

Agreement between the United States of America and Mexico respecting the temporary migration of Mexican agricultural workers. Effected by exchange of notes signed August 4, 1942.

August 4, 1942
[E. A. S. 278]

The Mexican Minister of Foreign Affairs to the American Ambassador

ANEXOS.

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

Nº 312

MÉXICO, D.F. a 4 de agosto de 1942.

SEÑOR EMBAJADOR:

Tengo el honor de referirme al asunto planteado por la Embajada al digno cargo de Vuestra Excelencia, respecto a la posibilidad de que el Gobierno de México autorice la salida de trabajadores mexicanos a los Estados Unidos y sobre las condiciones en que tal emigración puede llevarse a cabo.

Esta Secretaría se considera, ante todo, en el deber de señalar la importancia que en los momentos actuales tiene para el país la íntegra conservación de su material humano, indispensable para el desarrollo del programa de defensa continental en que está solidarizado el Gobierno de México, programa en el que culmina, por recomendación muy empeñosa del Jefe del Ejecutivo, la intensificación de actividades y especialmente la producción agrícola. Sin embargo, expuesta al propio C. Presidente de la República la necesidad de trabajadores que existe en algunas zonas de los Estados Unidos, y deseoso el Primer Magistrado de no escatimar la cooperación que ha venido ofreciendo al Gobierno que dignamente representa Vuestra Excelencia, en la medida que los recursos de la Nación lo permiten, se ha servido determinar que no se pongan obstáculos a la salida de aquellos nacionales que deseen emigrar, en forma temporal, para el desempeño de los trabajos en que sus servicios sean requeridos, y que no se fijen más condiciones esenciales que las que demandan las circunstancias y las que establecen ordenamientos legales vigentes en ambos países.

Con el propósito de precisar los alcances de esta cuestión se convino, como Vuestra Excelencia sabe, en tratarla de Estado a Estado, y para examinarla en todos sus aspectos, se estimó necesaria la reunión de expertos mexicanos y americanos, que acaban de dar cima a su labor, habiendo presentado ya las Recomendaciones que formularon y que, debidamente suscritas, se envían anexas a la presente comunicación.

Han sido examinadas con todo detenimiento las conclusiones de que se trata y el Gobierno de México les otorga su completa aprobación. Ruego a Vuestra Excelencia se sirva gestionar que el Gobierno de los Estados Unidos de Norteamérica, si a bien lo tiene, haga otro tanto, a fin de dejar ultimado este asunto y se puedan girar, en conse-

cuencia, a los diversos órganos oficiales que deben intervenir en el mismo las instrucciones pertinentes y de tal modo pueda surtir efectos inmediatos el arreglo a que felizmente se ha llegado.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi alta y distinguida consideración.

E. PADILLA

Excelentísimo señor GEORGE S. MESSERSMITH,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.

[Anexo]

A efecto de fijar las bases sobre las cuales los trabajadores mexicanos pueden ser utilizados en los Estados Unidos, y, al mismo tiempo, proveer los medios de que esos mismos trabajadores estén debidamente protegidos, se formulan las siguientes recomendaciones:

PRINCIPIOS FUNDAMENTALES.

Los mexicanos que sean contratados para trabajar en los Estados Unidos no podrán ser empleados en ningún servicio militar;

No sufrirán actos discriminatorios de ninguna naturaleza; (Orden del Ejecutivo Núm. 8802, dictada en la Casa Blanca el 25 de junio de 1941).

Disfrutarán de las garantías de transporte, alimentos, hospedaje y repatriación que establece el artículo 29 de la Ley Federal del Trabajo, de México;

No serán empleados para desplazar a otros trabajadores, ni para abatir salarios previamente establecidos.

A fin de facilitar la mejor aplicación de las bases generales anteriores, se establecen las siguientes cláusulas:

(Al utilizarse aquí la palabra "empleador" se entenderá que se trata de la Farm Security Administration, del Departamento de Agricultura de los Estados Unidos de América; la palabra "sub-empleador" se aplicará al propietario o administrador de la finca o fincas en los Estados Unidos en las que prestarán sus servicios los trabajadores mexicanos; la palabra "trabajador" se aplicará al trabajador agrícola que emigre a los Estados Unidos sobre las bases que aquí se consignan).

