

No. 2133

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**UNITED STATES OF AMERICA  
and  
MEXICO**

**Exchange of notes constituting an agreement relating to  
employment in the United States of America of Mexican  
agricultural workers. Mexico, 11 August 1951**

*Official texts: English and Spanish.*

*Registered by the United States of America on 21 March 1953.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
MEXIQUE**

**Échange de notes constituant un accord relatif à l'emploi  
aux États-Unis d'Amérique de travailleurs agricoles  
mexicains. Mexico, 11 août 1951**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 21 mars 1953.*

No. 2133. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND MEXICO RELATING TO EMPLOYMENT IN THE UNITED STATES OF AMERICA OF MEXICAN AGRICULTURAL WORKERS. MEXICO, 11 AUGUST 1951

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I

*The Mexican Minister for Foreign Relations to the American Ambassador*

[SPANISH TEXT — TEXTE ESPAGNOL]

SECRETARÍA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MÉXICO

30186

México, D. F., a 11 de agosto de 1951

Señor Embajador :

Tengo el honor de referirme nuevamente a la Nota de Vuestra Excelencia, No. 87 de 13 de julio último, por medio de la cual se sirvió informarme que el Excelentísimo señor Harry S. Truman, Presidente de los Estados Unidos de América, suscribió, el día anterior, la Ley S-984, que autorizó la gestión de un nuevo Acuerdo con México para la contratación de trabajadores agrícolas, sobre las bases de las Recomendaciones formuladas conjuntamente por las Delegaciones de los dos países, en las reuniones que tuvieron lugar en esta Capital durante el período comprendido entre el 26 de enero y el 3 de febrero del presente año. Al mismo tiempo se sirvió indicarme que en el mensaje con que envió al Congreso la Ley citada, el Excelentísimo señor Presidente Truman formuló cuatro importantes recomendaciones para que se dicte legislación suplementaria, que dé por resultado la efectiva erradicación del tráfico ilegal de trabajadores en la frontera; por lo que Vuestra Excelencia expresa los deseos de su Gobierno de que nuevamente se reunieran las Delegaciones de los dos países, a partir del día 16 del citado mes de julio, a fin de elaborar un Acuerdo que substituyera al que mi Gobierno dió por terminado a partir del día 15 del propio mes.

Formalizadas dichas reuniones, nuestras respectivas Delegaciones discutieron y redactaron una serie de Recomendaciones Conjuntas, para la autorización de un nuevo Acuerdo Internacional y el correspondiente Contrato Tipo de Trabajo, mismas que han merecido la aprobación de mi Gobierno y que me es honroso comunicar a Vuestra Excelencia, según el texto que se inserta a continuación :

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<sup>1</sup> Came into force on 11 August 1951, by the exchange of the said notes.

respuesta, como la formalización del Acuerdo sobre Trabajadores Migratorios de 1951.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Manuel TELLO

A su Excelencia el señor William O'Dwyer  
Embajador de los Estados Unidos de América  
Ciudad

## II

### *The American Ambassador to the Mexican Minister for Foreign Relations*

No. 208

Mexico, D. F., August 11, 1951

Excellency :

I have the honor to acknowledge the receipt of Your Excellency's note No. 30186 of today's date relating, in English translation, as follows :

"Excellency :

"I have the honor to make further reference to Your Excellency's Note No. 87 of July 18 last in which you informed me that His Excellency Harry S. Truman, President of the United States of America, had signed, the day before, Act S. 984<sup>1</sup> authorizing the negotiation of a new Agreement with Mexico for the contracting of agricultural workers based on joint recommendations arrived at by Delegates of the two countries during the Conferences held in this Capital during the period January 26 to February 3, 1951. You also informed me that in the message which accompanied the Bill returned to Congress, His Excellency President Truman made four important recommendations for supplemental legislation to effectively eradicate the traffic in illegal workers on the Border. Your Excellency therefore expressed the desire of your Government to renew discussions between the two countries, commencing July 16th, for the negotiation of an Agreement which will substitute the one terminated by my Government on the 15th of that month.

"At these Conferences, our respective Delegations discussed and drew up a series of Joint Recommendations for the authorization of a new International Agreement and the corresponding Work Contract which have been approved by my Government and which I have the honor to communicate to Your Excellency as follows :

<sup>1</sup> United States of America : Public Law 78, 82d Cong. ; 65 Stat. 119.

## MIGRANT LABOR AGREEMENT OF 1951

"The Government of the United States of America and the Government of Mexico, desiring that employment of Mexican agricultural workers who may be needed in the United States shall be carried out under conditions consistent with the interests of both countries, and seeking to establish an orderly program for the employment of such workers that will be in harmony with the spirit of understanding and cooperation that characterizes the relations between them, hereby agree as follows :

*Article 1*

## DEFINITIONS

"As used in this Agreement, the term :

"a) 'Mexican Worker' means a Mexican national, not a resident of the United States of America, who is legally admitted to that country for temporary employment in agriculture in accordance with the terms of this Agreement.

"b) 'Employer' means :

"(1) The operator of agricultural property who is engaged in agriculture, as defined in this Article ;

"(2) An association or other group of employers but only if those of its members for whom Mexican Workers are being obtained are bound, in the event of its default, to carry out the obligations undertaken by it pursuant to the provisions of this Agreement and Work Contract, unless the Secretary of Labor of the United States determines that such individual liability is not necessary to assure performance of such obligations ; or

"(3) Processors of agricultural products when they obtain Mexican Workers for employment in agriculture, if the processor has contracted to purchase in whole or in part the crop on which the Mexican Worker is to be employed ;

"c) 'Wages' means all forms of remuneration to a Mexican Worker by an Employer for personal services including, but not limited to, subsistence, incentive payments, Employer contributions to or payments of insurance benefits, Employer contributions to a pension fund or annuity, and payments in kind.

"d) 'Agriculture' means :

"(1) Cultivation and tillage of the soil, planting, production, cultivation, growing, and harvesting of any agricultural or horticultural commodities and any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparations for market, delivery to storage, or to market, or to a carrier for transportation to market ;

"(2) The maintenance of a farm and its tools and equipment, or salvaging of timber or clearing land of brush and other debris left by a hurricane, if the major part of such service is performed on a farm ;

"(3) The maintenance of ditches, canals, reservoirs, or waterways, not owned or operated for profit and used exclusively for supplying or storing water for farming purposes, and cotton ginning.

"(4) Handling, drying, packing, packaging, processing, freezing, grading, or storing, in its unmanufactured state any agricultural or horticultural commodity for the

operator of a farm ; but only if such operator produced more than one-half of the commodity with respect to which the service is performed ;

“(5) All of the activities described in (4) for a group of operators of farms, but only if such operators produced the commodities with respect to which such activities are performed ;

“(6) The provisions of (4) and (5) shall not be applicable with respect to services performed in connection with commercial canning or commercial freezing, or in connection with any agricultural or horticultural commodities, after their delivery to a terminal market for distribution or consumption.

