to Keenesburg, Colorado.

Torao Fuchigamo is on leave. Would like to keep him for the season.

Granada Relocation Center, Amache, Colorado

Would like 2 other adult workers from Granada Relocation Center, Amache, Colorado, at a later date.

- a. The Employer shall employ each worker at least seventy-five percent (75%) of the workdays, hereinafter called the "specified percentage," between the day following the day of the worker's arrival at one of the destination points and until harvest is completed 4/4, and for such further time as the Employer and the Administrator may agree, such entire time being hereinafter called the "period of employment." Each calendar day except one day in each seven consecutive days shall be considered a workday. Fractional parts of the customary workdays for which the worker is employed may be added together to determine the total days worked.

b. The Employer shall be required to furnish such employment to a worker hereunder only so long as the worker is ready, willing, and able to work under the supervision and direction of the Employer.

c. The workers shall be paid for their work at not less than the prevailing wage rates for such work for the particular crop within the area of employment. The prevailing wage rates shall be determined in such manner as the Administrator may direct. Wage payments shall be made in lawful money of the United States at least once each week, or at the end of the Employer's customary payroll periods, if those periods do not exceed semi-monthly intervals. If the payroll period exceed weekly intervals, the Employer shall permit the workers to draw on account reasonable proportions of the wages due them.

d. The Employer shall pay each worker a subsistence allowance of Three Dollars (\$3.00) for each workday upon which he is not employed pursuant to subparagraph "A" above within the specified percentage of the workdays in the period of employment; provided, however, that no such subsistence allowance shall be paid for workdays in which the worker is unemployed as the result of the refusal to work or his illness or other physical incapacity. The amount of such subsistence allowance, if any, shall be computed and paid at the end of the period of employment, provided, however, that in the event that the worker's agreement with the Administrator requires such payment to be computed and paid at the end of each 90-day period, it shall be so computed and paid.

e. The Employer shall pay all costs of transportation of the workers (and the members of their families transported with them by the Administrator) between the destination point (s) to which they were so transported by the Administrator and the place or places at which the workers are to perform their work hereunder, and at the end of the period of employment to return workers to Keenesburg, Colorado, or to such other places or places as the Employer and the Administrator may mutually determine.

f. The workers shall be housed as follows:

(1) \_\_\_\_\_ workers (and such members of their families) shall be housed in labor camps or centers maintained by the Administrator, if the Administrator finds that space in such camps or centers is readily available.

(2) Said workers (and such members of their families) shall be housed in shelter provided by the Employer without charge.

(3) \_\_\_\_\_ workers (and such members of their families) will arrange for their own housing.

g. The Workers and their Families shall not be required to purchase goods or services for their use at any place not of their own choice.

3. The Administrator shall determine from time to time, and his determination shall be conclusive, whether the Employer has paid all sums to be paid by him hereunder, and shall have the right to pay to the workers all or any part of any such sums, in which case the Employer shall repay to the Administrator, upon demand by him, all sums so paid.

4. The Employer shall keep such records of the employment of each worker, and of the wages and subsistence paid, as the Administrator may deem adequate to determine the period of employment and the wages and subsistence payments. Such records shall be made accessible to the Administrator upon his request for the purpose of examination or preparing copies thereof.

5. If the Administrator determines that the Employer has violated any of the terms or undertakings of this agreement or is not utilizing the workers fully and efficiently in the production and harvest of agricultural commodities essential to the prosecution of the war, he may, without waiving any other remedy or course of action, deprive the Employer of the further services of the workers under this agreement, thus terminating the period of employment.

6. All rights, privileges, and powers conferred upon the Administrator herein may be exercised by him or by his representative or representatives.

IN WITNESS WHEREOF, the Administrator and the Employer have executed this agreement as of the date first above written.

WAR FOOD ADMINISTRATOR

By

*W. J. [Signature]*  
*Chief of Operations*  
(Official Title)

WITNESS:

*R. V. [Signature]*

*Wm. S. [Signature]*  
*Wm. S. [Signature]*  
Employer

By

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