AMICUS BRIEF

CONCERNING THE AMPAROS AGAINST MEXICAN LABOR LAW REFORMS

PRESENTED BY

INTERNATIONAL LAWYERS ASSISTING WORKERS NETWORK (ILAW)

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I. STATEMENT OF INTEREST OF THE AMICI

The **International Lawyers Assisting Workers (ILAW) Network**[1] is a global network of legal practitioners and academics and who represent workers and their representative organizations, including trade unions. The ILAW Network includes over 400 members from over 50 countries, including members in Mexico. The ILAW Network has a strong interest in ensuring that national legal systems comply with fundamental workers' rights, including those protected by Conventions 87 and 98 of the International Labor Organization (ILO) (both of which Mexico has ratified). We argue that the reforms enacted by the government of Mexico (GOM) on May 2, 2019,[2] are generally consistent with these conventions and therefore any and all *amparos* filed against these reforms on the basis of their alleged non-conformity with international law should be denied.

II. INTRODUCTION

Labor law and practice in Mexico have for decades prevented workers from exercising their right to freedom of association and to bargain collectively. The central problem has been the use of the "protection contract," which is a "collective agreement" signed between an employer and an employer-dominated "protection" union without the involvement or even knowledge of the workers the union purports to represent. In some cases, protection contracts have been signed by employer-dominated unions even

[1] See www.ilawnetwork.com. See Annex I for a complete list of the members of the Advisory Board.

[2] *Decreto por el que se reforman, adicionan y derogan diversas disposiciones de la Ley Federal del Trabajo, de la Ley Orgánica del Poder Judicial de la Federación, de la Ley Federal de la Defensoría Pública, de la Ley del Instituto del Fondo Nacional de la Vivienda para los Trabajadores y de la Ley del Seguro Social, en materia de Justicia Laboral, Libertad Sindical y Negociación Colectiva, Diario Oficial de la Federación*, 1 May 2019, online at: https://www.dof.gob.mx/nota_detalle.php?codigo=5559130&fecha=01/05/2019

before the employer hired its first worker.[3] The purpose of the protection contract is to lock in low wages and poor conditions and "protect" the employer from having to negotiate with an independent and democratic union, which would insist on better wages and working conditions. Indeed, most protection contracts give employers broad discretion to fix wages, working hours and other conditions of work. This has meant that millions of Mexican workers have worked extremely long hours (the longest among OECD countries)[4] for very low wages (the lowest average wages among OECD countries)[5], often in hazardous working conditions and with no effective means to vindicate their rights at work.

While the exact number of protection contracts is unknown,[6] Mexican labor officials have estimated that at least 75% of current collective bargaining agreements are protection contracts.[7] Once a protection contract is registered, it becomes nearly impossible for workers to form an authentic union in the workplace and negotiate and sign a legitimate collective bargaining agreement. In the first place, the workers often do not know that a union "represents" them, nor in most cases can they obtain a copy of the collective

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[3] See, e.g., David Welch and Nacha Cattan, "How Mexico's Unions Sell Out Autoworkers," *Bloomberg*, May 5, 2017, online at https://www.bloomberg.com/news/articles/2017-05-05/how-mexico-s-unions-sell-out-autoworkers.

[4] OECD, Data – Hours Worked: https://data.oecd.org/emp/hours-worked.htm

[5] OECD, Data – Average Wages: https://data.oecd.org/earnwage/average-wages.htm#indicator-chart

[6] There are currently 27,500 collective bargaining agreements registered with the Federal Conciliation and Arbitration Board (CAB), and 532,469 with the Local CABs (not including data for Morelos and Querétaro), for a total of 559,969 agreements. See STPS, Reforma Constitucional en Materia de Justicia Laboral, Anexo 14, *Diagnóstico Situación de los Archivos de las Juntas Locales de Conciliación y Arbitraje* online at https://reformalaboral.stps.gob.mx/Documentos/DSAJLCYA.pdf

[7] See, e.g., Verónica Gascón, *Advierten libertad sindical simulada*, El Norte, April 13, 2020, online at https://www.elnorte.com/advierten-libertad-sindical-simulada/ar1921065; *Hasta 85% de los contratos colectivos existentes se firmaron a espaldas de los trabajadores: Alcalde*, El Financiero, Jan. 7, 2020, online at https://www.elfinanciero.com.mx/economia/hasta-85-de-los-contratos-colectivos-existentes-se-firmaron-a-espaldas-de-los-trabajadores-alcalde.