“(e) ‘Migratory Station’ means an office established by the Government of Mexico within its territory where the selection of Mexican Workers is made and to which they will return when their contracts have terminated.

“(f) ‘Reception Center’ means an office established by the Government of the United States of America within its territory to which a Mexican Worker selected at a Migratory Station is brought to be contracted for by an Employer and to which he will return from his place of employment upon termination of his contract in order that he may be returned to the Migratory Station from which he came.

“(g) ‘Secretary of Labor’ means the Secretary of Labor of the United States or his duly authorized representative.

“(h) ‘Personal Injury’ means Personal Injury arising out of and in the course of the employment of a Mexican Worker.

“(i) ‘Disease’ means any Disease which is contracted in the course of a Mexican Worker’s employment and is directly attributable to the work in which he is engaged.

## Article 2

### NEGOTIATIONS BY GOVERNMENTS

“All negotiations relating to any aspects of the program which is the subject of this Agreement shall be carried out exclusively between the two Governments.

## Article 3

### PRESENTING REQUESTS FOR WORKERS

“At least thirty days prior to the date on which it is desired to have Mexican Workers recruited, the Secretary of Labor will advise the Mexican Government of the estimated number required. The estimates may be revised to conform to changes in agricultural needs and such revisions shall be communicated promptly to the Mexican Government.

“The Mexican Government will consider these estimates in the light of Mexico’s current needs for agricultural labor and its requirements for the development of its agricultural economy and with a view toward harmonizing the agricultural cycles of the two countries. Within fifteen days after receiving the estimate, the Mexican Government will notify the Secretary of Labor of the approximate number of Mexican Workers it will make available at each Migratory Station.

“The Secretary of Labor will notify the Mexican Government two weeks in advance of the date on which he desires that recruiting operations shall begin at each Migratory Station. Such notice will contain information with respect to the number of Mexican

Workers that are desired from each Migratory Station and the dates within which they will be required.

"The Secretary of Labor will determine which Employers are to be scheduled for contracting at specific Reception Centers. Both Governments will take all necessary action to assure that recruiting will begin on the dates agreed upon as the opening date for each Migratory Station.

#### Article 4

##### LOCATION OF MIGRATORY STATIONS AND RECEPTION CENTERS

"The Government of Mexico will establish the Migratory Stations in the Republic of Mexico at Aguascalientes, Aguascalientes; Guadalajara, Jalisco; Irapuato, Guanajuato; Monterrey, Nuevo León; Chihuahua, Chihuahua; and at such other places as may be mutually agreed to by the two Governments. The United States will establish Reception Centers at or near Brownsville, Texas; Laredo, Texas; El Paso, Texas; Nogales, Arizona; and Calexico, California, and at such other places as may be mutually agreed to by the two Governments.

#### Article 5

##### SELECTION AT MIGRATORY STATIONS

"It will be the responsibility of the Mexican Government to assemble prospective Workers at the Migratory Stations where qualified candidates for contracting will be selected by representatives of the Secretary of Labor after examination by the Public Health Service of Mexico and the Mexican Ministry of *Gobernación*. Workers who have not complied with the Mexican Military Service Law will not be eligible for selection. At the Migratory Station, officials of the United States Public Health Service will conduct a physical examination of each candidate to assure that he meets the mental and health requirements for admission to the United States. Officials of the United States Department of Justice will conduct an examination to determine his admissibility under the Immigration Laws of the United States. Officials of the United States Public Health Service and of the United States Department of Justice may conduct such additional examinations or investigations at the Reception Centers in the United States as they deem necessary and appropriate.

"For the purpose of this Agreement, a Mexican Worker shall not be regarded as having departed from Mexico until he has been contracted.

"A Mexican Worker shall not remain at a Reception Center more than five consecutive days after his arrival from Mexico, except in the case of a serious impediment.

"A Mexican Worker selected at a Migratory Station can only be rejected at the Reception Center when it is determined that his admission into the United States is in contravention of the Public Health, Immigration or Internal Security Laws of the United States.

#### Article 6

##### TRANSPORTATION BETWEEN MIGRATORY STATION AND RECEPTION CENTER

"The Secretary of Labor, at the expense of the United States Government, shall provide transportation for a prospective Mexican Worker selected at the Migratory

Station, except Guadalajara, from such Migratory Station to the Reception Center and return to the nearest Migratory Station. The transportation of the Mexican Worker recruited at Guadalajara shall be paid by the United States Government from Hermosillo, Sonora, to the Reception Center and return to Hermosillo.

"The Secretary of Labor, at the expense of the United States Government, shall also furnish the prospective Workers subsistence while awaiting transportation from the Migratory Station, except Guadalajara, to the Reception Center, while he is in transit between the Migratory Station, except Guadalajara, and the Reception Center and return, and while he is at the Reception Center. Mexican Workers who are recruited at Guadalajara and who are returned to Hermosillo will be furnished subsistence while at the Reception Center and paid for subsistence while in transit between the Reception Center and Hermosillo.

#### Article 7

##### EMPLOYERS INELIGIBLE FOR CONTRACTING

"Immediately after the effective date of this Agreement and from time to time thereafter, the Mexican Ministry for Foreign Relations will furnish the Secretary of Labor a list of Employers, which may be supplemented or revised, whom they consider to be ineligible to contract Mexican Workers because of failure to comply with the International Executive Agreement, approved August 1, 1949,<sup>1</sup> or with any Individual Work Contract approved pursuant thereto, or with this Agreement or with any Work Contract approved pursuant to it. The Secretary of Labor may refuse to issue a certification to a prospective Employer and he may revoke any certification already issued in the following circumstances :

"a) Where there has been a joint determination under Article 30 that the Employer has failed to meet his obligations under any previous contract entered into pursuant to the International Executive Agreement adopted August 1, 1949, or this Agreement ; or

"b) Where the Secretary of Labor has determined that the Employer has,

"(1) After any certification has been issued, employed Mexican Nationals who are illegally in the United States ; or

"(2) After thirty days from the effective date of this Agreement, employed Mexican nationals who are illegally in the United States ; or

"c) Where the Secretary of Labor finds that the Employer has contracted or is endeavoring to contract Mexican Workers for another Employer who is not himself eligible to contract Mexican Workers ; or

"d) Where the Mexican Worker is employed or is to be employed on a farm or other establishment operated by two or more persons any of whom is ineligible to use Mexican Workers ; or

"e) Where the Secretary of Labor finds that housing, sanitary facilities, or drinking water is inadequate, in accordance with the terms of this Agreement. The Mexican Government may object to the housing facilities and may request application of the procedure provided for in Article 30.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 148, p. 104.

