THE PLIGHT OF THE BRITISH WEST INDIAN AND BAHAMIAN MIGRANTS

A Study Prepared for the Workers Defense League

Vera Rony, National Secretary

We wish to thank Mr. Serafino Romualdi, Secretary of the U. S. Section of the Joint U. S. Mexico Trade Union Committee, for this opportunity to further clarify and document the problems raised by the British West Indian labor import program. In the course of our study, we shall attempt to meet the objections recently raised by Mr. Milton Plumb to our earlier report on this subject entitled "The British West Indian and Bahamian Worker--The Low Man on the Migrant Labor Totem Pole," circulated in February of this year.

Since the up-hill task of improving the living standards of all farm workers requires the best energies of all of us, the effort involved in this exchange of views is justified only if we can shed light rather than heat upon the problems of the BWI labor import program and work toward agreement on a course of action in regard to them, as all of us in and close to organized labor have in the past agreed on the right approach to other farm labor problems.

BRITISH WEST INDIAN LABOR IMPORT PROGRAM NOT OFFICIALLY ENDORSED BY AFL-CIO

First, however, we should like to deal with Mr. Plumb's charge that in criticizing the BWI labor import program, the Workers Defense League has "disagreed fundamentally with the basic view of this program which has been held by the AFL-CIO for several years." In Resolution #132 adopted by the second convention of the AFL-CIO, which spells out organized labor's position regarding migrant workers and foreign contract labor, no mention is made of either the BWI or the Bahamian programs.

In a letter to the Workers Defense League commenting on the Plumb statement, H. L. Mitchell, President of the National Agricultural Workers Union, AFL-CIO, says:

> "I do not recollect that the Joint-U. S. Mexico Trade Union Committee gave a blanket endorsement to the BWI program. The only action I recall which may have had a favorable overtone was a correction made in the minutes of a meeting of Labor's Advisory Committee on Farm Labor of the U. S. Department of Labor. I am convinced that this did not give blanket approval to the BWI Program which is, in my opinion, even worse than the Mexican."
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> "ALL FOREIGN MIGRANT PROGRAMS EXIST TO PROVIDE CHEAP, SEMI-SLAVE LABOR FOR GROWERS." -- H. L. Mitchell

The over-all point of view which has guided WDL in its approach to the BWI import program is well stated by H. L. Mitchell in the letter cited above:

> "We in the labor movement have learned that all foreign migrant programs are operated solely for the benefit of the grower--to provide him with cheap workers who are treated only a little better than slaves while working on our farms."

From our consultations with AFL-CIO officials and the long experience of WDL with the problems of farm labor, we believe that Mr. Mitchell's position represents the common approach of labor people and public spirited citizens to foreign labor import programs, and that Mr. Plumb's defense of the BWI program as a "helpful influence upon the working conditions of domestic workers" is something of a departure from the accepted view.

One injunction to the reader: A key method of evaluating any off-shore labor import program is to compare it with other important programs currently in operation. Thus in attempting to prove our contention that the BWI worker is the "low man on the migrant labor totem pole," we shall point out the weakness of the BWI and Bahamian contracts and enforcement procedures compared to the Mexican program, the major one in the field. In doing so, we can only repeat Mr. Mitchell's warning that none of these programs, as presently administered, is a positive element in American agriculture, regardless of which is a little better or a little worse. In comparing these programs, we are describing a spectrum from dark grey to black. None of them is lily white; all of them, are, as H. L. Mitchell says, operated for the benefit of the grower and not the worker, neither the imported one nor the American with whom he competes.

PUERTO RICAN PROGRAM IS AN EXCEPTION TO THIS GENERAL RULE, BOTH LEGALLY AND SUBSTANTIVELY.

An exception to this pattern, legally and substantively, is the Puerto Rican program, which we shall use as our most frequent standard of comparison, since the Puerto Ricans constitute the chief non-mainland competition of BWI workers along the Eastern seaboard (except Florida), where much of the BWI program is concentrated and where we have conducted our investigation. According to U. S. Department of Labor figures, approximately 8,600 BWI's (and 3,000 Bahamians) were in the U. S. during 1958, while almost 13,000 Puerto Ricans were imported under contract that year. (An equal number of Puerto Ricans came to U. S. farms under private arrangements, but since they are not part of a government contract program, we do not include them in our discussion.)

Because Puerto Ricans are citizens of the U. S., and thus free to leave their jobs at will, and because the Puerto Rican Migration Division is acknowledged by all hands as an aggressive, effective champion of its workers, we believe that the above strictures regarding foreign migrant programs are not generally considered applicable to the Puerto Rican program. Thus an important clue to the effect of the BWI program on American farm labor is provided by this dialogue, which occurred at the hearings of the National Advisory Committee on Farm Labor in February, 1959:

GROWERS USE BWI'S TO UNDERCUT PUERTO RICAN STANDARDS--SAYS CLARENCE SENIOR, CHIEF, MIGRATION DIVISION, PUERTO RICAN LABOR DEPARTMENT.

Question from Floor: Have you seen any evidence of a tendency on the part of any employer, for instance on Long Island, to lay off Puerto Ricans and Negroes and take on people from the West Indies?

Dr. Senior: Oh, yes. We are often told, "Well, look, if you insist on pushing your wages up to such and such, we'll get British West Indians, we'll get Bahamians, etc." This business is very, very often true, and "If you're not satisfied with the housing conditions, the BWI's are satisfied with them, so we'll bring them."

Dr. Senior's views have much in common with the conclusions of our first report:

". . . these unprotected migrants (the BWI's and Bahamians) have become our most exploited farm workers and, through no fault of their own, a deadly influence on the hard-won standards of all other farm workers."

