STATEMENT OF
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JOINT UNITED STATES-MEXICO TRADE UNION COMMITTEE
ON THE
JAPANESE TEMPORARY WORKERS' PROGRAM
BEFORE THE SPECIAL IMMIGRATION SUBCOMMITTEE
OF THE HOUSE COMMITTEE ON THE JUDICIARY

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My name is Frank L. Noakes. I am Chairman of the United States Section, Joint United States-Mexico Trade Union Committee, and I wish to thank you for the opportunity to appear before your Committee to present our views on the Japanese Temporary Workers' Program. The Joint United States-Mexico Trade Union Committee is an official committee of the Inter-American Regional Organization of Workers (ORIT), which is affiliated with the International Confederation of Free Trade Unions. The Mexican Section is composed of organizations representing approximately 95 percent of organized labor in Mexico. The United States Section represents the American Federation of Labor and Congress of Industrial Organizations, the United Mine Workers of America, and the Railway Brotherhoods affiliated with the Railway Labor Executives Association.

For many years, the United States Section has been gravely concerned over persistent maneuvers by agricultural employers, particularly on farms in the Southwest, to evade the minimum protective labor provisions for both domestic and foreign labor under the Mexican contract labor program. Now, in the Japanese program, they are attempting to carry on exploitation, which better enforcement of the Mexican labor program by the Labor Department had been making more difficult. This is being accomplished through the use of loopholes provided by the McCarran-Walter Immigration Act and the Refugee Relief Act to set up new, inferior programs for the importation of foreign farm workers.

Under these circumstances, the current proposals by these employers for the establishment of new programs for the importation of agricultural labor from the Far East are clearly intended to flood the farm labor market of the United States with foreign workers willing to work for wages and under conditions impossible for U. S. citizens to accept.

Fundamentally, we believe that a large part of the so-called labor "shortages" in the country's agricultural areas are artificial in that Americans refuse to accept the inferior wages and conditions imposed on domestic farm workers by employer bodies. The offer of a higher wage would certainly fill many, if not all, of these jobs.

It is true that during World War II, when 10 million Americans were under arms, there was at least some justification for the importation of the 100,000 to 200,000 Mexican and British West Indies workers whose service on U. S. farms and railways was a valuable contribution to the winning of the war. Farm operators soon learned, however, that the foreign workers could be hired to work for less wages than previously were paid to domestic farm workers, and that they could otherwise be exploited. Since the end of the war, the number of Mexican workers imported both legally and illegally has constantly increased to an estimated average of nearly 500,000 a year. Even so, farm employers are chafing under the inadequate protective labor provisions which govern their employment of these Mexican contract workers and are now pressing for the completion of arrangements to import additional workers from Japan and other areas, under even more inferior contract terms. Already, the employment of foreign labor on corporation-type farms has considerably reduced the ratio of wages paid farm workers to those of factory labor. For example, this ratio was 48 percent in 1945 but only 32 percent in 1955. In addition, hundreds of thousands of Mexican workers who entered the United States both as contract workers and as illegal "wetbacks" are now finding their way into trades and industries in which United States workers are now organized, and the readiness of many to accept lower wages and working conditions poses a real threat to our nation's standard of living. (It is interesting to note, in this connection, that despite the greater vigilance of the Border Patrol and consequently a decline in the number of illegal entrants, the number of apprehensions alone in 1956 totaled 72,442.)

Repeated investigations have brought to light the deplorable conditions which exist for both domestic and foreign agricultural workers in factory-farm employment. If the average citizen were fully aware of these conditions, and the manner in which our own and legal and "wetback" foreign workers have been forced to exist, he could only hang his head in shame.

One of the factors which is the most serious and most disturbing aspect of the whole situation is the crisis which family farms are now approaching. Over 100,000 family farms are going out of business. They have always been considered to be the backbone of the agricultural economy of the United States and the failure of our Government to have a policy of assistance to this group, the exploitation of domestic farm labor by the lack of protection, and the Government's promotion of foreign contract labor have accelerated their decline. Is it any wonder that the family

farmer is having hard going when he must sell the farm products produced by his labor and that of his sons in the same market as the products produced by 500,000 underpaid foreign workers? The law of competition is such that this means his return for his labor is reduced to the same low level.