“Notwithstanding the provisions of *a*), *b*), *c*), *d*), and *e*) of this Article, the Secretary of Labor may, at his discretion and with the approval of the Mexican Government, issue a certification for an Employer to contract Mexican Workers under this Agreement and require such Employer to furnish such bond or other form of indemnity as he may deem appropriate and necessary, but no Mexican Workers shall be made available under this Agreement to, nor shall any Mexican Workers made available under this Agreement be permitted to remain in the employ of, any Employer who has in his employ any Mexican national when such Employer knows or has reasonable grounds to believe or suspect or by reasonable inquiry could have ascertained that such Mexican national is not lawfully in the United States.

“When the officials of both Governments responsible for the administration of this program find that an Employer utilizes the services of illegal workers, they will within a period of three days institute the necessary action so that the contracted workers may be withdrawn and transferred to another authorized Employer, and the Immigration Service, within the same period, shall proceed to the extent possible to withdraw the illegal Workers who are found on the farm and shall continue to exercise vigilance over it to avoid recurrences.

#### Article 8

##### PROHIBITION AGAINST DISCRIMINATION

“Mexican Workers shall not be assigned to work in localities in which Mexicans are discriminated against because of their nationality or ancestry. Within a reasonable time after the effective date of this Agreement and from time to time thereafter, the Mexican Ministry for Foreign Relations will furnish the Secretary of Labor a listing of the communities in which it considers that discrimination against Mexicans exists. If there is concurrence by the Secretary of Labor that there is such discrimination in any such area, the United States Department of Justice will not issue the authorizations provided for in Article 10 to send Mexican Workers into such area.

“If the Secretary of Labor does not concur, the appropriate Mexican Consul may request a statement signed by the Chief Executive Officer or Officers or the Chief Law Enforcement Officer of the Community in which the Mexican Workers are to be employed, pledging for the community that :

“*a*) No discriminatory acts will be perpetrated against Mexicans in that locality ;  
and

“*b*) In the event that the Mexican Consul reports the existence of acts of discrimination against any Mexican because of ancestry or nationality, the local governmental officers who signed the statement will have such complaints promptly investigated and take such community and individual action as may be necessary to fulfill the community pledge.

“The Mexican Government will permit employment in such areas if such pledges are furnished.

“If, notwithstanding the foregoing, the Mexican Consul reports that discriminatory acts have been committed against Mexicans because of their nationality or ancestry in a locality where Mexican Workers are employed, the Mexican Consul having jurisdiction in the locality may request the Representative of the Secretary of Labor to join the Mexican Consul in a joint investigation in which event the procedure prescribed in Article 30 of this Agreement will be followed.



*Article 9*

## PREFERENCE IN EMPLOYMENT FOR UNITED STATES WORKERS

"Mexican Workers shall not be employed in the United States in any jobs for which domestic workers can be reasonably obtained or where the employment of Mexican Workers would adversely affect the wages and working conditions of domestic agricultural workers in the United States. The Secretary of Labor may refuse to issue a certificate for any Employer who he determines is not giving preference to United States domestic workers either when hiring workers or when reducing his labor force.

"Whenever the Secretary of Labor determines that United States Workers are available to fill jobs for which Mexican Workers have been contracted, the Representative of the Secretary of Labor shall immediately notify the appropriate Mexican Consul and the respective Employers that certification will be withdrawn and the applicable Work Contracts terminated. The Secretary of Labor shall, to the extent practicable, transfer the Mexican Workers concerned to other agricultural employment for which United States workers cannot reasonably be obtained. Such transfers shall be subject to the conditions of Article 27. If such transfers cannot be effected, the respective Employers shall be required to return the Mexican Workers to the Reception Centers from which they were obtained, without cost to the Mexican Workers. Whenever a Work Contract is terminated under the provisions of this Article, the Employer shall be responsible for the three-fourths guarantee provided for in Article 10 of the Work Contract for the period beginning with the day following the Mexican Worker's arrival at the place of employment and ending with the date the Work Contract is terminated but in such event the three-fourths guarantee will prevail for a period of at least six weeks, and the Employer shall pay to the Mexican Worker all other amounts due him under the Work Contract.

*Article 10*

## REQUISITES FOR CONTRACTING

"Only those Employers will be permitted to contract Mexican nationals who :

- "a) Have obtained the required certification from the Secretary of Labor, and
- "b) Have obtained authorization from the United States Department of Justice to bring such Mexican nationals into the United States.

*Article 11*

## EMPLOYMENT GOVERNED BY AGREEMENT AND WORK CONTRACT

"All employment of Mexican Workers legally admitted to the United States for agricultural employment shall be governed by the terms of this Agreement, including the Work Contract which is attached hereto and made a part of the Agreement, and by the Joint Interpretations provided for in Article 37. Neither the Mexican Worker nor the Employer may individually or jointly change the Work Contract without the consent of the two Governments.

*Article 12*

## LIMITATIONS ON EMPLOYMENT

"The Mexican Worker shall be employed exclusively in agriculture as defined in Article 1 of this Agreement and only for an Employer authorized to contract for his services.

*Article 13*

## CONTRACTING AT RECEPTION CENTER

"The Work Contract shall be entered into between the Employer and the Mexican Worker under the supervision of a representative of each of the two Governments and such contracts shall be prepared in Spanish and in English. Such Worker shall be free to accept or decline employment with any Employer and to choose the type of agricultural employment he desires. The Employer shall be free to offer agricultural employment to any such Worker not under contract with another Employer.

*Article 14*

## DURATION OF CONTRACT

"No Work Contract shall be negotiated for a period of less than six weeks, nor more than six months.

*Article 15*

## WAGES

"The Employer shall pay wages to a Mexican Worker in the manner prevailing in the area of employment and at the rate specified in the Work Contract or at a rate not less than the rate prevailing at the time in question for similar work performed in the area by domestic agricultural workers, whichever is the greater.

"In no case shall the Secretary of Labor make a certification on the basis of any job order which specifies a wage rate found by the Secretary of Labor to be insufficient to cover the Mexican Worker's normal living needs. No certification will be issued by the Secretary of Labor under Article 10 of this Agreement on the basis of a job order specifying a wage rate which the Secretary of Labor finds has been adversely affected by the employment of illegal workers in the area.

"The Mexican Consuls and the Representatives of the Secretary of Labor shall exercise vigilance to insure that the wage rate offered to the Mexican Worker is not less than the prevailing wage rate for similar work in the area of employment and that wages are paid to the Mexican Worker in accordance with such rate or in accordance with any increases in such rate which may become effective in the area during the period of employment.

*Article 16*

## GUARANTEE OF WORK

"Except as otherwise provided in this Agreement, or in the Work Contract, the Employer shall guarantee the Mexican Worker the opportunity to work for at least three-fourths of the work days of the total period during which the Work Contract and all extensions thereof are in effect, beginning on the day after such Worker's arrival at the place of employment and ending on the expiration date specified in the Work Contract or its extensions, if any.