INFERIOR CONTRACTS AND POOR ENFORCEMENT MAKE CARIBBEAN MIGRANTS A SUB-STANDARD WORK FORCE.

The chief factors which are, in our opinion, responsible for the plight of the Caribbean (i.e., BWI and Bahamian) migrants are as follows:

I. Caribbean contracts are markedly inferior to the other off-shore import agreements. Since growers are no more philanthropic than industrial employers, any evaluation of a labor import program must begin with the floor established under the worker-- the contract. Unfortunately, this fundamental issue receives no serious attention from Mr. Plumb.

II. The enforcement given this weak contract ranks with the worst in the field, and does nothing to raise wages and working conditions above the floor provided by the contract.

III. Unlike other off-shore recruiting arrangements, the Caribbean program is managed without the participation of the U. S. Department of Labor. Contracts are privately negotiated between the growers and the Caribbean governments, under U. S. Immigration Law. The latter is concerned only with tne entry, duration of stay, and departure of the migrants, and affords them no protection whatever.

Thus the well-being of these migrants is entirely dependent on their contracts and the enforcement service of their governments. They are in, but in no way of, the United States.

Since Mr. Plumb agrees with us about the desirability of changing the situation described in Point III to obtain the participation of the U. S. Department of Labor in the Caribbean programs, we shall concentrate on Points I and II, which include the chief matters at issue between us.

TABLE SHOWS COMPARATIVE WEAKNESS OF CARIBBEAN CONTRACTS IN HOUSING, LARGE AND FORFEITABLE DEDUCTIONS, NO MINIMUM WORK PERIOD PROVIDED, SEVERE PENALTIES FOR BAD BEHAVIOR, AND WORKER FINANCING OF HIS TRANSPORTATION AND OF COST OF ADMINISTERING PROGRAM.

To facilitate comparison of the four major off-shore contracts, Miss Patricia Eames of the WDL Legal Committee has prepared a lucid, condensed table, summarizing their main provisions.

It has been our experience in presenting these four contracts to labor and farm experts that the striking inferiority of the protections provided for Caribbean workers was grasped by the observer, even from the bare bones of the contract. We ask the reader to compare the explicitness of the housing guarantees; the quantity of the deductions from the worker's pay, and the extent to which they may be forfeited; the financing of the enforcement office; the payment of the worker's transportation; the minimum hours of work guaranteed, and the severity of the penalties for breaches of discipline.

For evidence of how all these factors combine to make the Caribbeans "cheaper and more tractable labor . . . which is steadily eroding the standards of other farm workers" (as we said in our first report) let us turn to the experience of Caribbean workers in the field, as seen and interpreted by experts.

> "I WAS NATURALLY PUZZLED WHY GROWERS NEEDED FOREIGN (BWI) WORKERS WHEN 9,000 TO 10,000 FARM WORKERS WERE BEING LAID OFF. A SURVEY SUPPLIED SOME ANSWERS: IT WAS FOUND THAT ABOUT 50% OF THESE CAMPS HAD NO HEAT AND ONLY ONE HAD HOT WATER." EXCERPTS FROM STATEMENT OF DANIEL L. GOLDY, ASSISTANT COMMISSIONER OF LABOR AND INDUSTRY, STATE OF NEW JERSEY.

To understand the importance of the living conditions offered to migrants, one need only glance at a few headlines. On July 20, 1959, the Baltimore Sun carried a story about the opposition of Dorchester County (Md.) growers to proposed licensing of migratory camps -- "Economic suicide," they called it. Said one grower: "I would rather give you $1,000 to have this law repealed than 5¢ for a license." The New York Times of January 8, 1959, described the storming of a migratory labor hearing in New Jersey by 400 angry growers, who used boos, catcalls and vehement argument in the attempt to block an improvement in the N. J. Migrant Housing Code. The Newark Star Ledger called this meeting "the rowdiest public hearing in Trenton in years."

So when we talk about migrant housing, we are talking about an expensive subject, dear to the purse of the grower, where improvements are made only an inch at a time and then only after the most determined public and private effort. A man who has won much honor in this struggle is Daniel L. Goldy, presently Assistant Commissioner of Labor and Industry in New Jersey, previously Regional Director of the Bureau of Employment Security of the U. S. Department of Labor for New York, New Jersey and the Virgin Islands, and for six years before that Regional Director of the B. E. S. for Oregon, Washington, Idaho and Alaska. Mr. Goldy, a recognized friend of labor for his achievements in raising the standards of Mexican and domestic migrants on the West Coast, was the object of the boos and catcalls in Trenton, because he insisted that migrant camps be required to install heat and hot water.

TABLE OF COMPARISON OF MAJOR PROVISIONS OF OFF-SHORE MIGRANT CONTRACTS

Prepared by Patricia Eames, Member of the Legal Department, TWUA

Provisions	British West Indian	Bahamian	Puerto Rican	Mexican
I. Cost to respective governments of administering migrant programs-how financed.	Paid for by workers by means of a 5% deduction from their wages.	Paid for by workers by means of deductions from their wages. (Workers elsewhere than in Florida, 3% deduction to government. Workers in Florida, 1% to government, 2% to the employer.)	Paid for by government	Paid for governmer
II. Cost of transportation-how financed	Transportation from home to job and from job to next job paid for by workers by means of deductions from wages: from first $25 wages per week, $7 deduction: deduction of 25% from all wages more than $25.	Transportation from home to job paid by worker; transportation from non-Florida job to Florida job paid by worker. Transportation from Florida job paid for by worker up to $12. All workers' payments by means of deductions from wages.	Form contract provides that transportation from home to job paid for by workers by means of deductions from wages; from first $25: wages per week, $5. deduction; from each additional $5. wages, $2. deduction. By government, employer must pay round trip if worker stays less than 8 weeks. Between 8 and 13 weeks, employer pays one way. After 13 weeks, worker pays round trip.	No transp tion paic by worker All paid by goverr or by emp
III. Workmen's Compensation	Employer must provide same WC as provided for by State law for domestic agricultural workers. If no such coverage by state law, employer required to insure to pay:	Contract requires only that employer "insure" the worker against accidents while at work, and furnish same medical care as is made available to other workers. No provision for specific benefits.	Employer must provide same WC as provided for by state law for industrial workers. (This, of course, includes weekly benefits).	Similar t plus week sistence perhaps c as $1.75 No forcec tions.