CONTRATOS.

a) Los contratos se harán entre el empleador y el trabajador bajo la supervisión del Gobierno de México y se redactarán en castellano.

b) El empleador contratará con el subempleador a efecto de garantizar la debida observancia de los principios contenidos en estas bases.

ADMISION.

a) Las autoridades sanitarias mexicanas cuidarán en los lugares de origen del trabajador, de que éste reúna las condiciones físicas necesarias.

TRANSPORTES.

a) Todos los gastos de transporte, alimentación y hospedaje desde los lugares de origen hasta los de destino, y regreso, así como los que se causen en la satisfacción de cualquier requisito de carácter migratorio, serán por cuenta del empleador.

b) El flete de los objetos de uso personal del trabajador, hasta un máximo de 35 kilos por persona, será por cuenta del empleador.

c) De conformidad con el artículo 29 de la Ley Federal del Trabajo, de México, se entenderá que el empleador cobrará del subempleador la totalidad o parte de los gastos consignados en las cláusulas (a) y (b) relativas al transporte.

TRABAJO Y SALARIO.

a) (1) Los salarios que se pagarán al trabajador serán los mismos que en las respectivas regiones de destino se paguen para trabajos similares a los demás trabajadores; pero en ningún caso dichos salarios serán menores de 30 centavos de dólar por hora; los trabajos a destajo se arreglarán en forma tal, que el trabajador de habilidad común disfrute del salario establecido.

a) (2) Previa autorización del Gobierno Mexicano podrán pagarse salarios menores de los establecidos en la cláusula anterior a los emigrantes que se internen en los Estados Unidos como familiares del trabajador contratado y que, ya en el campo, sean susceptibles de convertirse también en trabajadores y que por sus condiciones de edad o de sexo no puedan rendir el promedio de trabajo ordinario.

b) El trabajador será empleado exclusivamente en el trabajo para el que haya sido contratado; cualquier cambio de actividad debe contar con el consentimiento expreso del propio trabajador y con la autorización del Gobierno Mexicano.

c) Será considerado improcedente cualquier cobro que a título de comisión o por cualquier otro concepto pretenda hacerse a los trabajadores.

d) Queda prohibido el trabajo para los menores de 14 años y éstos tendrán las oportunidades de educación con que cuentan los hijos de los demás trabajadores agrícolas.

e) El trabajador domiciliado en un campo de trabajo o en cualquier otro lugar de empleo, tendrá libertad para adquirir los artículos de su consumo personal o del de sus familiares en donde le sea más conveniente.

f) Las condiciones de habitación, servicios sanitarios y atención médica de que disfrutarán los trabajadores mexicanos serán idénticos a los que disfruten los demás trabajadores agrícolas en las regiones en que presten sus servicios.

g) Los trabajadores mexicanos admitidos de conformidad con estas bases, gozarán por lo que hace a enfermedades profesionales y accidentes de trabajo, de las mismas garantías que disfruten los demás trabajadores agrícolas, de acuerdo con la legislación de los Estados Unidos de América.

h) Los trabajadores admitidos de conformidad con estas bases pueden constituir agrupaciones y éstas nombrar libremente a sus

representantes para tratar con los empleadores, quedando entendido que dichos representantes deben ser trabajadores pertenecientes a la agrupación respectiva. Los Cónsules Mexicanos extremarán las medidas de protección a los intereses de los trabajadores mexicanos en todas las cuestiones que les afecten, dentro de las jurisdicciones correspondientes.

i) Hasta el 75% del término para el que hayan sido contratados (exceptuando los domingos) los trabajadores mexicanos recibirán, de parte del empleador, a título de subsistencia, la cantidad de tres dólares diarios por el período que estén desocupados.

Por el 25% restante del tiempo del contrato y durante el cual los trabajadores permanezcan sin trabajo, recibirán sus subsistencias en los términos en que éstas se proporcionen a otros trabajadores agrícolas en los Estados Unidos.

En caso de que haya aumento en el costo de vida en los Estados Unidos, será éste motivo de reconsideración.