The United States Section of the Joint United States-Mexico Trade Union Committee has been, of course, primarily concerned during the last ten years with the fundamental problem of the influx of Mexican workers in this country. Because of our insistence, the Government adopted minimum protective provisions for Mexican workers employed under the contract labor program. Evidence, however, has been plentifully submitted which indicates that even these minimal provisions have been widely violated by agricultural employers. Conditions are still intolerable, but it must be remembered that however bad these conditions may be for Mexican contract workers, the situation which would prevail for the Japanese temporary worker would be far worse. Workers coming in under these new programs will have none of the legal protections accorded the Mexican contract workers and moreover the protection of the United States farm workers against being misplaced from their jobs and having their wages forced down, which were spelled out by Congress when it enacted the Mexican Contract Labor Program, is eliminated.

Furthermore, there is absolutely no shortage of Mexican workers, and hence, no possible economic justification for the uneconomic importation of Japanese workers. The availability of Mexican workers has been often reiterated in recent months by Mr. Rocco Siciliano, Assistant Secretary of Labor, and other Labor Department spokesmen. It is interesting to note that former Under Secretary of Labor Arthur Larson on August 21, 1956, wrote, "It should be understood that the employers who use the Japanese workers ... have heretofore used Mexican labor, because of the shortage of domestic labor to perform the types of activities involved. They are now merely substituting Japanese workers for Mexicans."

What the American people are being asked to accept when Japanese workers and other contract workers--not subject to treaty or protective legislation--are admitted to the United States can be deduced from some comparisons between the prevailing situation affecting Mexican importation and an analysis of the agreement affecting Japanese importation.

Certain measures, in fact, do guard the Mexican worker. His terms of employment, for example, are regulated by an international agreement between the United States

and Mexico. While, it has, as we have said, numerous limitations, it at least provides a vehicle for responsible action in both nations.

The Japanese worker, on the other hand, is a prisoner of two agreements: (1) the General Agreement between the Japanese Council for Supplementary Agricultural Workers and a given growers' association, and (2) the Japanese Agricultural Worker Agreement between the worker and the employer unit. The Japanese Council for Supplementary Agricultural Workers, a party to this general agreement, is actually the Government of Japan because it is subsidized and supervised by the Japanese Government; and in fact, it functions under the jurisdiction of the Ministry of Foreign Affairs and the Ministry of Agriculture and Forestry of the Government of Japan.

What is the Japanese Agricultural Worker Agreement? In our opinion, it is a shocking document of labor exploitation, for while it pretends to represent contract conditions between the employer body and the worker, these conditions may be altered at any time by the Government of Japan and the employer unit. The worker has no right to participate in the amendments.

It is indeed surprising that the Government of Japan would join in such a pact with corporation growers. This is no agreement to help a Japanese worker to whom we are bound as American workers by a common cause and a common humanity. Formally speaking, we are allied with free trade unionists in the International Confederation of Free Trade Unions. We cannot, therefore, sit idly by while Japanese workers, imported under such a scheme, would be victims of exploitation and would return to Japan with a picture of American life that no U.S.I.A. program could dispel.

Under this agreement, the Japanese worker would remain an "indentured servant" until he serves out the cost of his trip, for he must pay for his own subsistence and round trip cost between Japan and the United States. The Japanese worker must work for a six-month period, subject to renewal every six months up to three years. Six months' earnings would never provide him with the wherewithal to cover these costs. Moreover, the agreement requires the worker to pay interest on the money advanced for transportation. This is a new wrinkle and a further example of exploitation. Under the B.W.I. program, where employers similarly advance money for transportation costs, no interest is charged and the B.W.I. contract further protects the worker against peonage by making his obligation to repay it dependent upon his being given a minimum opportunity for work. On the other hand, under the terms of the Mexican Contract Agreement, the employer must, at his expense, provide the Mexican

worker round trip transportation and subsistence expenses between the reception center in Mexico and the place of employment in the United States.

If a Japanese worker must return to his homeland for "compassionate reasons," he is obliged to use air transportation to and from Japan. If he makes use of such a leave, he must not be away from his job assignment for more than two weeks, and therefore, it is incumbent upon him to use air transportation, thus adding another $878 to the period of compulsory labor. There is, of course, an exception stated within the agreement which modifies the time limit if agreed to by the employer association. But, gentlemen, I need not tell you that the history of relationship with farm employers' associations in the Southwest, particularly, would give that stipulation little practical force. Moreover, it is the employer association which interprets the meaning of "compassionate" leave.