(Continued)

TABLE OF COMPARISON OF MAJOR PROVISIONS OF OFF-SHORE MIGRANT CONTRACTS

Prepared by Patricia Eames, Member of the Legal Department, TWUA

(Continued)

Provisions	British West Indian	Bahamian	Puerto Rican	Mexican
III. Workmen's Compensation (Continued)	(a) Minimal benefits for disabilities-maximum is $1,000. (b) Actual medical costs. (c) No weekly subsistence.			
IV. Wages (All contracts provide for payment of prevailing area hourly or piece rates)				
A. Guaranteed minimum wages	Minimum left blank in contract.	In Florida: $15 a week Virginia: $16 Elsewhere: from $16 to $17.50	Minimum left blank in contract.	Sufficien cover nor living ne
B. Guaranteed minimum number of hours of work to be provided	None.	None.	For each 4 weeks: 160 hours	3/4's of work days the total tract pe
V. Unionization	None.	None.	Workers have right to join unions.	Workers h right to bargainin sentative

The following statement is quoted from Mr. Goldy's testimony at the hearings of the National Advisory Committee on Farm Labor. Mr. Goldy informs us that the foreign labor referred to herein is British West Indian:

> "The interesting thing about the (Trenton) hearing and the protest (of the growers) was that one of the major groups of growers in the state had come to the State and Regional Employment Security Offices last September to request their usual certification of foreign workers. When I examined their request I found that it was being made at a time when some 9 to 10 thousand farm workers were being laid off in New Jersey because of a slackening in seasonal labor requirements. I was naturally puzzled as to why a group of growers would need foreign workers when they, as well as other growers, were laying off that many workers. I asked why it was that they could not hire the workers being laid off instead of bringing in foreign workers.
>
> "A survey made jointly by the N. J. Division of Employment Security, the Bureau of Migrant Labor, and the Puerto Rican Migration Division supplied some of the answers. In a sample survey of the farm labor camps of the growers requesting foreign workers, it was found that about 50% of the camps had no heat and only one had hot water for bathing. When I pointed out to the growers that they could not expect to retain domestic workers under these circumstances, they agreed to install hot water facilities as a condition prerequisite to obtaining the needed labor supply in order to avoid crop loss. We reluctantly certified to the need for foreign workers but with the clear understanding that the growers would, as soon as the season was over, install the necessary plumbing so that the hot water issue would not again arise."

This explains why about 700 BWI's were harvesting crops in New Jersey last October, and why no BWI's have been certified for work in New Jersey this year. As the standards are forced up, American workers become available. And what does the BWI government do about low standards? Let us look at Tice Farms.

> TICE BROS. CAMP DISAPPROVED FOR VIOLATIONS REPEATEDLY IN 1958, BUT NO COMPLAINT ON HOUSING RECEIVED FROM BWI OFFICIALS. SUCH COMPLAINTS AND INFORMATION OFTEN RECEIVED FROM PUERTO RICAN OFFICIALS, SAYS CHARLES YERSAK, SUPERVISOR OF THE NEW JERSEY BUREAU OF MIGRANT LABOR. THIS IS THE CAMP DEFENDED BY MR. PLUMB.

Regretfully we must rebut Mr. Plumb's rebuttal of our description of the housing situation at Tice Farms in 1958. We said that our inspection had disclosed the housing there to be substandard, and that Puerto Ricans had deserted the camp as unliveable, while BWI's had remained. Mr. Plumb's defense of conditions at Tice Farms was quite lengthy, but it may be summarized in one quotation:

> "The WDL elsewhere has recently praised the State of New Jersey Labor Department and Miss Rony's report itself praises the Puerto Rico Labor Office . . . (and I share this high regard for both of them) but fairness should have led Miss Rony to point out that this Tice's Farms housing has not only been accepted as adequate by the Puerto Rican program, but that the buildings also had been approved as camps by the Housing Division of the Department of Labor of New Jersey." (Mr. Plumb's underlining omitted.)

Unfortunately, Mr. Plumb does not cite his sources. We quote in full the references to Tice Farms in a letter of July 24, 1959 to the WDL from Mr. Charles Yersak, Supervisor of the New Jersey Bureau of Migrant Labor:

> "Tice Brothers Camp at Chestnut Ridge Road, Allentown, N.J. was not approved by the Inspector on October 31, 1958, because of eight violations. A reinspection was made on February 25, 1959 and the camp was disapproved with nine violations existing, with the notation that Tice Brothers was building a new unit. On the October 31st inspection, when there were 8 violations, there were 15 Jamaicans and 1 Puerto Rican occupying the camp. On the February 25, 1959, inspection when there were 9 violations existing, there were still 4 Jamaicans at the camp. (Underlining ours.)
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> "On April 13, the second inspection of 1959, there were 3 Puerto Ricans at the camp and again the camp was disapproved, with 25 recommendations by the Inspector for correcting conditions. A sign was posted "Disapproved for human occupancy until violations are corrected." Finally on June 12, 1959, all violations had been corrected with the exception of the kitchen, and they were made to repair them and fix it up to be usable."