Los contratos "tipo" para los trabajadores, al ser sometidos a la consideración del Gobierno mexicano, llevarán previsiones definitivas para la determinación de subsistencias y pagos de conformidad con estas bases.

j) La fijación del término de los contratos, se hará de acuerdo con las autoridades de los respectivos países.

k) Al término de los contratos, si no hubiese renovación de los mismos, las autoridades americanas considerarán ilegal, desde el punto de vista migratorio, la permanencia del trabajador mexicano en territorio de los Estados Unidos, salvo casos de fuerza mayor.

FONDO DE AHORRO.

a) La Agencia del Gobierno de los Estados Unidos respectiva, tendrá la responsabilidad de la guarda de las cantidades con que contribuyan los trabajadores mexicanos para la formación de su Fondo de Ahorro Campesino, hasta que sean transferidas al Banco de Crédito Agrícola de México, el que contraerá las responsabilidades del Depósito, guarda y aplicación, o en su defecto devolución de dichas cantidades.

b) El Gobierno de México por conducto del Banco Nacional de Crédito Agrícola cuidará de la seguridad de los ahorros de los trabajadores para que se inviertan en la adquisición de implementos agrícolas, que de acuerdo con los permisos de exportación que el Gobierno de los Estados Unidos otorgue, puedan ser traídos por los trabajadores al repatriarse, en la inteligencia de que la Farm Security Administration recomendará para dichos implementos la prioridad correspondiente.

CANTIDADES.

Ante la imposibilidad de determinar desde luego la cantidad de trabajadores que puedan ser requeridos en los Estados Unidos para las labores agrícolas, el empleador informará al Gobierno de México,

con la debida oportunidad, sobre las necesidades que haya que satisfacer. Por su parte el Gobierno de México determinará en cada caso el número de trabajadores que puedan salir sin quebranto de la economía nacional.

PREVENCIONES GENERALES.

Queda sobreentendido que al tratarse de la salida de otros trabajadores mexicanos, no agrícolas, privarán en los arreglos que lleven a cabo las Dependencias de los respectivos Gobiernos, los mismos principios fundamentales que se han aplicado aquí a la salida de trabajadores del campo.

Se entiende que los empleadores cooperarán para llevar a cabo este arreglo, con aquellas Agencias del Gobierno Norteamericano cuyos poderes, según las leyes de los Estados Unidos de América, les permitan contribuir a la realización del mismo.

Los respectivos Gobiernos pueden denunciar el arreglo que se efectúe sobre las recomendaciones aquí consignadas, dando el aviso correspondiente con noventa días de anticipación.

La formalización de tales negociaciones puede realizarse con sólo un cambio de notas entre la Secretaría de Relaciones Exteriores y la Embajada de los Estados Unidos en México.

México, D.F., a 23 de julio de 1942.

COMISIONADOS MEXICANOS

E. HIDALGO

Oficial Mayor, actuando en representación de la Secretaría de Relaciones Exteriores.

ABRAHAM J. NAVAS

representante de la Secretaría del Trabajo y Previsión Social.

COMISIONADOS AMERICANOS

J F MCGURK

Consejero de la Embajada de los Estados Unidos en Mexico.

JOHN O WALKER

Sub-Administrador de la Farm Security Administration, del Departamento de Agricultura de los Estados Unidos.

DAVID MEEKER

Sub-Director de la Oficina de Relaciones Agrícolas de Guerra, en el Departamento de Agricultura de los Estados Unidos.

[Translation]

[Enclosures]

DEPARTMENT OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO CITY

No. 312

MEXICO, D.F., August 4, 1942.

MR. AMBASSADOR:

I have the honor to refer to the matter presented by the Embassy worthily in Your Excellency's charge regarding the possibility that the Government of Mexico authorize the departure of Mexican workers

for the United States and the conditions under which such emigration can be effected.

This Department considers itself under the obligation, first of all, of pointing out the importance for the country at the present moment of conserving intact its human material, indispensable for the development of the program of continental defense to which the Government of Mexico is jointly obligated and in which, by very urgent recommendation of the Head of the Executive Power, the intensification of activities and especially agricultural production take first rank. Nevertheless, the need for workers which exists in some parts of the United States having been laid before the President of the Republic himself, and the First Magistrate, being desirous of not scanting the cooperation which he has been offering to the Government worthily represented by Your Excellency in the measure that the Nation's resources permit, has been pleased to decide that no obstacles be placed in the way of the departure of such nationals as desire to emigrate, temporarily, for the performance of the tasks in which their services may be required and that no other essential conditions be fixed than those which are required by circumstances and those established by legal provisions in force in the two countries.