The determination of the Japanese worker's wage scale rests with the Government of Japan and the farm employers' association. The Japanese Agricultural Workers' Agreement provides that the Japanese be paid not less than "prevailing rates" paid domestics. The data on rates is to be determined by the Secretary of Labor. However, Point Two of the General Agreement stipulates that where there is a question as to prevailing rates in an area, the determination shall be made only by the Government of Japan and the farm employers' association. Moreover, the "prevailing rate" provision of the Agricultural Workers' Agreement may be removed at any moment by action of the sole amending powers: the Government of Japan and the farm employers' association.

The Japanese workers have no right to representation, no right to select their own spokesmen in dealings with the employers. Article 21 of the United States-Mexican Agreement not only provides that Mexican workers have the right to select representatives, but that such representatives shall be formally recognized by the employers. The Japanese workers have absolutely no right to select representatives. Essentially, this means the Japanese worker will be reduced to that degradation which has been the plight of American workers--men, women, and children--on corporate farms during the past quarter of a century. The theoretical right of worker organization tends to check employers in their behavior toward the Mexicans; the impossibility of organization leaves the Japanese prostrate before a ruthless employer bloc.

Japanese workers may be used as strikebreakers against American workers. Contract Article 22 of the United States-Mexican Agreement provides that no Mexican

worker shall be used to fill any job which the Secretary of Labor finds is vacant because the occupant is on strike or locked out in the course of a labor dispute. Further, Article 22 provides that if a strike or lockout develops where Mexican workers are employed, the Secretary of Labor shall make "special efforts" to transfer them to other employment, and failing in that effort, shall terminate their work contract and withdraw them from employment. The contract of the B.W.I. program has a similar provision. There is no strike-lockout protection of any kind for American workers in the Japanese importation scheme.

The history of agricultural labor relations in the Southwest indicates that large growers would immediately turn the Japanese workers against American farm workers if a strike or lockout occurred. Indeed, history further suggests the growers would recruit Japanese or other foreign workers for the sole purpose of strikebreaking if employer profits called for such action.

The worker grievance procedures in the General Agreement stipulate that the grievance committee shall consist only of a representative of the Government of Japan and a representative of the farm employers' association. The denial of worker vote in the grievance procedure is a direct contrast to general U.S. employer policies which provide for representation of both employer and worker in the weighing of disputes. The prospects of equitable treatment for the Japanese worker in the agreement are indeed black; on the one hand, he faces a grim employer adversary; on the other, the agent of a government which has signed him into coercive employment.

The Japanese workers must contribute five percent of their wages to a welfare fund over which they have absolutely no control—no voice, no vote. Both the General Agreement and the Japanese Agriculture Worker Agreement fail to enumerate any benefits the employee may obtain from the welfare fund, other than the possible payment of transportation back to Japan if a penniless worker is compelled to return to his homeland before expiration of the contract agreements. There is no provision guarding against these funds being used entirely to pay administrative costs incurred by the Government of Japan or the farm employers' association.

The Japanese worker must contribute 50 percent of all earnings above $20, after deductions, in each pay period to a fund which becomes the property of the Government of Japan in the event he dies in America or fails to return to his homeland. The Japanese Agricultural Worker Agreement stipulates that moneys deducted under the "50 percent provision" shall be given back to the worker only "on his return to Japan

after completing of his assignment in the United States." Further, the deduction rate may be increased at any time by action of the Government of Japan and the farm employers. The workers' agreement provides the deduction shall be "at least" 50 percent of pay period money above $20, after regular deductions. Thus, we can see added a kind of legalized blackmail to the other woes of the imported Japanese worker enumerated in the agreement.

It is for these reasons that our Committee vigorously opposes any expansion in a Japanese Temporary Workers' Program in this country. In fact, we urge abolition of the present trial program as unwise and unnecessary. The agreement under which Japanese workers would come to the United States is a throw-back to a previous area in labor-management relations which would be better forgotten. The protest which the first group of Japanese workers brought in under the program found it necessary to make against the conditions they found has already proved this fact. It is a model of exploitation. Moreover, the existing Mexican, Puerto Rican and British West Indies programs obviate the need for any Japanese workers. Both of the latter programs provide workers with a cultural background and language common to this country.