Mr. Manuel Collazo, a compliance man for the Puerto Rican Migration Division told us that approximately a dozen Puerto Ricans had left Tice Farms during the fall of 1958 because they couldn't stand the living conditions. Mr. Yersak has this to say about the activities of the BWI compliance division in regard to migrant housing in New Jersey:

> "A complaint on housing has never been received by this office from an individual BWI worker or BWI official, yet we have found violations in camps housing BWI's. We have often received complaints and information on violations of our New Jersey Housing Code from Puerto Rican workers, officials, and other migrants." (Underlining ours.)

Mr. Yersak's comments seem sufficient answer to Mr. Plumb's assurances that BWI compliance men visited Tice Farms ten times during the harvest season. Unfortunately, in compliance work as in courting, it's not the time you spend hanging around that counts -- its what you accomplish while you're there. We shall have more to say about BWI enforcement work later on.

Finally, it should be said that WDL's recent investigations of New Jersey migrant housing have served to reinforce the compliance efforts of the New Jersey Migrant Bureau. The fact that Tice is finally building liveable housing for his migrants is the result of sustained criticism and pressure from such organizations as the WDL, the Puerto Rican Migration Division, and the N.J. Migrant Bureau.

> THE CARIBBEAN MIGRANTS ARE THE ONLY ONES REQUIRED TO PAY THEIR OWN TRANSPORTATION TO THE U.S. NO MATTER HOW SHORT A TIME THEY STAY. THEY ARE ALSO THE ONLY MIGRANTS WHO HAVE TO PAY FOR THEIR JOB-TO-JOB TRANSPORTATION.

As the table indicates, the Mexican migrants are the only ones who are never required to pay their transportation. The Puerto Rican worker, however, must also be paid all his travel if the grower needs him for less than 8 weeks, and one way if he is needed

less than 13 weeks. But even for very short hauls, the BWI migrant must pay one way. The following incident from the records of the New York Bureau of Employment Security illustrates the way this transportation differential militates against the employment of American migrants:

In the late summer of 1958, growers engaged in harvesting apples in the Hudson Valley requested BWI and Bahamian workers. When the Regional B.E.S. office insisted that they use domestic and Puerto Rican workers instead of Caribbeans, the growers argued that the Puerto Ricans would cost them more because they would have to pay two-way transportation, whereas in the case of the Caribbean workers, they only have to pay a pro-rated part of the return trip. This, plus the fact that the Caribbeans did not require a guarantee of minimum hours to be worked, made them a much cheaper work force, and thus preferable to American labor. On the basis of these arguments, the B.E.S. certified the Caribbean workers.

We are pleased to learn from Mr. Plumb that the BWI government is currently trying to negotiate an improved transportation clause in the migrant contract, and we wish them an early success. While the government is about it, we hope it will also overhaul the present arrangements whereby BWI workers pay their transportation from job-to-job, which often includes trips from New York to Florida to the Middle West and back. At present the Caribbeans are the only migrants who pay for job-to-job travel-another neat saving to the growers, and another reason for their predilection for Caribbean migrants.

> CARIBBEAN WORKERS ARE ONLY MIGRANTS WHO PAY FOR THE ADMINISTRATION COSTS OF THEIR PROGRAM, AND THEY ARE THE ONLY ONES WITH FORCED SAVING DEDUCTIONS RANGING FROM 15% TO 22%, WHICH MAY BE FORFEITED UP TO $250.

As the table indicates, there are two kinds of deductions from the pay of Caribbean workers: 1) A deduction to pay for the cost of administering these migrant programs, which ranges from 3% for the Bahamians to 5% for the BWI's; and 2) A deduction for forced saving to the worker, held for him by his government and given him at the end of his contract period. For BWI's this forced saving is 15% of wages, but may be increased or decreased at the discretion of the government, while for Bahamians it is approximately 22%. Part or all of the forced savings up to $250 may be forfeited to the employer or taken by the government if the worker leaves as result of what they consider a breach of discipline. Neither of these clauses occur in the other off-shore contracts, and we believe that in their present context they are extremely damaging to the worker.

> "TRUE, THE SAVINGS ALLOTMENT ULTIMATELY BELONGS TO THE BAHAMIAN OR HIS DEPENDENTS BUT, ON DEPOSIT WITH THE BAHAMAS GOVERNMENT, IT IS OF LITTLE USE TO THE BAHAMIAN WHO IS IN THE U.S. WITHOUT A CENT IN HIS POCKET ..." THE PRESIDENT'S COMMISSION ON MIGRATORY LABOR.

In its final report in 1951, the President's Commission on Migratory Labor, a highly distinguished group of private citizens including Maurice Van Hecke, Noble Clark, William Leiserson, Robert E. Lucey, Peter Odegard and Varden Fuller, said:

> "Inasmuch as authorized . . . deductions from the pay of Bahamian and Jamaican workers are considerable, a look at what is guaranteed the worker is of interest. (Underlining ours.)

The Commission then goes on to calculate what the Caribbean worker has left in pocket after all deductions, on the basis of his guaranteed earnings. Since the class of deductions are exactly the same today as they were in 1951, we will make the identical computations, using the slightly higher rates obtaining today. For the BWI migrants, it comes to this for a <u>two week period</u>:

Guaranteed Earnings: (not stipulated in general contract, but ascertained from government sources:)	<u>$28.00</u>
Required Withholding, 20%	$ 5.60
Board and Lodging, 14 days @ $1.75 per day	<u>$24.50</u>
Total Deductions	<u>$30.10</u>

Thus, when the BWI migrant earns only the guaranteed minimum (in New Jersey only $24.80 for 2 weeks), he can find himself with a deficit of $2.10 in his savings account and without a penny in hand, as the President's Commission observes.