For the purpose of determining the scope of this matter it was agreed, as Your Excellency is aware, to treat it as a matter between States, and in order to examine it in all its aspects, it was deemed necessary to hold a meeting of Mexican and American experts, who have just completed their task, having already submitted the recommendations which they formulated and which, duly signed, are sent enclosed with this communication.^[1]

The conclusions in reference have been examined with all care, and the Government of Mexico gives them its full approval. I beg Your Excellency to be good enough to take steps that the Government of the United States of America may, if it sees fit, do likewise, in order that this matter may be concluded and that the proper instructions may be issued, consequently, to the various official agencies which are to intervene therein, and in this way the arrangement which has been happily arrived at may be immediately effective.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

E. PADILLA

His Excellency

GEORGE S. MESSERSMITH,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City*

¹ [For English text of recommendations, see p. 1766.]

The American Ambassador to the Mexican Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 503

MEXICO, August 4, 1942

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 312 of August 4, 1942, regarding the temporary migration of Mexican workers to the United States to engage in agricultural work, the subject matter of which was presented by the Embassy some days ago.

Due note has been taken of the considerations expressed in Your Excellency's Note under acknowledgment with respect to the maintenance of indispensable labor within the Republic of Mexico for the development of the Continental Defense Program, especially agricultural production, to which the Government of Mexico is committed. My Government is fully conscious of these commitments and at the same time is deeply appreciative of the attitude of His Excellency President Manuel Avila Camacho for the sincere and helpful manner in which he has extended the cooperation of the Government of Mexico within the resources of the nation to permit Mexican nationals temporarily to emigrate to the United States for the purpose of aiding in our own agricultural production.

In order to determine the scope of the conditions under which Mexican labor might proceed to the United States for the purpose set forth above, it was agreed that the negotiations should be between our two Governments, and Your Excellency was kind enough to arrange for the meeting of Mexican and American representatives to submit recommendations which they have duly completed. Your Excellency was good enough to enclose a copy of these recommendations in the Spanish with your Note under reference.

My Government accepts these recommendations as a satisfactory arrangement, and I am authorized to inform Your Excellency that my Government will place this arrangement in effect immediately, and in confirmation thereof I attach hereto the English text of the arrangement as agreed upon.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

GEORGE S. MESSERSMITH

Enclosure.

His Excellency

Señor Lic. EZEQUIEL PADILLA

Minister for Foreign Affairs,

Mexico.

[Enclosure]

In order to effect a satisfactory arrangement whereby Mexican agricultural labor may be made available for use in the United States and at the same time provide means whereby this labor will be adequately protected while out of Mexico, the following general provisions are suggested:

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 a 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.^[1]

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 Labor Law.

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.

Specific clauses.

In order to implement the application of the general principles mentioned above the following specific clauses are established.

"Employer."

(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.)

"Sub-employer."

"Worker."

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.

¹ [6 F. R. 3109.]

c. In accord with the intent of Article 29 of the Mexican Federal Labor Law, 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 in the respective regions of destination; but in no case shall this wage be less than 30 cents per hour (U. S. currency); piece rates shall be so set as to enable the worker of average ability to earn the prevailing wage.

a. (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.

b. The worker shall be exclusively employed as an agricultural laborer for which he has been engaged; any change from such type of employment shall be made with the express approval of the worker and with the authority of the Mexican Government.

c. There shall be considered illegal any collection by reason of commission or for any other concept demanded of the worker.

d. Work for 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.

e. 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.

f. Housing conditions, sanitary and medical services enjoyed by workers admitted under this understanding shall be identical to those enjoyed by the other agricultural workers in the same localities.

g. 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.

h. 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 in their respective jurisdiction shall make every effort to extend all possible protection to all these workers on any questions affecting them.

i. 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.

For the remaining 25% of the period for which the workers have been contracted during which the workers may be unemployed they

shall receive subsistence on the same bases that are established for farm laborers in the United States.

Should the cost of living rise this will be a matter for reconsideration.

