

THE OFFICIAL BRACERO AGREEMENT

THE ORIGINAL AGREEMENT WAS FORMALIZED ON AUGUST 4, 1942, LATER IT WAS MODIFIED SEVERAL TIMES.

TRANSPORTATION AND SUBSISTENCE EXPENSES FOR THE WORKER... SHALL BE PAID EXCLUSIVELY BY THE EMPLOYER.
ARTICLE 29 - I

WORKER SHALL BE PAID IN FULL.
ARTICLE 29 - II

MINORS UNDER 14 SHALL BE STRICTLY PROHIBITED.
WAGES AND EMPLOYMENT - E

THE EMPLOYER WILL TAKE ALL POSSIBLE MEASURES OF PROTECTION IN INTEREST OF THE MEXICAN WORKERS.
WAGES AND EMPLOYMENT

MEXICANS ENTERING THE UNITED STATES SHALL NOT SUFFER DISCRIMINATORY ACTS OF ANY KIND.
GENERAL PROVISIONS 2

WORK WILL NOT BE LESS THAN 30 CENTS PER HOUR.
WAGES AND EMPLOYMENT A-1

MEXICAN WORKERS WILL BE FURNISHED WITHOUT COST TO THEM WITH HYGIENIC LODGINGS.
WAGES AND EMPLOYMENT - G

THE GOVERNMENT OF MEXICO SHALL DETERMINE IN EACH CASE THE NUMBER OF WORKERS WHO MAY LEAVE THE COUNTRY WITHOUT DETRIMENT TO ITS NATIONAL ECONOMY.
NUMBERS