May we digress a moment here to point out that although Mr. Plumb makes a great point of the difference between the BWI and Bahamian programs, the President's Commission draws no such distinction, nor do any of the experts cited herein. (AFL-CIO newscaster Ed Morgan did so once on the basis of information received from the BWI Central Labor Office.) The fact is that the contracts are identical, excepting for the following minor differences: Bahamian forced savings are 22% to the BWI's 15%, but the BWI's may be and (as we shall see) sometimes are considerably higher; Bahamian contracts are even more vague about housing requirements than the BWI agreement; and the Bahamian contract fails to list a schedule of Workmen's Compensation benefits, as specified in the BWI contract. It is true that this makes the Bahamian contract a shade worse than the BWI, but it is hard to see how it constitutes Mr. Plumb's "world of difference", enabling him to denounce the Bahamian program and praise the BWI.

While, from the viewpoint of simple justice and humanity, it is bad enough that these deductions and forced savings sometimes leave the Caribbean workers penniless in a strange country, this is not the worst of it. For the deductions system has far-reaching effects on the status of the Caribbean migrant.

IS THE CARIBBEAN MIGRANT A FREE WORKER? THE EXPERTS SAY NO.

The way in which the deductions system operates to restrict the freedom and bargaining power of the Caribbeans is indicated by the President's Commission:

> "The withholdings permitted under the Bahamian and Jamaican agreement contrast sharply with the deductions permitted and specifically denied under Mexican contract . . . <u>The sharp contrast between the Mexican and BWI deduction allowances is that the Mexican contract prohibits the withholding of forced savings out of which the deportation costs of the alien may be recovered if he leaves his contract or otherwise becomes deportable."</u>
> (Underlining ours.)

There's the rub. And this is the conclusion of the President's Commission:

> "Experience shows that BWI's desert from their contracts much less than do Mexicans. This undoubtedly is to be explained in large part by the vulnerability of the BWI workers to financial discipline, as provided for in their agreements."

The same contrast applied to the Puerto Rican program, which also omits withholdings. The Caribbean worker, then, knows that if he commits what the grower and the government agent consider to be a breach of discipline, he is threatened with repatriation at his own expense, and the cost of this will be immediately deducted from his savings. Now, can the worker at least defend himself in this complaint procedure? This is what the President's Commission says, and it's all in the contract today:

> "No procedure for handling complaints is set forth in the Bahamian or Jamaican contracts. Each government maintains agents who supervise their performance. Apparently, communicating his complaint to this agent is the only recourse a worker has under either of these contracts. The rights and responsibilities of the agent are not defined in either case. In the instance of the Jamaicans . . . the agent investigates the complaint and decides for or against the worker. But apparently the employer is to share in any final decision. . ." (The Commission's report then goes on to cite the contract concerning the joint agent-employer decision about what constitutes a breach of discipline.)

No labor official will believe that a worker who can be repatriated at his own expense on the basis of a complaint procedure in which he has no right to defend himself is a free man, capable of fighting for his own interests. Yet Mr. Plumb says: ". . . they (the BWI's) are better equipped to stand up for their rights than any other group of foreign laborers, and they do so." They are certainly well equipped by nature, as we said in our earlier report -- all they need is fair chance, and that is precisely what their contract fails to give them.

The vulnerability produced by the complaint and repatriation clauses is further augmented by the worker's insecurity about his immigration status. Many growers tell the Caribbeans that they can be summarily deported if found away from the farm without their Immigration Permits, which the growers have the right to take from them. This is certainly untrue, but since no one informs the Caribbeans of their rights, the growers' intimidations have the force of truth. All of these factors weld together to make the naturally freedom-loving Caribbeans "the most tractable and docile of migrant workers", as we said in our first report. In the words of Mr. Yersak:

> "ONE OF THE FEATURES OF THE BWI PROGRAM THAT MAKES ME PAUSE, IS THIS IN FACT FREE LABOR, AS IS THE PUERTO RICAN PROGRAM. I AM A FIRM BELIEVER IN THE RIGHT OF THE INDIVIDUAL WORKERS OR A GROUP OF WORKERS TO WITHDRAW HIS OR THEIR SERVICES WHENEVER HE OR THEY FEEL THAT CONTRACT CONDITIONS HAVE BEEN VIOLATED."

In a statement made to the Workers Defense League, Mr. Daniel Goldy says:

> I am very much concerned about one of the principal reasons which growers gave me for preferring BWI's and Bahamians. They agreed that American citizens who are free workers were able to leave to obtain other farm jobs which paid higher wages. They claimed that they had to have BWI's or Bahamians because they could confine them to their farms. This was particularly the argument of growers located in farm areas in close proximity to large metropolitan centers." (underlining ours)

GOVERNOR MEYNER OF NEW JERSEY PROTESTS USE OF BWI's AT LOWER WAGES THAN AMERICAN MIGRANTS WILLING TO ACCEPT.

In the Fall of 1958, the Manager of the Bergen-Rockland County Farm Co-op covering parts of New York and New Jersey needed fruit pickers, and offered jobs to Puerto Rican migrants at 80¢ an hour. These migrants refused the jobs because they knew that they could earn $1.00 to $1.25 as fruit pickers, working on piece rates. The Co-op, which naturally preferred paying the lower rate, insisted on obtaining British West Indians who would work at the 80¢ hourly rate. Since the Co-op's headquarters are in Bergen, it was up to the New Jersey Department of Labor to certify the BWI's. This the Department refused to do, whereupon the Co-op appealed to the U.S. Department of Labor, which over-ruled the decision of the state, and proceeded to certify the BWI's. This so incensed Governor Meyner that he wired Secretary of Labor Mitchell to say that since the British West Indians had been certified over the protest of the state of New Jersey, the facilities of the state Department of Labor would not be available to them.