*Article 17*

## TRANSPORTATION BETWEEN RECEPTION CENTER AND PLACE OF EMPLOYMENT

"Subject to the provisions of Article 32, the Employer shall at his expense provide the Mexican Worker transportation and subsistence between the Reception Center at

which he contracts such Worker and the place of employment and in addition shall, upon the expiration or termination of any Work Contract for any reason whatsoever, pay to the United States such amounts for transportation and subsistence between the Migratory Station and Reception Center as may be agreed upon between the Employer and the United States. With respect to the transportation of Mexican Workers, the Employer shall comply with the conditions and standards issued jointly by the Governments of the United States and Mexico.

*Article 18*

MAINTENANCE OF RECORDS BY EMPLOYER

"Each Employer shall keep minimum records in regard to the earnings and hours of employment of the Mexican Worker in his employ in such form as may be prescribed by the Secretary of Labor. The Employer shall make such records available at any reasonable time for inspection by the Representative of the Secretary of Labor, or the Representative of the Mexican Consulate when accompanied by the Representative of the Secretary of Labor.

*Article 19*

OCCUPATIONAL INJURIES AND DISEASES

"The Employer shall provide for the Mexican Worker, at no cost to such Worker, the guarantees with respect to medical care and compensation for Personal Injury and Disease provided in Article 3 of the Work Contract.

*Article 20*

NOTIFICATION OF ILLNESS, DEATH OR ABANDONMENT OF WORK

"The Employer shall promptly notify the Representative of the Secretary of Labor and the appropriate Mexican Consul of all cases of death of Mexican Workers, whether from natural causes or accidental, serious illness, serious accident, and all cases of abandonment of their contracts by Mexican Workers.

*Article 21*

REPRESENTATIVES OF MEXICAN WORKER

"The Mexican Workers shall enjoy the right to elect their own representative who shall be recognized as such by the Employer for the purpose of maintaining contact between the Workers and the Employer.

*Article 22*

STRIKE OR LOCKOUTS

"No Mexican Worker shall be used to fill any job which the Secretary of Labor finds is vacant because the occupant is out on strike or locked out in the course of a labor dispute.

"In the event of a strike or lockout on the farm or in the establishment in which Mexican Workers are employed which seriously affects the operations in which they are

engaged, the Secretary of Labor shall make special efforts to transfer such Workers to other agricultural employment and give them preference over all other Mexican Workers. If no transfer can be arranged, the Secretary of Labor shall, without regard to Article 30, withdraw the certification covering them, in which event their respective Work Contracts shall be terminated. The Employer's obligation under Article 10 of the Work Contract shall apply only for the period beginning with the day after the Mexican Worker's arrival at the place of employment and ending with the date the Work Contract is terminated under this Article.

#### Article 23

##### OFFICIAL INSPECTIONS

"The Employer shall permit the representative of the Secretary of Labor, and officials of the United States Department of Justice access to the place of employment of Mexican Workers when necessary for these officials to carry out their responsibilities under this Agreement and under the Immigration laws of the United States.

"The appropriate Mexican Consul, when exercising his rights under the Consular Convention between the United States of America and the United Mexican States formalized by the two Governments on August 12, 1942,<sup>1</sup> shall be given access to the place of employment of the Mexican Worker. It is intended that the visits of Mexican Consuls under this Article be coordinated with the appropriate Representatives of the Secretary of Labor.

"The refusal of any Employer to permit these officials access to the place of employment shall constitute a violation of this Agreement, the Secretary of Labor may revoke the certifications issued under Article 10, and the United States Department of Justice may withdraw the authority under which the Employer was permitted to contract the Mexican Workers. The Mexican Workers shall be transferred to another Employer if such transfer can be arranged. Such transfer shall be subject to the provisions of Article 27 of this Agreement. The violating Employer shall be liable for all of the conditions of the Work Contract including the three-fourths guarantee beginning with the day after the arrival of the Mexican Worker at his place of employment and terminating with the expiration date specified in the Work Contract.

#### Article 24

##### TERMINATION OF WORK CONTRACT PRIOR TO EXPIRATION DATE

"Except as otherwise provided in this Agreement and in the Work Contract, a Work Contract may be terminated prior to its expiration date only after having complied with the provisions of Article 30.

#### Article 25

##### TERMINATION FOR REASONS BEYOND EMPLOYER'S CONTROL

"If before the expiration date herein specified the services of the Mexican Worker are no longer required for reasons beyond the control of the Employer, the Employer shall so notify in writing the appropriate Representative of the Secretary of Labor, the

<sup>1</sup> United Nations, *Treaty Series*, Vol. 125, p. 301.

United States Department of Justice, the Mexican Worker and the appropriate Mexican Consul. The Secretary of Labor shall cause an investigation to be made of the situation and if he finds that the Mexican Worker is no longer needed, the Mexican Consul shall be so notified. If the Mexican Consul objects to the finding, he shall immediately so inform the Secretary of Labor and arrange for a joint investigation and determination to be made in accordance with Article 30 of the Migrant Labor Agreement of 1951. The joint investigation shall be directed solely at determining whether the services of the Mexican Worker are no longer required for reasons beyond the control of the Employer. If this fact is jointly determined by the Mexican Consul and the Representative of the Secretary of Labor, the Secretary of Labor shall endeavor, subject to the provisions of Article 27 of the Migrant Labor Agreement of 1951, to transfer the Mexican Worker to other agricultural employment for which domestic Workers cannot reasonably be obtained. If such transfer cannot be effected, the Secretary of Labor shall, after notification to the Mexican Consul, terminate the Contract and the Mexican Worker shall be returned to the Reception Center at the Employer's expense.

"Whenever the Work Contract is terminated under the provisions of this Article, the Employer shall be responsible for the three-fourths guarantee provided for in Article 10 for the period beginning with the day following the Mexican Worker's arrival at the place of employment and ending with the date the contract is terminated and the Employer shall pay to the Mexican Worker all other amounts due under this Work Contract. The Work Contract will not be terminated prior to its expiration date due to the premature termination of agricultural work unless the Employer can demonstrate to the satisfaction of the Representative of the Secretary of Labor and the Mexican Consul that he could not reasonably have anticipated the events which obviate the need for the Mexican Worker's services.

#### *Article 26*

##### EXTENSION OF CONTRACTS

"The Work Contract may be extended for additional periods with the consent of the Mexican Worker, the Consul of Mexico, and the Secretary of Labor ; but no Work Contract nor any extension thereof shall remain in effect beyond the expiration date of this Agreement ; and no such Worker shall remain in the United States for a period exceeding one year.

#### *Article 27*

##### TRANSFER OF MEXICAN WORKERS

"a) A Mexican Worker may be transferred from the area of employment specified in the certification to another area provided that :

"(1) The Worker expresses his consent ;

"(2) There has been a prior certification of the Secretary of Labor ;

"(3) The Mexican Consul having jurisdiction over the area from which the transfer is contemplated has been given notice of the intention to transfer ; and

"(4) The Mexican Ministry for Foreign Relations does not raise any objection pursuant to Article 8 of this Agreement within ten days after notification as required by paragraph (3) above.