agreement that governs their workplace.[8] If they are able to obtain this information, they can only challenge the existing union by forming or affiliating to an independent union and filing a demand for collective bargaining (*emplazamiento*), to which the employer responds with the defense that it cannot bargain with the independent union because it is already a party to a collective bargaining agreement (with the protection union). The independent union must then file a demand against the employer-dominated union for control of the collective bargaining agreement (*titularidad*), which is resolved by an election (*recuento*) supervised by the Conciliation and Arbitration Board. In practice, when workers attempt to rid themselves of an employer-dominated union through a *recuento* election, the employer, the employer-dominated union and the government have often colluded to intimidate workers through delays, verbal threats and physical violence, and dismissal.[9] In its totality, the protection contract system allows

[8] Prior to the 2019 labor law reform, there was no requirement that workers be given a copy of their collective bargaining agreement. In some cases, workers were aware from their pay receipts that they paid dues, and might be able to able to obtain a copy of the collective bargaining agreement if they were under the jurisdiction of the Federal or Mexico City CABs, which are the only ones that make collective bargaining agreements publicly available online. In other cases, employers did not deduct union dues from workers' paychecks but simply made a direct payment to the protection union (or its leader), making it effectively impossible for workers to identify their "representative." While under the 2019 reform all employers are required to provide their workers with copies of the collective bargaining agreement pursuant to the Protocol for Legitimation of Existing Collective Bargaining Agreements, this will not be fully implemented until November 1, 2023. Only 87 contract legitimation votes had been held by the end of 2019. *See* Maria del Pilar Martínez, *Se ha legitimado sólo el 0.2% de los contratos colectivos*, El Economista, April 27, 2020, online at https://www.eleconomista.com.mx/empresas/Baja-legitimacion-de-contratos-colectivos-a-un-ano-de-la-reforma-STPS-20200427-0054.html.

[9] See, e.g., Heather L. Williams. "Of Labor Tragedy and Legal Farce: The Han Young Factory Struggle in Tijuana, Mexico," *Social Science History*, Vol. 27, No. 4, Special Issue: Labor Internationalism (Winter, 2003), pp. 525-550, http://www.jstor.org/stable/40267825; Alma Proa, 'Revientan' votaciones trabajadores de Arneses, Zócalo, Nov. 29, 2018, online at https://www.zocalo.com.mx/new_site/articulo/interviene-fuerza-coahuila-por-disturbio-en-arneses; Arely Regalado, *Denuncia FSSP agresión en votaciones de mineros en Sombrerete*, NTR Zacatecas, Nov. 27, 2012, online at

employers to pay protection union leaders to suppress the rights of their employees.[10]

This system has persisted with federal and state governments' knowledge and acceptance. At the state and federal levels, tripartite Conciliation and Arbitration Boards (CABs) registered the protection contracts and adjudicated collective labor disputes. In most cases, the employer-dominated unions holding the protection contracts are also the worker "representatives" serving on the CABs. Together, with the employer and government representatives, these unions thwart the efforts of workers to organize independent unions and to bargain collectively. Mexico's CABs have rightly been criticized for inefficiency, political bias and corruption.

The protection contract system has been the subject of regular criticism by the ILO, holding that it constitutes a serious violation of the right to freedom of association protected by ILO Convention 87.[11] It would also violate the right to bargain collectively, under ILO Convention 98, but Mexico did not ratify this

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http://ntrzacatecas.com/2012/11/17/denuncia-fssp-agresion-en-votaciones-de-mineros-en-sombrerete/; Rafael de Santiago y Alma Ríos, *Agreden a integrantes del Sindicato Nacional Minero durante recuento de votos de mina San Martín, en Sombrerete*, La Jornada Zacatecas, Feb. 28, 2018, online at http://ljz.mx/2018/02/28/agreden-a-trabajadores-durante-recuento-de-votos-de-mina-san-martin/.