This incident occurred next door to Ulster County, the general location of the Kingston incident about which Mr. Plumb drastically disagreed with us. But what is true for Rockland County is equally true for Ulster County. Mr. Plumb's condemnation hinged on our claim that in this area the 80¢ an hour earned by BWI pickers undercut the wages of other migrants. He said "state and federal agencies determined that the 'prevailing wage' for agricultural workers in the area was 80¢ an hour during the apple harvest in 1958, and certified to that effect" (no source given).

However the only New York Labor Department wage date available for Fall 1958, (since genuine prevailing wage surveys have been initiated only this year) give the 'prevailing wage' in apple harvesting as ranging from 80¢ an hour to $1.25. Thus, both New Jersey and New York Labor Department records attest to the fact that the BWI's were receiving the lowest going wage in the Fall of '58, while American workers were earning higher sums.

GOVERNMENT STATISTICS FAIL TO SUPPORT MR. PLUMB'S CONTENTION THAT BWI'S EARN MORE NATIONALLY THAN OTHER MIGRANTS.

According to Mr. Plumb, it is important to remember that the earnings of U.S. farm workers have declined in recent years. But. . . "over the last four or five years, the wages paid to BWI workers have climbed steadily." Again, no sources are given for these statements, or for the figures on BWI earnings in specific crops, which follow. Agricultural Information Bulletin #208 published by the U.S. Department of Agriculture presents the following table:

Table 23. Earnings of Migratory Farm Workers Male, for Farm Work Only

	Per Day Worked	Per Year
1949	$5.60	$549
1952	7.35	731
1954	6.65	899
1956	8.50	1,069
1957	7.00	900
1958	No figures published yet.	

Thus, according to the most reliable figures available, the wages of male migratory farm workers in the U.S. have been rising, and not declining, except for 1957 when, according to Bulletin #208, special conditions obtained: "Harvesting of 1957 cotton crop had to be postponed in many parts of the country because of rainy weather, and in some areas was not finished until 1958. Many migratory workers lost much time waiting for the rain to stop, some returned home without obtaining any employment, some farmers switched to mechanized harvesting. In the East, a drought extended from the Carolinas through New York state, reduced vegetable crops considerably, and many seasonal workers in this area returned home earlier than usual."

In sum, according to the U.S. Dept. of Agriculture, the wages of migratory farm workers in the U.S. have been rising steadily, (if at a drastically slower rate than that of industrial workers), with the exception of 1957 when special circumstances caused a drop. Further, Agricultural Information Bulletin #187 computes earnings for migratory male farm workers specializing in migratory work in 1956. The average annual earnings of these migrants, who most resemble the job classification of the BWI's, was $1,403, or more than $300 higher than the 1956 earnings of migratory workers in general, as listed above. Thus, the closer we come to the job classification of the BWI's the higher the earnings of all migrants.

As for Puerto Rican migrants, the P.R. Migration Division informs us that their minimum wage guarantee has risen from 50¢ to 75¢ in the last decade. It is thus highly unlikely that their annual earnings have steadily declined and, while the Migration Division does not compile annual wage records, officials are convinced that the migratory earnings of Puerto Rican workers have been persistently rising.

In conclusion, we can find no support from any reliable statistical source for Mr. Plumb's contention that because the earnings of BWI's have risen, they are ipso facto a premium work force which tends to increase the wages and working conditions of domestic farm workers. On the basis of all the evidence cited herein, we would hazard the far likelier

thesis that BWI earnings are painfully inching up, as are all American Agricultural wages, but the BWI's are bringing up the rear, rather than leading the procession.

CARIBBEAN MIGRANTS ONLY ONES WHO ARE NOT GUARANTEED A MIMINUM NUMBER OF HOURS WORKED, THUS PROVIDING FREE STAND BY LABOR FOR GROWERS.

The minimum hours of paid labor guaranteed to workers is highly significant in agriculture due to the need for stand-by labor, particularly during the harvest season. Crops may ripen days or weeks late, but the grower likes to have pickers on hand while he waits so that harvesting can begin the moment the crop is ready. Naturally, the grower prefers not to pay the workers who are standing by, and equally naturally, the workers believe they should be paid, a viewpoint supported by most industrial unions confronted with similar problems.

The Mexican contract provides that migrants must be paid for three quarters of the work days in the total contract. The Puerto Rican contract guarantees a worker 160 hours of work monthly at the contract minimum, which is 75¢ this year in the 14 states using Puerto Rican labor, except for Massachusetts where it is 70¢, and New Jersey where it is 77¢. Thus the average Puerto Rican migrant earns a minimum of $30.00 per week and $120.00 per month, and since this is figured on an hourly basis, he is entitled to this rate of pay for hours not worked, regardless of how high his hourly or piece rate earnings may have been for the hours he did work.

Neither the BWI or Bahamian contracts contain any provisions for minimum hours of work. The Bahamian contract guarantees the worker a minimum wage of $15 to $17.50 per week, depending on the state worked in, or about half or a little more of the Puerto Rican guarantee. The BWI contract leaves blank the minimum wage guarantee, indicating a flexible arrangement. Our field check indicates that this year the minimum wage guarantee for BWI workers is usually $28.00 every two weeks compared to the general Puerto Rican minimum of $60.00 for the same period. On the basis of this difference alone, British West Indian workers comprise a notably cheaper work force, and a threat to the standards won by other off-shore migrants.