For the Temporary Migration of Mexican Agricultural Workers to the United States as Revised on April 26, 1943, by an Exchange of Notes Between the American Embassy at Mexico City and the Mexican Ministry of Foreign Affairs, General Provisions 1) It is understood that Mexicans contracting to work in the United States shall not be engaged in any military service. 2) Mexicans entering the United States as result of this understanding shall not suffer discriminatory acts of any kind in accordance with the Executive Order No. 8802 issued at the White House June 25, 1941. 3) Mexicans entering the United States under this understanding shall enjoy the guarantees of transportation, living expenses and repatriation established in Article 29 of the Mexican Federal Labor Law as follows: Article 29. All contracts entered into by Mexican workers for lending their services outside their country shall be made in writing, legalized by the municipal authorities of the locality where entered into and vised by the Consul of the country where their services are being used. Furthermore, such contract shall contain, as a requisite of validity of same, the following stipulations, without which the contract is invalid. I. Transportation and subsistence expenses for the worker and his family, if such is the case, and all other expenses which originate from point of origin to border points and compliance of immigration requirements, or for any other similar concept, shall be paid exclusively by the employer or the contractual parties. II. The worker shall be paid in full the salary agreed upon, from which no deduction shall be made in any amount for any of the concepts mentioned in the above subparagraph. III. The employer or contractor shall issue a bond or constitute a deposit in cash in the Bank of Workers, or in the absence of same, in the Bank of Mexico, to the entire satisfaction of the respective labor authorities, for a sum equal to repatriation costs of the worker and his family, and those originated by transportation to point of origin. IV. Once the employer established proof of having covered such expenses or the refusal of the worker to return to his country, and that he does not owe the worker any sum covering salary or indemnization to which he might have a right, the labor authorities shall authorize the return of the deposit or the cancellation of the bond issued. It is specifically understood that the provisions of Section III of Article 29 above-mentioned shall not apply to the Government of the United States notwithstanding the inclusion of this section in the agreement, in view of the obligations assumed by the United States government under Transportation(a) and (c) of this agreement. 4) Mexicans entering the United States under this understanding shall not be employed to displace other workers, or for the purpose of reducing rates of pay previously established. In order to implement the application of the general Principles mentioned above the following specific clauses are established: (When the word "employer" is used hereinafter it shall be understood to mean the Farm Security Administration of the Department of Agriculture of the United States of America; the word "sub-employer" shall mean the owner or operator of the farm or farms in the United States on which the Mexican will be employed; the word "worker" hereinafter used shall refer to the Mexican Farm laborer entering the United States under this understanding.) Contracts a) Contracts will be made between the employer and the worker under the supervision of the Mexican Government. (Contracts must be written in Spanish.) b) The employer shall enter into a contract with the sub-employer, with a view to proper observance of the principles embodied in this understanding. Admission a. The Mexican health authorities will, at the place whence the worker comes, see that he meets the necessary physical conditions. Transportation a. All transportation and living expenses from the place of origin to destination, and return, as well as expenses incurred in the fulfillment of any requirements of a migratory nature shall be met by the Employer. b. Personal belongings of the workers up to a maximum of 35 kilos per person shall be transported at the expense of the Employer. c. In accord with the intent of Article 29 of Mexican Federal Labor Law, quoted under General Provisions (3) above, it is expected that the employer will collect all or part of the cost accruing under (a) and (b) of Transportation from the sub-employer. Wages and Employment a. (1) Wages to be paid the worker shall be the same as those paid for similar work to other agricultural laborers under the same conditions within the same area, in the respective regions of destination. Piece rates shall be so set as to enable the worker of average ability to earn the prevailing wage. In any case wages for piece work or hourly work will not be less than 30 cents per hour. b. (2) On the basis of prior authorization from the Mexican Government salaries lower than those established in the previous clause may be paid those emigrants admitted into the United States as members of the family of the worker under contract and who, when they are in the field, are able also to become agricultural laborers but who, by their condition of age or sex, cannot carry out the average amount of ordinary work. c. The worker shall be exclusively employed as an agricultural laborer for which he has been engaged; any change from such type of employment or any change of locality shall be made with the express approval of the worker and with the authority of the Mexican Government. d. There shall be considered illegal any collection by reason of commission or for any other concept demanded of the worker. e. Work of minors under 14 years shall be strictly prohibited, and they shall have the same schooling opportunities as those enjoyed by children of other agricultural laborers. f. Workers domiciled in the migratory labor camps or at any other place of employment under this understanding shall be free to obtain articles for their personal consumption, or that of their families, wherever it is most convenient for them. g. The Mexican workers will be furnished without cost to them with hygienic lodgings, adequate to the physical conditions of the region of a type used by a common laborer of the region and the medical and sanitary services enjoyed also without cost to them will be identical with those furnished to the other agricultural workers in the regions where they may lend their services. h. Workers admitted under this understanding shall enjoy as regards occupational diseases and accidents the same guarantees enjoyed by other agricultural workers under United States legislation. i. Groups of workers admitted under this understanding shall elect their own representatives to deal with the Employer, but it is understood that all such representatives shall be working members of the group. The Mexican Consuls, assisted the Mexican Labor Inspectors, recognized as such by the Employer will take all possible measures of protection in the interest of the Mexican workers in all questions affecting them, within their corresponding jurisdiction, and will have free access to the places of work of the Mexican workers. The Employer will observe that the sub-employer grants all facilities to the Mexican Government for the compliance of all the clauses in this contract. j. For such time as they are unemployed under a period equal to 75% of the period (exclusive of Sundays) for which the workers have been contracted they shall receive a subsistence allowance at the rate of \$3.00 per day. Should the cost of living workers submitted to the Mexican government and payments under the authorities of the respective country if the same is not renewed, the continuation of cases of physical impossibility the United States shall be can workers toward the formation of the Wells Fargo Bank and Union Mexico, S.A., which will translast shall assume responsibility the absence of these, for the ment through the Banco de the security of the savings of payment of the agricultural made available to the Banco de dance with exportation per- with the understanding that tration will recommend prior- ments. Numbers As it is impos- time the number of workers United States for agricultural employer shall advise the Mexi- to time as to the number needed. shall determine in each case the may leave the country without economy. General. Consider- with reference to the departure workers, who are not farm labor- understandings reached by agen- ernments the same fundamentals applied here to the departure of that the employers will cooperate of the Government of the United understanding into effect whose the United States are such as to tion of the understandings. Either the right to renounce this nderate notification to the other Gov- advance. This understanding may exchange of notes between the Affairs of the Republic of Mexico United States of America in nal agreement was formalized the later, the agreement was modified. released on April 26, 1943. The The original agreement was both countries. From representative of the Foreign J. Navas, Esq., representative United States: Joseph F. American Embassy in Mexico, Administrator of the Farm Security United States Department of Agriculture (USDA), and David Mecker, Deputy Director of War Farming Op- erations also from the USDA.