

The Official Bracero Agreement



Braceros being recruited in El Paso, Texas.

Agreement of August 4, 1942

For the Temporary Migration of Mexican Agricultural Workers to the United States as Revised on April 26, 1943, by an Exchange of Notes Between the American Embassy at Mexico City and the Mexican Ministry for Foreign Affairs

General Provisions

- 1) It is understood that Mexicans contracting to work in the United States shall not be engaged in any military service.
- 2) Mexicans entering the United States as result of this understanding shall not suffer discriminatory acts of any kind in accordance with the Executive Order No. 8802 issued at the White House June 25, 1941.
- 3) Mexicans entering the United States under this understanding shall enjoy the guarantees of transportation, living expenses and repatriation established in Article 29 of the Mexican Federal Labor Law as follows:

Article 29.- All contracts entered into by Mexican workers for lending their services outside their country shall be made in writing, legalized by the municipal authorities of the

locality where entered into and vised by the Consul of the country where their services are being used. Furthermore, such contract shall contain, as a requisite of validity of same, the following stipulations, without which the contract is invalid.

I. Transportation and subsistence expenses for the worker, and his family, if such is the case, and all other expenses which originate from point of origin to border points and compliance of immigration requirements, or for any other similar concept, shall be paid exclusively by the employer or the contractual parties.

II. The worker shall be paid in full the salary agreed upon, from which no deduction shall be made in any amount for any of the concepts mentioned in the above sub-paragraph.

III. The employer or contractor shall issue a bond or constitute a deposit in cash in the Bank of Workers, or in the absence of same, in the Bank of Mexico, to the entire satisfaction of the respective labor authorities, for a sum equal to repatriation costs of the worker and his family, and those originated by transportation to point of origin.

IV. Once the employer established proof of having covered such expenses or the refusal of the worker to return to his country, and that he does not owe the worker any sum covering salary or indemnization to which he might have a right, the labor authorities shall authorize the return of the deposit or the cancellation of the bond issued.

It is specifically understood that the provisions of Section III of Article 29 above-mentioned shall not apply to the Government of the United States notwithstanding the inclusion of this section in the agreement, in view of the obligations assumed by the United States government under Transportation(a) and (c) of this agreement.

4) Mexicans entering the United States under this understanding shall not be employed to displace other workers, or for the purpose of reducing rates of pay previously established.

In order to implement the application of the general Principles mentioned above the following specific clauses are established:

(When the word "employer" is used hereinafter it shall be understood to mean the Farm Security Administration of the Department of Agriculture of the United States of America; the word "sub-employer" shall mean the owner or operator of the farm or farms in the United States on which the Mexican will be employed; the word "worker" hereinafter used shall refer to the Mexican Farm laborer entering the United States under this understanding.)

Contracts

a) Contracts will be made between the employer and the worker under the supervision of the Mexican Government. (Contracts must be written in Spanish.)

b) The employer shall enter into a contract with the sub- employer, with a view to proper observance of the principles embodied in this understanding.

Admission

a. The Mexican health authorities will, at the place whence the worker comes, see that he meets the necessary physical conditions.

Transportation

a. All transportation and living expenses from the place of origin to destination, and return, as well as expenses incurred in the fulfillment of any requirements of a migratory nature shall be met by the Employer.

b. Personal belongings of the workers up to a maximum of 35 kilos per person shall be transported at the expense of the Employer.

c. In accord with the intent of Article 29 of Mexican Federal Labor Law, quoted under General Provisions (3) above, it is expected that the employer will collect all or part of the cost accruing under (a) and (b) of Transportation from the sub- employer.

Wages and Employment

a. (1)Wages to be paid the worker shall be the same as those paid for similar work to other agricultural laborers under the same conditions within the same area, in the respective regions of destination. Piece rates shall be so set as to enable the worker of average ability to earn the prevailing wage. In any case wages for piece work or hourly work will not be less than 30 cents per hour.

b. (2)On the basis of prior authorization from the Mexican Government salaries lower than those established in the previous clause may be paid those emigrants admitted into the United States as members of the family of the worker under contract and who, when they are in the field, are able also to become agricultural laborers but who, by their condition of age or sex, cannot carry out the average amount of ordinary work.

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

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

e. Work of minors under 14 years shall be strictly prohibit, and they shall have the same schooling opportunities as those enjoyed by children of other agricultural laborers.

f. Workers domiciled in the migratory labor camps or at any other place of employment under this understanding shall be free to obtain articles for their personal consumption, or that of their families, wherever it is most convenient for them.

g. The Mexican workers will be furnished without cost to them with hygienic lodgings, adequate to the physical conditions of the region of a type used by a common laborer of the region and the medical and sanitary services enjoyed also without cost to them will be identical with those furnished to the other agricultural workers in the regions where they may lend their services.

h. Workers admitted under this understanding shall enjoy as regards occupational diseases and accidents the same guarantees enjoyed by other agricultural workers under United States legislation.

i. Groups of workers admitted under this understanding shall elect their own representatives to deal with the Employer, but it is understood that all such representatives shall be working members of the group.

The Mexican Consuls, assisted the Mexican Labor Inspectors, recognized as such by the Employer will take all possible measures of protection in the interest of the Mexican workers in all questions affecting them, within their corresponding jurisdiction, and will have free access to the places of work of the Mexican workers, The Employer will observe that the sub- employer grants all facilities to the Mexican Government for the compliance of all the clauses in this contract.

j. For such time as they are unemployed under a period equal to 75% of the period (exclusive of Sundays) for which the workers have been contracted they shall receive a subsistence allowance at the rate of \$3.00 per day.

Should the cost of living 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 the understanding.

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

l. 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 agencies 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 Wells Fargo Bank and Union Trust Company of San Francisco for the account of the Bank of Mexico, S.A., which will transfer such amounts to the Mexican Agricultural Credit Bank. This last shall assume responsibility for the deposit, for the safekeeping and for the application, or in the absence of these, for the return of such amounts.*

b. The Mexican Government through the Banco de Crédito Agrícola 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 Crédito Agrícola 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 Considerations

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 to the respective Governments the same fundamentals principles which have been applied here to the departure of farm labor.

It is understood that the employers will cooperate 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 understandings.

Either Government shall have the right to renounce this understanding, given 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.

NOTE: The original agreement was formalized the 23th of July of 1942. Months later, the agreement was modified. This is the final version, released on April 26,

1943. The revised clauses are italicized. The original agreement was signed by representatives from both countries. From México, Ernesto Hidalgo, representative of the Foreign Affairs Ministry and Abraham J. Navas, Esq., representative of the Ministry of Labor. From United States: Joseph F. McGurk, Counsel of the American Embassy in México, John Walker, Deputy Administrator of the Farm Security Administration, United States Department of Agriculture (USDA), and David Mecker, Deputy Director of War Farming Operations also from the USDA.

[|Continue|](#) [|Top of Page|](#)[|Previous|](#)

[|Home Page|](#) [|Table of Contents|](#) [|Bracero Page|](#)