". . . COMPLIANCE IS LEFT IN THE HANDS OF BWI AND BAHAMIAN OFFICIALS WHO ARE INVOLVED IN A CONFLICT OF INTEREST IN THAT THEY ARE ALSO THE ONES WHO ARE PROMOTING THE USE OF THESE FOREIGN WORKERS." -- DANIEL L. GOLDY

We now come to the final and perhaps most damaging weakness of the Caribbean import programs--oddly enough, the aspect most determinedly defended by Mr. Plumb--the activities of the compliance or enforcement division. Mr. Plumb repeats several times, with only minor variations, the following view:

". . . I believe, on the basis of considerable first hand experience in agricultural matters, that this program as now operated, deserves commendation as ranking first for its effective compliance procedures and the sincere effort being made by the BWI governments to protect the interests of their workers."

In his statement to the Workers Defense League, Mr. Daniel Goldy, whose wide experience as a federal and state official in the migrant field has been described above, says:

> "In my testimony at the hearings of the National Advisory Committee on Farm Labor I proposed, as one thing the U. S. Government can do with existing authority to ease the plight of the American farm workers, the following: 'The Government can apply to other foreign workers such as BWI's, Bahamians, Filipinos, Japanese and Basque sheep herders, the kind of protections and standards that the Congress has already prescribed with respect to Mexican nationals.
>
> "I made this recommendation because in the case of the Mexican worker, compliance with required labor standards becomes a responsibility of the U. S. government, particularly the U. S. Department of Labor. In the case of the BWI's and Bahamians, there are no U. S. government officials presently responsible for obtaining compliance with their contract provisions. Instead, compliance is left in the hands of BWI and Bahamian officials who are involved in a conflict of interest in that they are also the ones who are prompting the use of these foreign workers. <u>It is small wonder that the BWI and Bahamian officials are less than aggressive about</u> enforcing standards when their ability to see the use of their foreign workers depends in part on their maintaining cordial relations with the growers.
>
> "On the basis of my personal experience as Regional Director of the Bureau of Employment Service for the Pacific Northwest, I know that it was possible to obtain complete compliance under the Mexican program because we had the full cooperation of the state agencies. This contrasts with the difficulties we encountered in obtaining compliance in the BWI and Bahamian programs in the New York region <u>despite</u> the cooperation of the state agencies, because a foreign government rather than ourselves assumed responsibility for compliance."

Mr. Charles Yersak makes the following comparison between the efficacy of BWI and Puerto Rican compliance work in New Jersey:

> <u>"In answer to your inquiries let me say, that I, as Supervisor of the Bureau of Migrant Labor, have had no official contact with, nor any communication with, any official of the British West Indian program</u>. As a matter of fact, I don't even know if they have a representative or liaison man in New Jersey . . . On the other hand we have had very close cooperation with the Puerto Rican Program . . . Our field men are in close contact with the liaison representatives of the Puerto Rican Department of Labor and there is a continual interchange of information and action on any complaint or other conditions that may arise. Much has been accomplished, and we feel that the Puerto Rican program, while there might be some room for improvement, is one of the finest that I know of in this country."

We should like also to enter into the record such portions as could be saved of a document displayed on the bulletin board of the Glassboro migrant camp in New Jersey. Unfortunately, we do not have the complete document, but what we have is quite eloquent:

"FOR ATTENTION ALL B.W.I. WORKERS:

October 29, 1958

"It has been brought to the attention of the Chief Liaison Officer, Mr. H. F. Edwards, that all B.W.I. workers at the Glassboro Labor Camp are giving some amount of trouble within the past few days. Consequently I have been instructed by Mr. Edwards to give you the following information: (It has been necessary for me to do this in a form of writing as I was not able to see you.)

"Firstly: The condition in which the Barracks are kept is completely out of order, and unless workers are willing to fold their blankets before going to work in the morning, and to cease the habit of leaving empty bottles around the place, drastic steps will be taken.

"Secondly: The workers who are employed on a Dayhaul basis give a considerable amount of trouble in replying when their names are called in the mornings, consequently holding up farmers unnecessarily in the Camp. This must cease immediately.

"It is not the policy of the Glassboro Service Association to hold workers in this Camp for any length of time. The reason that you men are . . .

. . . "and your payrolls will show Refusals, therefore, apart from paying these Doctor bills, you will be getting no compensation. This is the second year in succession that, shall we say, undesirable workers have used these means of escaping work that they do not like. This, of course, does not apply to legitimate cases.

"At the present moment United States Sugar Corporation is in need of workers and we have in our possession approximately 50 Sugar Contracts to fill.

"NEITHER THE CHIEF LIAISON OFFICER NOR MYSELF WISH TO PENALIZE ANY WORKER INTO ACCEPTING A CONTRACT THAT HE DOES NOT LIKE, BUT IF ANY TROUBLE IS GIVEN BETWEEN NOW AND WHEN YOU LEAVE THE GLASSBORO ASSOCIATION WE WILL BE FACED WITH ONE OF TWO ALTERNATIVES, NAMELY, ON YOUR REFUSAL TO WORK DAYHAUL YOU WILL BE GIVEN THE OPPORTUNITY OF SIGNING A SUGAR CONTRACT AND GOING IMMEDIATELY TO FLORIDA, OR IN THE CASE OF REFUSAL OF SAID CONTRACT AND REFUSAL TO WORK, YOU WILL LEAVE THE GLASSBORO SERVICE ASSOCIATION NO ALTERNATIVE BUT TO HAVE YOU REPATRIATED AS A BREACH CASE. (Capitalizing is ours.)

"I am unable to agree with many of you men who claim the food here is not suitable. I have on many occasions eaten in the Camp Kitchen. I will agree that it is cooked by Puerto Ricans and their particular type of cooking . . . . ."

ADDENDA, to agreement between Glassboro Service Association, Incorporated and B.W.I. workers.