[10] See Graciela Bensúsan, *Los "contratos de protección" en México*, Nexos, June 1, 1997, online at https://www.nexos.com.mx/?p=8382; José Alfonso Bouzas, coord., Contratación Colectiva de Trabajo en México: Informe a la Organización Regional Interamericana de Trabajadores (ORIT) (2007); Carlos de Buen Unna, Los contratos colectivos de trabajo de protección patronal en México (2011); Inés González Nicolás, coord., Auge y Perspectivas de los Contratos de Protección: ¿Corrupción Sindical o Mal Necesario? (2006); María Xelhuantzi López, La Democracia Pendiente: La libertad de asociación sindical y los contratos de protección en México (2000).

[11] Mexico ratified this convention on April 1, 1950. See ILO, Ratifications for Mexico, online at https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:11200:0::NO::P11200_COUNTRY_ID:102764

fundamental convention until November 23, 2018.[12] The ILO Committee on Freedom of Association (CFA) issued several reports on a complaint brought by IndustriALL Global Union and several Mexican unions (CFA Case No. 2694) that examined the problem of protection contracts in great detail and urged the social partners to identify necessary reforms in law and in practice.[13] The ILO Committee on the Application of Standards reached similar conclusions.[14] The issue of protection contracts as a violation of the principles of freedom of association and collective bargaining was also central to cases filed under the North American Agreement on Labor Cooperation.[15]

In order to afford the legal right to freedom of association and to bargain collectively, then-President Enrique Peña Nieto proposed reforms to the Constitution in 2016. The reforms were meant to accomplish three things. First, they would eliminate the Conciliation and Arbitration Boards and transfer their legal functions to the judicial branch. Prior to the reforms (and until the first conciliation centers and the labor tribunals established under the judicial branch are established and begin operation), the Conciliation and Arbitration Boards dealt with both conciliation and

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[12] Convention 98 entered into force on November 23, 2019. See, ibid.

[13] Other CFA cases concerning protection contracts include Case Nos. 2393, 2478, 2774, 2919, and 3156. See, ILO< Freedom of Association Case (Mexico), online at https://www.ilo.org/dyn/normlex/en/f?p=1000:20060::FIND:NO:::

[14] See, e.g., ILO, Committee on the Application of Standards, Convention 87 – Mexico, 104th ILC Session (2015), online at https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID:3241939 ("the Committee requested the Government to:…identify, in consultation with the social partners, additional legislative reforms to the 2012 Labour Law necessary to comply with Convention No. 87. This should include reforms that would prevent the registration of trade unions that cannot demonstrate the support of the majority of the workers they intend to represent, by means of a democratic election process – so-called protection unions").

[15] See, e.g., Submission 9702 (Han Young) and Submission 9703 (ITAPSA). These cases led to a 2000 Ministerial Agreement between the US and Mexico which in part were meant to help address the problem of protection contracts. Online at https://www.dol.gov/sites/dolgov/files/ILAB/reports/minagreement9702-9703.htm

jurisdiction, in both individual and collective disputes, so that the defects of each of these functions, derived from interests outside the correct jurisdictional function, are transferred to the other.[16] Second, the administrative functions of the CABs, such as union registration, would be dealt with by a new decentralized and autonomous federal entity whose president would be voted on by the Senate.[17] Third, voting to determine the outcomes of disputes between unions over the control of collective bargaining agreements (*titularidad*), the election of union leaders, and the ratification of collective bargaining agreements, would be "personal, free, universal and secret" and for purposes of collective bargaining the union would have to demonstrate that it represents workers at the workplace if it presents a strike notice (*emplazamiento*) to oblige the employer to bargain.[18] The reforms were adopted in the Senate on October 13, 2016, ratified by a majority of the Mexican states by January 12, 2017, and entered into force on February 24, 2017.

Subsequently, the government advanced secondary legislation. However, the early draft amendments failed in many respects to give effect to the constitutional reforms and would have left the legal and administrative framework supporting protection contracts largely in place. During this time, independent trade unions were largely marginalized from debate and drafting of the legislation. Under the initiative of the Lopez Obrador administration, however, the legislation markedly improved and on May 2, 2019, the secondary legislation was enacted to give effect to the 2017 constitutional reforms.[19] Importantly, these reforms help bring the