"b) If the transfer of the Worker involves a change of Employer before the expiration of the work period specified in the contract, the following additional requirements shall be met :

"(1) The Worker has been employed for not less than six weeks ;

"(2) The new Employer, who shall be an Employer who would be eligible to contract Workers, shall enter into a Work Contract with the Worker ;

"(3) Before the transfer of the Worker is effected, the transferring Employer shall pay to the Worker all sums due him, in accordance with the terms of the Work Contract and this Agreement ; and

"(4) The Mexican Ministry for Foreign Relations does not raise any objections pursuant to Article 7 of this Agreement within ten days after notification to the appropriate Mexican Consul.

"When a Worker is transferred from one place of employment to another and the transfer does not involve a change of Employer, the three-fourths guarantee specified in Article 10 of the Work Contract will be applied to the total period of employment with the same Employer.

#### *Article 28*

##### VERIFICATION OF PAYMENT OF AMOUNTS DUE MEXICAN WORKER

"The Mexican Consulate and the Representative of the Secretary of Labor will be given a reasonable opportunity to ascertain that the Mexican Worker has been paid all amounts due him under the Work Contract or this Agreement before the Worker is transferred pursuant to the provisions of Article 27 of this Agreement or is returned to the Reception Center upon expiration or termination of the Work Contract.

#### *Article 29*

##### LIMITATION ON SETTLEMENT OF CLAIMS

"No negotiations shall be conducted with any Employer for the settlement of any claim filed by a Mexican Worker against such Employer unless the appropriate Mexican Consul and the Representative of the Secretary of Labor participate in such negotiations and approve the settlement of the claim.

#### *Article 30*

##### ENFORCEMENT PROCEDURE

"Investigations relating to compliance with this Agreement and the Work Contract shall be made in accordance with the following procedure :

"a) Where the Representative of the Secretary of Labor, through inspections, or otherwise, ascertains that a violation of the Work Contract or Agreement has occurred, either on the part of the Employer or the Mexican Worker, he will bring such violation to the attention of that party and request that corrective measures be taken immediately ;

"b) If such party fails or refuses to comply with the request, the Representative of the Secretary of Labor will inform immediately the appropriate Mexican Consul of such alleged violation for the purpose of conducting a joint investigation with respect to it ;

"c) If through such joint investigation, it is determined that a violation exists and that the violating party is an Employer who fails to take the necessary corrective measure in compliance with such joint determination, the Secretary of Labor may, or upon the request of the Mexican Consul shall, revoke the certification. Such revocation shall constitute termination of the Work Contract and the Employer will be required to pay all of his obligations under the Contract. In such cases the three-fourths guarantee provided in Article 10 of the Work Contract shall apply to the full duration of the Contract, beginning with the day after the Mexican Worker's arrival at the place of employment and ending with the expiration date specified in the Contract ;

"d) If the violating party is a Mexican Worker and he refuses to take corrective measures, the Employer may terminate the Work Contract and, without cost to the Mexican Worker, return him to the appropriate Reception Center. Any such Worker shall not be entitled to the three-fourths guarantee for any portion of his contract and shall not be eligible for future contracting or recontracting.

"e) If a complaint from a Mexican Worker is received by the Secretary of Labor either direct or through the appropriate Mexican Consul, the Secretary of Labor shall cause a preliminary investigation, or upon the request of the Mexican Consul, a joint investigation to be made.

"f) If a preliminary investigation indicates no violation, the Secretary of Labor shall advise the appropriate Mexican Consul of his findings.

"(1) The Mexican Consul will then determine whether he desires a joint investigation to be made. If the Mexican Consul desires a joint investigation, he will so notify the Representative of the Secretary of Labor and such joint investigation will be conducted without delay.

"(2) If it is jointly determined by such investigation that a complaint is justified and that the Employer fails or refuses to take the necessary remedial steps, the Secretary of Labor may, or upon the request of the Mexican Consul, shall revoke the certification. Such revocation shall constitute termination of the Work Contract and the Employer will be required to pay all his obligations under it. In such cases, the three-fourths guarantee provided in Article 10 of the Work Contract shall apply to the full duration of the Contract beginning with the day after the arrival of the Mexican Worker at the place of employment and ending with the termination date specified in the Contract.

"g) Where the Secretary of Labor receives a complaint from an Employer that the Mexican Worker's services are unsatisfactory, the procedure specified in paragraph (2) above shall be followed except that the Employer, at his request, shall have the right to a joint investigation of his complaint. If it is jointly determined, in accordance with such procedure, that the Employer's complaint is justified, the Employer, on the basis of such determination, may, within five days, terminate the Work Contract, notify the appropriate Mexican Consul and the Representative of the Secretary of Labor of such termination, and, without cost to the Mexican Worker, return him to the appropriate Reception Center.

"h) Investigations at the regional level shall be completed and determinations by the Mexican Consul and the Regional Representative of the Secretary of Labor shall be made not later than ten days after the receipt of the complaint by the Regional Representative of the Secretary of Labor.

“(1) In any case in which the Regional Representative of the Secretary of Labor and the Mexican Consul cannot reach a joint determination with respect to an alleged violation, the dispute shall be referred without delay by the Regional Representative of the Secretary of Labor and the appropriate Mexican Consul General to the Secretary of Labor and the Representative of the Mexican Government in Washington, respectively, and these latter officials shall review the facts and render a final joint determination thereon.

“(2) If either of the affected parties are dissatisfied with the joint determination made by the Regional Representative and the Mexican Consul, he may request a review of such decision, provided he gives written notice (the Employer to the Secretary of Labor and the Mexican Worker to the appropriate Mexican Consul) of his objections within five days after receipt of the decision. If such review is requested, the dispute shall be referred, without delay, to Washington for a final joint determination in accordance with the procedure mentioned in the preceding paragraphs.

“(i) During the course of any investigation and until the procedure provided for in this Article has been exhausted, the *status quo* will be preserved in so far as practicable, unless the Secretary of Labor's Representative and the appropriate Mexican Consul otherwise agree.

“(j) Any Employer or Mexican worker who has a complaint under this Agreement shall follow the procedure established in this Article.

#### Article 31

##### DEPARTURE THROUGH RECEPTION CENTERS

“Except as may otherwise be required by the laws of the United States, any Mexican Worker leaving the United States under conditions other than those provided for in this Agreement or the Work Contract shall be returned to Mexico by the Department of Justice through a Reception Center.

#### Article 32

##### GUARANTEES BY UNITED STATES GOVERNMENT

“The Government of the United States guarantees the performance by Employers of the provisions of this Agreement and Work Contract relating to the payment of Wages and the furnishing of transportation. The Employer shall agree that the Secretary of Labor's determinations as to the Employer's indebtedness for Wages and transportation costs shall be final and binding upon him. The Government of the United States shall, with respect to any such amounts found to be due from a defaulting Employer, pay to the Mexican Worker the amounts determined to be due him within twenty days after the final determination has been made as to the Employer's indebtedness, or as promptly as possible thereafter.