"All the terms of original agreement made with the Association are hereby confirmed, with these revisions and additions pertaining to the employment of British West Indians.

e. Revision - Service Fee. The service fee for B.W.I.'s shall be eight per cent (8%) of the gross payroll. Separate pay sheets must be kept for these workers and turned in promptly every two weeks.

f. Revision - Deductions. (1) From each fortnight's gross pay there shall be deducted 20 per cent (20%) and a check sent promptly to the Association's office. Out of this amount 15 per cent is to be deposited by B.W.I. government to credit of worker as savings, and 5 per cent goes to B.W.I. for administration.

(2). An additional deduction of $14.00 shall be made from fortnight's pay and 25 per cent (25%) more on any pay in excess of $50.00, same to be applied to cost of transportation and check for same also sent to Association. These amounts must be shown separately on the pay sheets.

(3). In some cases there may be still further deductions to meet government costs. Employers will be informed of such items.

(4). No deduction is necessary for Social Security for B.W.I.'s. This 2 per cent usually paid by the employer in this case offsets the extra 2 per cent on the service fee.

r. A.W.O.L. - If a worker skips, the employer must immediately notify the Association, which is obligated to pay $75.00 per man to the Department of Immigration for workers going A.W.O.L.

a. Breach of contract. There are roughly three classifications of breaches of contract, namely:

(1) Domestic relations
(2) Misconduct or indiscipline
(3) A.W.O.L.

In any such cases, give prompt notice to Association. A liaison man will be on duty at the office to handle all B.W.I. problems."

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In our opinion, no amount of baggage recovered for workers, or once-in-a-blue-moon 5-figure Workmen's Compensation settlement (the only specific compliance achievements cited by Mr. Plumb) can compensate for the pro-employer bias demonstrated by this document, nor excuse the fantastic deductions added to the already heavy withholdings discussed earlier. We were fortunate to find this direct evidence of a situation which had been made plain to us by our field research and the observations of experts.

CARIBBEAN PROGRAM ONLY ONE WHICH HAS ESTABLISHED NO TIES WITH AMERICAN LABOR

Given all this, we were surprised to read in Mr. Plumb's statement that "The BWI program encourages its workers to join labor organizations when they exist at the place of their employment." Again, Mr. Plumb cites no source, and again, the

contract provides a clue. The Puerto Rican contract specifies that workers cannot be penalized for joining a union, and the Mexican contract gives workers the right to elect representatives of their own choosing for their dealings with employers. The Caribbean contracts are silent upon the entire subject.

These indications are borne out in the field. Mr. H. L. Mitchell has received no communications, inquiries, or expressions of support from the BWI Central Labor office, in sharp contrast to the cordial relationship of the National Agricultural Workers Union with the Puerto Rican Migration Division, and the well-organized cooperation of the Joint U.S.-Mexico Trade Union Committee.

CONCLUSION

We will append a short section to answer the remaining points raised by Mr. Plumb. However, we are willing to rest our case, as first developed in our February report, on the evidence adduced above. We said then and we say now: "It is not surprising then that these unprotected migrants have become our most exploited farm workers and, through no fault of their own, a deadly influence on the hard-won standards of other farm workers."

While sharing the desire of Mr. Plumb and of many friends of the WDL to aid the struggling economy of the British West Indies by encouraging the importation of migrant labor, we feel sure that no one favors such importation under conditions which exploit the BWI's and make more difficult the progress of American agricultural labor. If, as many workers proclaim and we are prepared to believe, the British West Indians are workers of high skill and endurance, desirable as 'premium' workers in terms of productivity, we are certain that honest growers will request BWI's in the event of a genuine labor shortage <u>even if</u> their wages and working and living conditions are elevated to the level attained by the majority of other migrants. We are convinced that neither the government of the British West Indies, nor any official of the AFL-CIO wishes to support the Jamaican economy by means of sweated labor, working at standards shamefully below those established by other groups.

We have earlier suggested to labor leaders close to both Prime Minister Manley and ourselves that it would be helpful to call our findings to the attention of the BWI government, in the hope of achieving an exchange of views on the problems posed by the migrant program as presently administered, and the steps which may be taken toward its improvement. We repeat this suggestion now, and hope that Mr. Plumb will join other friends of the WDL in creating a bridge between the BWI government and the many public-spirited citizens and government and labor officials who are sympathetic both to that government and to the thousands of its nationals who come to work in our fields.

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A Consideration of the Remaining Points in the Plumb Statement

I. Mr. Plumb quotes a very favorable statement regarding the BWI program in the 1957 Report of the Board of Directors of the National Sharecroppers Fund, of which the writer is a member. In a letter of July 14, 1959, to Mr. Serafino Romualdi, Miss Fay Bennett, Executive Secretary of the N.S.F. writes:

". . . you should know that the main source of my information for the Report was Milton Plumb."

II. Having no wish to prove ourselves infallible, we concede one of Mr. Plumb's allegations. He has rightly pointed out that in calculating the number of Caribbean migrants in 1955 we omitted to count the Bahamians, thus distorting our subsequent figure for the rate of increase in Caribbean labor in the U. S. Reviewing these figures, we find that the import rate has not appreciably risen, ranging in that time from roughly ten to twelve thousand. But we must add that this is largely due to the determination of many state Labor Departments to abide strictly by regulations in not allowing labor imports when American labor is available, rather than any diminution of the growers' efforts to obtain this cheaper, more tractable work force.

For example, New York growers are presently begging the New York State Employment Service to certify 800 BWI's, despite evidence that, due to automation, 1,400 experienced Puerto Rican pickers are jobless and in need of work. So far, New York officials have not surrendered to the growers, but the season is still young!