The master contracts for workers submitted to the Mexican Government shall contain definite provisions for computation of subsistence and payments under this understanding.

j. The term of the contract shall be made in accordance with the authorities of the respective countries.

k. At the expiration of the contract under this understanding, and if the same is not renewed, the authorities of the United States shall consider illegal, from an immigration point of view, the continued stay of the worker in the territory of the United States, exception made of cases of physical impossibility.

SAVINGS FUND

a) The respective agency of the Government of the United States shall be responsible for the safekeeping of the sums contributed by the Mexican workers toward the formation of their Rural Savings Fund, until such sums are transferred to the Mexican Agricultural Credit Bank which shall assume responsibilities for the deposit, for their safekeeping and for their application, or, in the absence of these, for their return.

b) The Mexican Government through the Banco de Credito Agricola will take care of the security of the savings of the workers to be used for payment of the agricultural implements, which may be made available to the Banco de Credito Agricola in accordance with exportation permits for shipment to Mexico with the understanding that the Farm Security Administration will recommend priority treatment for such implements.

NUMBERS

As it is impossible to determine at this time the number of workers who may be needed in the United States for agricultural labor employment, the employer shall advise the Mexican Government from time to time as to the number needed. The Government of Mexico shall determine in each case the number of workers who may leave the country without detriment to its national economy.

GENERAL PROVISIONS

It is understood that, with reference to the departure from Mexico of Mexican workers, who are not farm laborers, there shall govern in understandings reached by agencies of the respective Governments the same fundamental principles which have been applied here to the departure of farm labor.

It is understood that the employers will co-operate with such other agencies of the Government of the United States in carrying this understanding into effect whose authority under the laws of the United States are such as to contribute to the effectuation of the understanding.

Either government shall have the right to renounce this understanding, giving appropriate notification to the other Government 90 days in advance.

This understanding may be formalized by an exchange of notes between the Ministry of Foreign Affairs of the Republic of Mexico and the Embassy of the United States of America in Mexico.

MEXICO CITY, the 23rd of July 1942.

MEXICAN COMMISSIONERS

E. HIDALGO

*acting as representative of the
Foreign Office.*

ABRAHAM J. NAVAS

*acting as representative of the
Department of Labor and Social
Provision.*

AMERICAN COMMISSIONERS

J F MCGURK

Counselor of the American Embassy in Mexico.

JOHN O WALKER

*Assistant Administrator Farm
Security Administration. (De-
partment of Agriculture).*

DAVID MEEKER

*Assistant Director Office of Agri-
cultural War Relations. (De-
partment of Agriculture)*

November 2, 4, 1942
[E. A. S. 279]

Agreement between the United States of America and Canada respecting workmen's compensation and unemployment insurance in connection with construction projects in Canada. Effected by exchange of notes signed November 2 and 4, 1942.

The American Minister to the Canadian Secretary of State for External Affairs

LEGATION OF THE
UNITED STATES OF AMERICA

No. 785

Ottawa, November 2, 1942.

SIR:

I have the honor to refer to the discussions which took place in Ottawa June 3 and 4, 1942, between representatives of my Government and representatives of the Canadian Government regarding workmen's compensation and unemployment insurance in connection with the construction of the military highway to Alaska and other American projects in Canada.

It is the understanding of my Government that, as a result of these discussions, it has been agreed:

"American employees."

Employees ordinarily resident in Canada.

Canadian and U. S. laws and regulations.

- A--(1) that American contractors engaged upon the construction of the military highway to Alaska as well as upon or in connection with all other current and future projects of the United States in Canada undertaken pursuant to agreement between the two Governments, shall normally employ only employees whose original contract of employment is made outside Canada and who have not been ordinarily resident in Canada in the three months prior to such original contract. These employees are hereinafter designated as American employees;
- (2) that it is, however, recognized that in some instances employees ordinarily resident in Canada have already been employed by American contractors engaged on projects to which this note applies and that in some special cases it may be necessary for American contractors to be permitted to engage employees ordinarily resident in Canada; but that in such cases it is agreed that the employees will be secured through the Canadian Employment Service;
- (3) that American contractors engaged on projects to which this note applies shall not in respect of their American employees be subject to Canadian laws or regulations, whether federal or provincial, governing wage rates, hours of labor and conditions of work;