

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF FOREIGN AFFAIRS OF THE UNITED MEXICAN STATES AND THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA**

The Ministry of Foreign Affairs of the United Mexican States and the California Labor and Workforce Development Agency (LWDA), which includes, among other entities, the Agricultural Labor Relations Board (ALRB), the Employment Development Department (EDD), and the Department of Industrial Relations (DIR) and its divisions, the Labor Commissioner's Office, the Division of Occupational Safety and Health (Cal/OSHA)<sup>1</sup>, and the Division of Workers' Compensation (DWC), hereinafter referred to as "the Participants,"

**WHEREAS**, the Participants recognize the need to educate and inform workers about their labor rights in California and strengthen compliance with California laws to protect all workers, including those who are more vulnerable to labor violations;

**WHEREAS**, the Participants aim to enhance collaboration between their two governments regarding education and dissemination of information for Mexican individuals, training personnel, and developing processes to help Mexican individuals working in California access and utilize services to address their work-related needs, support each other in labor investigations, and strengthen the dialogue among the Participants to address important labor issues affecting Mexican individuals in California;

**WHEREAS**, the Participants will focus on improving their collaboration to address issues related to:

- The California Agricultural Labor Relations Act.
- The administration of H-2A and H-2B programs under the Immigration and Nationality Act in California.
- The Migrant and Seasonal Agricultural Worker Protection Act.
- California wage and hour laws, with particular emphasis on the minimum wage, foreign labor contractor program, piece-rate pay, overtime, paid sick leave, and retaliation.
- California occupational health and safety laws, with particular emphasis on injury and illness prevention, heat illness prevention, protections for workers in wildfire regions, and COVID-19 prevention.
- California workers' compensation laws and benefits for Mexican individuals working in California.
- Unemployment Insurance (UI) benefits, with a particular focus on the availability of UI for Mexican individuals in California and the UI application process.

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<sup>1</sup> This Memorandum of Understanding is in addition to Cal/OSHA's Alliance Agreement with the ten Mexican Consulates in California and federal OSHA and does not negate or preempt any of Cal/OSHA's obligations under that agreement.

- Disability insurance and paid family leave benefits, with a particular focus on the availability of these benefits for Mexican individuals in California and the process of applying for such benefits.

Therefore, the Participants have reached the following understanding:

## **SECTION I Objective**

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Participants to enhance collaboration in providing education and disseminating information to Mexican nationals about their labor rights and protections; strengthen the enforcement of California labor laws; and improve the capacity of the Participants to address critical issues, such as labor trafficking and the protection of workers during emergency situations, such as pandemics and wildfires. In doing so, the Participants share the following common objectives:

1. Identify and develop training topics to increase knowledge of California labor laws, benefits, protections, and relevant services available to Mexican individuals.
2. Conduct outreach on California labor laws, benefits, and protections for workers and employers in key industries and geographic regions.
3. Improve communication and collaboration among the Participants to better support each other's activities related to the protection of workers.
4. Foster dialogue among the Participants on critical, urgent, and emerging issues concerning Mexican workers and develop strategies to enhance how the Participants will work together to address these problems.

## **SECTION II Area of Cooperation**

### **TRAINING AND EDUCATION**

The Participants intend to work jointly to achieve the following training and education objectives:

1. Develop and provide education programs for Mexican workers, employers, community organizations, Mexican business owners operating in the State of California, and organizations in Mexico supporting guest workers in California. The training and education programs will cover the rights and protections of workers and employers' obligations under California laws, including but not limited to those

related to wages and hours, health and safety, retaliation, labor relations, and employment benefits.

2. Provide training on California labor laws to the personnel of Mexican consulates or associated community organizations in the State of California; and
3. Develop and provide training programs for LWDA staff and relevant agencies and departments so they can address the needs of Mexican workers, their employers, and Mexican business owners operating in the State of California.

### **OUTREACH AND COMMUNICATION**

The Participants intend to work jointly to achieve the following outreach and communication objectives:

1. Educate those who may not be aware of California labor laws, such as newly entering employees, by providing information about their rights under California laws and developing ways to communicate such information (e.g., through printed and electronic media, electronic assistance tools, and links from Mexican consulate websites to the LWDA website). Specific initiatives will be developed to communicate and disseminate information to workers and employers participating in H-2A and H-2B visa programs and other similar visa extension programs for guest workers in the State of California.
2. Educate workers, employers, and Mexican business owners in the State of California about the labor resources available to them, including but not limited to ALRB, DIR, and EDD local offices;
3. Develop procedures that allow Mexican consulates in the State of California to support LWDA and its boards and departments in locating Mexican individuals in Mexico who can assist in employment-related investigations, prosecutions, and/or compliance matters, subject to provisions of relevant privacy laws;
4. Develop procedures that allow Mexican consulates in the State of California to refer claims and complaints from Mexican workers, employers, and Mexican business owners to LWDA and the corresponding local office, subject to provisions of relevant privacy laws; and
5. Speak, exhibit, or have a presence at conferences, local meetings, and other events of mutual interest to the Participants, in accordance with the priorities of each agency.