American labor does not believe that it is wise or necessary at the present time to go outside of this hemisphere to obtain what foreign labor may actually be needed to meet bona fide shortages. We point out that the workers of Latin America share a background of culture that is common to our country and theirs, and this means that they are better able to understand and cope with the real problems that undoubtedly will confront them in unprotected agricultural employment in this country. (Spanish, too, is widely spoken in the states where most Mexicans are used.) One of the great advantages of workers from the British West Indies is that they speak a common language, and this in itself affords them an even greater advantage in resisting exploitation.

I must emphasize that the recognition of this fact in no way implies that the Japanese or other workers from the Far East are any way inferior to our brothers in countries of this hemisphere. We recognize, and greatly admire, the true culture which they possess, which is much older and in many respects more developed than our own. It is not out of disrespect, but rather, because of our deep respect and admiration for their culture that we are so strongly opposed to allowing persons with this background to be turned loose upon the mercies of the American farm employer, who in his collective treatment of the more than a million migrant agricultural workers who

are American citizens has proved himself to be the most exploiting and economically immoral user of labor in our country today. It is only necessary to point out that our United States farm workers are excluded from virtually all protective social legislation, including even such basic human protections as safety laws and workmen's compensation, to underscore the fact that the whole direction of the effort of the powerful U.S. farm lobby has been toward denying farm labor, not only economic protections accorded workers in other industries under our labor laws, but also social rights which our society feels are a moral obligation for all other citizens.

It is the employers who seek to bring farm workers from Japan, a country with a highly developed social pattern in which the intensive family-type of farming is a noble and respected calling, and to subject them to the totally unregulated law of the jungle which prevails in the employer-worker relations of U.S. agriculture today, who have no respect for the people of Japan. We are happy to note that, when a similar program was proposed for Filipino farm workers, the organized labor movement of the Philippines was as outspoken as the United States labor movement in opposing it, and on identical grounds.

It is ironic that those who seek to foster this program, which by subjecting Japanese farm workers to an exploitation that can only leave them victimized and bitter, have tried to advance it on the grounds that it will contribute to better international understanding!

Our unions have been hosts to many Japanese labor union visitors over the years. We hope that many more Japanese workers will come to this country under such programs. But we would do our Japanese brothers only a grave disservice if we did not now speak out strongly against an attempt to use such programs as a front for exploitation.

We do not believe that the purposes of international brotherhood and good will can be served by permitting a group of foreign workers to be thrown upon the mercy of a group of employers who, over the years, have in too many instances shown themselves to be without mercy, not only for foreign workers, but for their own fellow citizens and neighbors. Until American agriculture throws off the feudal pattern which still characterizes its labor relations, the U.S. labor movement will continue to oppose all programs for the importation of foreign labor which do not provide minimum protections for the workers from abroad who come to this country.

We are able to support the Mexican Contract Labor Program today, and have given qualified support to the B.W.I. program, because both of these programs do offer

some protection, even if still inadequate, to the foreign workers. Our objections to the B.W.I. program, which in its contract compliance aspects is superior to the Mexican program, are that it is a unilateral program between a quasi-official group of foreign governments and farm employers, and because it cannot provide any of the protections in the Mexican program, insufficient through they are, for our U.S. citizen farm workers against displacement or undercutting of wages.

We believe that, instead of helping farm employers continue to exploit U.S. and foreign agricultural workers, through fostering evasions of the Mexican contract program by loopholes in the McCarran-Walter Immigration Act and other laws, the Congress of the United States has an obligation to develop a unified foreign agricultural labor law, which would extend the same terms and conditions to the workers of all countries, and offer such workers the minimum protections to which they are entitled, if not as farm workers, at least as human beings and as guests in our country performing a useful service.

Any such law would, by its nature, require that the importation be done solely under bilateral agreements negotiated between the United States and other governments, as is now the case with the Mexican program. Only a program which provides a means of protecting the interests of the workers of both countries, by common agreement of their governments, can satisfactorily meet the requirements of enlightened international relations and protect the reputation of the United States throughout the world.

The Japanese labor program is unwise, economically unsound, morally untenable. I respectfully urge the members of this Committee to reexamine this situation in the light of the dangers I have enumerated.