#### Article 33

##### APPLICABILITY OF CONSULAR CONVENTIONS

“Article IX of the Consular Convention between the United States of America and the United Mexican States formalized by the two Governments on August 12, 1942, shall apply to Mexican Workers with respect to all rights established therein.



*Article 34*

## EXEMPTION FROM MILITARY SERVICE

"Mexican Workers who enter the United States of America under the terms of this Agreement shall not be required to register for military service in that country and they shall not be accepted for military service. Form I-100, issued to each Mexican Worker by the United States Department of Justice, shall constitute the proper identification to the local Selective Service Boards for exemption of such Mexican Workers from registration and from military service.

*Article 35*

## PROTECTION OF RIGHTS UNDER UNITED STATES LAW

"The Government of the United States of America agrees to exercise special vigilance and its moral influence with state and local authorities, to the end that Mexican Workers may enjoy impartially and expeditiously the rights which the laws of the United States grant to them.

*Article 36*

## EXCLUSION OF INTERMEDIARIES

"In no case shall private employment or labor contracting agencies operating for profit be permitted to participate in the contracting of Mexican Workers.

*Article 37*

## JOINT INTERPRETATIONS

"The two Governments will issue joint interpretations of the Agreement and the Work Contract whenever they deem it necessary and such interpretations shall be binding on the Representatives of both Governments, the Mexican Worker and the Employer.

*Article 38*

## GOVERNMENT ACTION TO SUPPRESS ILLEGAL ENTRY

"Both Governments acknowledge that the illegal traffic or the illegal entry of Mexican nationals is an element which impedes the effective functioning of this Agreement. Accordingly, they agree to enforce to the fullest extent the provision of their respective applicable laws and to take all possible additional measures for the elimination of such illegal traffic and entry across the International Boundary.

*Article 39*

## TRANSITIONAL PROVISIONS

"This Agreement shall govern all Work Contracts entered into or performed in whole or in part after the effective date of this Agreement except :

"a) Work Contracts entered into prior to the effective date of this Agreement without provisions for reopening, and

"b) Work Contracts entered into prior to the effective date of this Agreement which contain a provision authorizing their renegotiation unless they are renegotiated in accordance with their terms.

#### Article 40

##### DURATION OF AGREEMENT

"The present Agreement shall enter into force by an exchange of notes between the two Governments and shall continue in effect for a period of six months thereafter.

"Done in duplicate, in the English and Spanish languages at Mexico, D. F., Mexico, this 11 day of August, 1951."

##### STANDARD WORK CONTRACT

###### "INCORPORATION BY REFERENCE

"1.—This Work Contract is subject to the provisions of the Migrant Labor Agreement of 1951 and the provisions of that Agreement are specifically incorporated herein by reference.

###### "LODGING

"2.—The Employer agrees to furnish the Mexican Worker, without cost to such Worker, hygienic lodgings adequate to the climatic conditions of the area of employment and not inferior to those of the average type which are generally furnished to domestic agricultural workers in such area. Such lodgings shall include blankets when necessary, and beds and mattresses or cots. Mexican Workers may not be assigned to any lodging quarters in such numbers as will result in overcrowding of the premises. Adequate sanitary facilities to accommodate them shall also be furnished by the Employer.

"Where it is jointly determined under the provisions of Article 30 of the Migrant Labor Agreement of 1951 that the Employer has failed to furnish adequate lodgings as required by the provisions of this Article and the Secretary of Labor revokes the certification issued pursuant to Article 7 of such Agreement, the Employer shall be required to pay all his obligations under this Contract. In such cases the three-fourths guarantee provided in Article 10 of this Contract shall apply to the full duration of the Contract beginning with the day after arrival at the place of employment and ending with the termination date specified therein.

###### "OCCUPATIONAL RISKS

"3.—The Employer shall provide for the Mexican Worker, at no cost to such Worker, the same guarantees with respect to medical care and compensation for Personal Injury and Disease as defined in Article 1 of the Migrant Labor Agreement of 1951 as may be provided in like cases for domestic agricultural workers under the applicable state law for the state in which such Worker is employed when such Personal Injury or Disease is contracted.

"In the absence of applicable state law, the Employer shall either obtain an insurance policy with a company satisfactory to the Mexican Government or furnish to the Mexican Government an indemnity bond to secure the payment of benefits, including medical,

surgical and other necessary care and treatment provided for in this Article. If the Employer can establish sufficient financial responsibility for the payment of benefits to the satisfaction of the Mexican Government, he may assume such obligations himself as self insurer and without such bond. Any bond furnished under the provisions of this Article shall be obtained from a surety company recognized by the United States Treasury as authorized to secure Government obligations. Benefits for the Mexican Worker shall, under such insuring arrangements, be no less favorable than the following schedule :

Death . . . . .	\$ 1,000
Permanent and total disability . . . . .	1,000
Loss of	
Both hands . . . . .	1,000
Both feet . . . . .	1,000
Sight of both eyes . . . . .	1,000
One hand and one foot . . . . .	1,000
One hand and sight of one eye . . . . .	1,000
One foot and sight of one eye . . . . .	1,000
One hand or one foot . . . . .	500
Sight of one eye . . . . .	500
Total loss of a digit . . . . .	50
Partial loss of a digit . . . . .	25

"Cases not covered by the above schedule shall be resolved between the Mexican Worker, with the advice of the appropriate Mexican Consul, and the Employer in a spirit of equity and justice or by judicial decision.

"The Employer further agrees to pay for all expenses for hospital, medicines, medical and surgical attention, and other similar services necessitated by Personal Injury or Disease.

"In cases not covered by applicable state law, the Mexican Worker who sustains Personal Injury or Disease shall notify the Employer thereof personally or through a representative, orally or in writing, within thirty days after the Personal Injury or Disease has manifested itself or before the Worker's return to Mexico, whichever is the sooner.

"Failure to give such notice shall relieve the Employer of liability for non-statutory benefits herein provided. Such notice shall not be required in cases in which the Employer has knowledge of the occurrence of such Injury or Disease.

"It shall be the responsibility and duty of the Employer to notify his Mexican Workers of the time limitation within which such notice must be given to the Employer as herein provided, or as provided for by applicable state law. Failure of the Employer to so notify the Mexican Worker either before or after occurrence of such Personal Injury or Disease shall constitute a waiver of any notice requirement under this Contract and the Employer agrees not to raise objection to lack of timely notice of Personal Injury or Disease required under any applicable State Law.

#### "PAYMENT OF WAGES

"4.—The Employer shall pay the Mexican Worker not less than the prevailing Wage Rate paid at the time the work is performed for similar work to domestic agricul-

tural workers, and in the manner paid, within the area of employment or the Wages specified on the last page of this Contract, whichever is the greater.