### **PROMOTION OF BILATERAL DIALOGUE**

The Participants intend to work jointly to achieve the following objectives related to promoting dialogue on the rights and protections of Mexican workers under relevant California laws:

1. Raise awareness and demonstrate commitment to protecting all workers, regardless of their immigration status;
2. Convene or participate in forums, roundtables, conferences, seminars, or stakeholder meetings on labor rights and working conditions in California to help forge innovative solutions to specific problems faced by workers in the State of California and their rights under California laws, as well as the duties and responsibilities of employers and
3. Provide educational and training conferences directly to workers as well as worker and/or student organizations.

### **SECTION III Coordination**

The Participants designate the Mexican Consulate General in Sacramento and the California Labor and Workforce Development Agency to create an action plan to implement the objectives of this Memorandum of Understanding. The above in order that the consulates that make up the consular network of Mexico in California have a framework within which to execute cooperation actions that will be carried out directly by the consulates.

### **SECTION IV Specific Activities**

The specific activities to achieve the objectives of this Memorandum of Understanding for the identified key sectors and initiatives in Section II may include:

1. Developing specific cross-training programs on the laws enforced by ALRB, the Labor Commissioner's Office, Cal/OSHA, DIR, DWC, and EDD;
2. Establishing points of contact for the local offices and key programs of each Participant's agencies;
3. Meeting quarterly to discuss key issues and develop strategies for specific initiatives of mutual interest among the Participants; and
4. Involving other relevant California entities providing critical services to the public, including but not limited to the California Office of Emergency Services, the California Department of Social Services, and the California Department of Civil Rights.

**SECTION V**  
**No Imposition of Obligations, Rights, or Legal Remedies**

This Memorandum of Understanding is a voluntary initiative. It does not create legally binding rights, obligations, or remedies in any forum. Additionally, the commitments set forth in this Memorandum of Understanding are not conditioned upon reciprocal actions by the Participants. Each Participant retains full discretion over the implementation of its commitments in light of its individual circumstances, laws, and policies, and each Participant is free to terminate its participation in this Memorandum of Understanding.

**SECTION VI**  
**Availability of Personnel and Resources**

This Memorandum of Understanding does not entail the exchange of funds, nor does it impose any obligation to allocate funds on the part of any of the Participants. All costs that may arise from the activities covered, mentioned, or contemplated in this Memorandum of Understanding will be borne by the Participant incurring them, unless expressly agreed otherwise in a future written agreement in accordance with applicable laws. All activities performed under this Memorandum of Understanding are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant to execute this Memorandum of Understanding will work under the orders and authority of that Participant. Such work will not create or modify the existing employment relationship.

**SECTION VII**  
**Compliance with Applicable Laws**

This Memorandum of Understanding will be executed in a manner consistent with all applicable state and federal laws, and activities undertaken in connection with this Memorandum of Understanding will be subject to and conducted in accordance with all applicable laws.

**SECTION VIII**  
**Interpretation and Application**

The Participants will engage in consultations, at any time, to address any aspect related to the interpretation or application of this Memorandum of Understanding.

**SECTION IX**  
**Final Provisions**

This Memorandum of Understanding is effective from the date of its signature for a period of four (4) years, unless the Participants renew or extend it by mutual consent in writing.

This Memorandum of Understanding may be amended at any time by mutual consent of the Participants. Any amendment will be made in writing and specify the date on which it will become effective.

Any of the Participants may terminate its participation in this Memorandum of Understanding at any time by providing written notice to the other Participant. The Participant intending to terminate its participation in this Memorandum of Understanding will endeavor to notify the other Participants at least thirty (30) days in advance.

Unless a Participant expressly states otherwise, any activity initiated during the term of this Memorandum of Understanding will not be affected by the termination of this Memorandum of Understanding. The Participant intending to cancel a previously initiated activity will endeavor to reach an understanding with the other Participant regarding such cancellation."

Signed in Sacramento, California on September 14, 2023 in two original copies in English and Spanish.

**FOR THE MINISTRY OF FOREIGN  
AFFAIRS OF THE UNITED MEXICAN  
STATES**



**Ilse Lilian Ferrer Silva  
Consul General of the Mexican  
Consulate in Sacramento**

**FOR THE CALIFORNIA LABOR AND  
WORKFORCE DEVELOPMENT AGENCY  
OF THE STATE OF CALIFORNIA OF THE  
UNITED STATES OF AMERICA**



**Stewart Knox  
Secretary of the California Labor and  
Workforce Development Agency**