"Where higher wages are paid for specialized tasks such as the operation of vehicles or machinery, the Mexican Worker shall be paid such Wages while assigned to such tasks.

"A Mexican Worker who does not work on Sunday will receive no Wages for that day, it being understood that, in determining the wage scale, the payment of the Seventh Day, established by Federal Law in Mexico, has already been included, as is customary in the United States. If such a Worker nevertheless performs work on Sunday, he shall be paid for such Sunday work at not less than the prevailing wage rate paid for similar work performed on Sunday in the area of employment.

"Where the prevailing practice is to pay workers on a piece-rate basis, the Mexican Worker shall be paid for the first forty-eight hours of employment in each type of work not less than the initial hourly rate specified in the Contract, or the piece-work Wage Rate, whichever is the greater. After completion of the first forty-eight hour period of employment in work requiring reasonably similar skills, the Mexican Worker shall thereafter be paid on a straight piece-rate basis.

"Whenever the Mexican Worker is assigned to work in which the skill requirements are not reasonably similar to any previous work which he has performed for forty-eight hours or more, the 48-hour guarantee shall apply to the new work to which he has been assigned.

"The minimum hourly Wage Rate for the first forty-eight hours of employment provided for in this Article shall not apply either to extensions of the Work Contract or to a new Work Contract negotiated in connection with a transfer between Employers except where the work in which the skill requirements are not reasonably similar to any previous work which the Mexican Worker has performed for forty-eight hours or more.

"The pay period for the Mexican Worker shall be established at intervals no less frequent than those established for the Employer's domestic workers ; provided that in no event shall the Worker be paid less frequently than bi-weekly.

#### "TOOLS AND EQUIPMENT

"5.—The Employer shall furnish the Mexican Worker, without cost to such Worker, all the tools, supplies or equipment required to perform the duties assigned to him under this Contract.

#### "DEDUCTIONS

"6.—No deductions shall be made from the Mexican Worker's wages except as provided in this Article. The Employer may make the following deductions only :

"a) Those provided by law ;

"b) Advances against Wages ;

"c) Payment for articles of consumption produced by the Employer which may have been purchased voluntarily by the Mexican Worker ;

"d) The value of meals supplied by the Employer, provided that the charge to the Mexican Worker shall be at cost to the Employer but in no event shall costs exceed \$1.75 per day for three meals ;

"e) Overpayment of Wages ;

"f) Any loss to the Employer due to the Mexican Worker's refusal or negligent failure to return any property furnished to him by the Employer or due to such Worker's willful damage or destruction of such property ; provided that in no case shall such loss exceed the reasonable value of such property at the time furnished to such Worker less normal wear and tear and, in the case of damaged property, its reasonable value at the time furnished less normal wear and tear and less its reasonable value when returned to the Employer ;

"g) For insurance premiums when authorized by the Mexican Government under an insurance plan covering non-occupational injuries and disease when such plan has been approved by that Government.

"The deductions under b), c), e), and f) in each pay period shall not exceed ten per cent of the total amount of Wages earned in that pay period ; provided, that the Employer may deduct not in excess of fifty per cent of the Mexican Worker's Wages for any pay period for advances to the Mexican Worker upon the Mexican Worker's arrival at the place of employment for food and necessary clothing ; provided further, that at the termination of the Work Contract, or if the Mexican Worker abandons his Contract, the Employer may deduct from such Worker's final Wage payment any debts which may be due the Employer under subparagraphs b), c), d), e) and f) of this Article at the time the Contract is abandoned or terminated.

#### "TRANSPORTATION

"7.—Transportation of the Mexican Worker from the Reception Center at which he was contracted to the place of employment and return to the Reception Center, as well as food, lodging and other necessary expenses en route, including up to thirty-five kilograms of personal articles, but not including furniture, shall be paid by the Employer.

"All transportation between the Reception Center and the place of employment shall be by common carrier or other adequate transportation facilities provided that such other transportation facilities, when used to transport Mexican Workers, shall have sufficient and adequate fixed seats for the transportation of passengers and adequate protection against inclement weather, meet the same safety requirements that are applicable to common carriers, and are covered by adequate insurance to protect such Workers from injuries resulting from accidents en route. When Mexican Workers are transported by rail, the Employer shall not be required to provide first-class railroad accommodations.

"The failure of any Employer to comply with the requirements of this Article and the Joint Interpretations thereof in the furnishing of transportation to the Mexican Worker shall constitute a violation of the Work Contract.

#### "WATER AND FUEL

"8.—The Employer shall furnish potable water to the Mexican Worker without cost to him in sufficient amount to satisfy his needs and at a reasonable distance from the place at which he is performing his work and from the place of lodging assigned to him by the Employer. When fuel for heating is necessary, the Employer shall furnish sufficient fuel ready for use for the adequate heating of the Mexican Worker's quarters, without cost to such Worker.

#### "LENGTH OF AGREEMENT

"9.—The duration of this Work Contract shall be for the period of time indicated herein, and only in case the Mexican Worker may not have completed the specific job

assigned to him may he be retained, with his consent, for a period of not more than two weeks after its expiration date without being recontracted. The work period under this Work Contract shall begin on the day following the Mexican Worker's arrival at the place of employment in the United States.

"The Employer shall, after the expiration of the Work Contract, return the Mexican Worker to the Reception Center from which he was obtained as promptly as possible, but in no event later than fifteen days after the expiration date. While waiting for return transportation, the Mexican Worker shall be furnished subsistence at the expense of the Employer. The Employer agrees to give the appropriate Mexican Consul and the Representative of the Secretary of Labor ten days advance notice of the completion of any Work Contract.

#### "EMPLOYMENT GUARANTEE

"10.—Except as otherwise provided in this Work Contract or in the Migrant Labor Agreement of 1951, the Employer guarantees the Mexican Worker the opportunity for employment for at least three-fourths of the work days of the total period during which the Work Contract and all extensions thereof are in effect, beginning with the day after the Mexican Worker's arrival at the place of employment and ending on the termination date specified in this Work Contract or its extensions, if any.

"If the Employer affords the Mexican Worker, during such period, less employment than required under this provision, such Worker shall be paid the amount which he would have earned had he, in fact, worked for the guaranteed number of days. For the purpose of computing the guarantee under this Article, eight hours shall be considered a work day, provided that any day that such Worker is absent on furlough authorized in accordance with Article 13 of this Contract shall not be considered a work day within the meaning of this Article. Where wages are paid on a piece-rate basis, the Mexican Worker's average hourly earnings shall be used for the purpose of computing the amount due such Worker under this guarantee period.

"In determining whether the guarantee of employment provided for in this Article has been met, any hours which the Mexican Worker fails to work during the eight-hour day, except Sunday, when he is afforded the opportunity to do so by the Employer and all hours of work performed, shall be counted in calculating the days of employment required to meet the satisfaction of this guarantee.

"For each work day (except Sunday, on which the Mexican Worker is willing and physically able to work and is not provided the opportunity for employment in excess of four hours, he will receive wages for the work actually performed during any such day and in addition subsistence, without cost to him. Subsistence is defined as three meals per day or, where the Mexican Worker has under Article 12 of this Contract elected not to eat at the Employer's restaurant facilities, their equivalent in cash.

#### "RIGHT TO PURCHASE AT PLACE OF CHOICE

"11.—The Mexican Worker shall be free to purchase articles for his personal use, in places of his own choice and shall be given an opportunity, once each week, to go to locations where he can obtain the articles desired.

"Where the location of employment is not within walking distance of the town offering desired articles and public transportation is not available, the Employer will make arrangements for transportation.

**"MEALS**

"12.—The Employer, when he maintains the necessary facilities, shall provide meals to the Mexican Workers on the same basis as he provides such facilities to domestic workers. When the Employer furnishes meals to the Mexican Worker, they shall be furnished at cost, but in no event shall the charge to the Mexican Worker exceed \$1.75 for three meals.

"The Mexican Worker, within one week after his arrival at the place of employment, shall decide whether he wishes to obtain his meals at the restaurant of the Employer, when the Employer maintains that facility, or whether he desires to prepare his own meals. If the Mexican Worker elects to prepare his own meals, the Employer shall not be responsible for furnishing him with utensils and facilities. Where, however, the Employer does not furnish restaurant facilities, he shall furnish, without cost to the Mexican Worker, necessary cooking utensils and facilities, including fuel ready for use for cooking purposes.

**"FURLOUGH PROVISIONS**

"13.—Furloughs for Mexican Workers will be granted in individual cases with the approval of the Employer, the Representative of the Secretary of Labor and the appropriate Mexican Consul. Neither the Employer nor the United States Government shall be required to pay the transportation expenses of Mexican Workers to or from Mexico in connection with furloughs.

**"DISCRIMINATION IN EMPLOYMENT**

"14.—The Employer shall not practice social or economic discrimination in conditions of employment against the Mexican Worker.

**"RESPONSIBILITY OF THE MEXICAN WORKER**

"15.—The Mexican Worker shall not, except as otherwise specified in this Work Contract and in the Migrant Labor Agreement of 1951, accept employment with other than the contracting Employer and shall perform all agricultural work required of him with proper application, care and diligence, during the period of employment specified herein under the direction and supervision of the Employer. The Mexican Worker shall not be required to work on Sunday.

"Whenever it is determined pursuant to Article 30 of the Migrant Labor Agreement of 1951 that the Mexican Worker has not complied with the provisions of this Contract, he shall not be entitled to the three-fourths guarantee provided in Article 10 of this Contract.

**"EXTENSION OF CONTRACT AND TRANSFER OF WORKERS**

"16.—This Work Contract may be extended in accordance with and subject to the provisions of Article 26 of the Migrant Labor Agreement of 1951, and transfer of Mexican Workers between Employers may be effected subject to Article 27 of that Agreement.

**"WORKER REPRESENTATION**

"17.—Mexican Workers employed under this Work Contract shall have the right to elect their own representatives to maintain contact between themselves and the Employers, and the latter must recognize them as such, provided that this Article shall not

prohibit the Mexican Worker from individually contacting his Employer, representatives of the Mexican Consul or Representatives of the Secretary of Labor with respect to his employment under this Contract.

#### “INSPECTIONS BY GOVERNMENT REPRESENTATIVES

“18.—The Employer agrees to give the appropriate Representatives of the Secretary of Labor, and to officials of the Department of Justice, access to the place of employment of Mexican Workers necessary for those officials to carry out their responsibilities under the Migrant Labor Agreement of 1951 and under the Immigration laws of the United States. The appropriate Mexican Consul, when exercising his rights under the Consular Convention between the United States of America and the United Mexican States formalized by the two Governments on August 12, 1942, shall be given access to the place of employment of the Mexican Worker. It is intended that the visits of Mexican Consuls under this Article be coordinated with the appropriate Representative of the Secretary of Labor. The refusal of any Employer to permit those officials access to the place of employment shall constitute a violation of this Work Contract and the Migrant Labor Agreement of 1951.

#### “RECORDS OF EMPLOYMENT

“19.—The Employer agrees to keep minimum records in regard to the earnings and hours of employment of each Mexican Worker and in such form as may be prescribed by the Secretary of Labor. Such records shall include, but shall not be limited to, information concerning the number of hours worked each day, the rate of pay, the amount of work each day when piece-work is performed and the days on which he received subsistence because he was unable to work more than four hours because of inclement weather or because he was not afforded the opportunity to work more than four hours. The Employer shall make such records available at any reasonable time for inspection by the Representative of the Mexican Consul when accompanied by the Representative of the Secretary of Labor, or the Representative of the Secretary of Labor.

#### “DOCUMENTATION COSTS

“20.—The Employer agrees that he will pay all documentation costs necessary for the entry of the Mexican Worker to the United States.

#### “JOINT DETERMINATION

“21.—The Employer and the Mexican Worker mutually agree to be bound by the joint determinations of the Secretary of Labor and the representative of the Mexican Government in Washington pursuant to Article 30 of the Migrant Labor Agreement of 1951.

#### “BENEFICIARIES OF MEXICAN WORKER

“22.—The person or persons designated in this Work Contract by the Mexican Worker as his economic dependents shall be the beneficiaries of any sums to which he, or they, may be entitled under this Work Contract or the Migrant Labor Agreement of 1951. Any sums which may become payable to such beneficiaries shall be paid in accordance with Article IX of the Consular Convention in force between the United States of America and the United Mexican States.



"PROTECTION FROM IMMORAL AND ILLEGAL INFLUENCES

"23.—The Employer agrees to take all reasonable steps to keep professional gamblers, vendors of intoxicating liquors and other persons engaged in immoral and illegal activities away from the Mexican Worker's place of employment.

"To give effect to Article 40 of the Migrant Labor Agreement of 1951, given above, I have the honor to inform Your Excellency of my Government's conformity with the text thereof, trusting that during its brief period of validity, anticipated as six months, it will furnish the basis for assuring prolonged cooperation in this aspect of the cordial relations which exist between our two countries.

"If Your Excellency's Government approves of the above text, I would appreciate your informing me to that effect in order that this note and your reply may be considered as the formalization of the Migrant Labor Agreement of 1951.

"I take this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

"Mexico, D. F., August 11, 1951."

I take pleasure in informing Your Excellency that my Government approves the text of the Migrant Labor Agreement of 1951 and the Standard Work Contract as contained in Your Excellency's note No. 30186 of today's date, given above in translation. In accordance with Your Excellency's proposal, the provisions of Your Excellency's note will enter into effect as of today's date.

William O'DWYER

His Excellency Señor Don Manuel Tello  
Minister for Foreign Relations  
Mexico, D. F.