[16] Constitution of Mexico, Article 123. A. XX.
[17] Decreto por el que se expide La Ley Orgánica del Centro Federal De Conciliación y Registro Laboral, online at https://www.dof.gob.mx/nota_detalle.php?codigo=5583502&fecha=06/01/2020
[18] See Constitution, Article 123. B. XXII Bis; Article 123. A. XVIII.
[19] See Decree reforming adding and deleting various provisions of the Federal Labor Law, the Organic Law of the Judicial Power of the Federation, The Federal Public Defender Law, the Law of the National Housing Fund for Workers, and the Law of

Federal Labor Law into line with ILO Conventions 87 and 98 (which are incorporated into Mexican law through Article 1 of the Constitution).[20] Once they are implemented (over a four year transition period)[21] workers will have tools to establish and register unions *of their own choosing,* to rid themselves of protection unions through a more agile *recuento* process, and to negotiate collective agreements with the employer that are reviewed and ratified by the membership through a personal, free, direct and secret vote, as previously ordered by the Supreme Court of Justice of the Nation.[22] Further, the institutions which helped lock the protection contracts in place, including the Conciliation and Arbitration Boards, will

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Social Security, with respect to Labor Justice, Freedom of Association and Collective Bargaining, May 1, 2019, online at: https://www.dof.gob.mx/nota_detalle.php?codigo=5559130&fecha=01/05/2019

[20] See, e.g., Christina M. Cerna, *Status of Human Rights Treaties In Mexican Domestic Law*, 20:4 Am. Soc. of Int'l L., (2016), online at https://www.asil.org/insights/volume/20/issue/4/status-human-rights-treaties-mexican-domestic-law; Stanley Gacek, *Mexico's Ratification of ILO Convention 98 and the Future of Protection Contracts,* XXII:1, *Mexican L. Rev. 157*, (2019), online at: http://www.scielo.org.mx/scielo.php?script=sci_arttext&pid=S1870-05782019000200157&lng=es&nrm=iso

[21] Major implementation deadlines include: May 2, 2020 - all new CBAs and renegotiated CBAs must be ratified by a majority of the workers. May 2, 2021 "depending on budget possibilities" – The Federal Center for Contract Registration and Conciliation (CFCRL) takes over the registration of contracts from the existing Federal and Local Conciliation and Arbitration Boards (CABs). May 2, 2023 – The CFCRL must review all existing CBAs (whether or not they have been renegotiated) to determine whether workers are aware of and have approved them.

[22] See the jurisprudence of the Second Chamber, "Election to determine the control of a collective labor contract provided in Article 931 of the Federal Labor Law. The Conciliation and Arbitration Boards must order and guarantee that the workers present evidence of a personal, free, direct and secret vote." (2a./J. 150/2008, Novena Época, Semanario Judicial de la Federación y su Gaceta, T. XXVIII, octubre de 2008, p. 451, reg. 168569). Pursuant to the reforms, the Govenment also issued, on July 31, 2019, the Protocol for the Legitimation of Existing Collective Bargaining Agreements, online at https://www.gob.mx/stps/documentos/protocolo-para-la-legitimacion-de-contratos-colectivos-de-trabajo-existentes. The protocol is a means to expose protection contracts. It requires all CBAs in Mexico to be put to a vote over a 4-year period. If the workers covered by them vote in favor, the agreement is "authentic." If it is opposed, the agreement is terminated though provisions superior to the labor code remain in force. In such cases, the existing union or new union can seek to negotiate a better agreement with the employer.

become part of the Judicial Power, that is, an organ independent of the Executive Power.

The corporatist trade unions, including the Confederación de Trabajadores de Mexico (CTM) and the Confederación Revolucionaria de Obreros y Campesinos (CROC), which have benefitted economically and politically from the protection contracts system, have launched a legal assault on the secondary legislation by filing over 400 *amparos* across the country to prevent the legislation from entering into force.[23] Subsequently, the Judicial Council of the Federation issued a circular ordering that all future *amparos* against the labor law reform be heard by the Second District Court for Labor Matters in Mexico City, and all pending appeals must be transferred to the 16th Collegiate Tribunal for Labor Matters of the First Circuit.[24] As of October 31, 2019, the Second District Court for Labor Matters in Mexico City had transferred 116 amparos and admitted another 115. On November 26, the Second District Court issued a ruling dismissing a number of *amparos.*[25] The court found that the challenged provisions of the law had not yet entered into force, and/or the plaintiffs failed to allege that the law had been applied to them in a manner prejudicial to their constitutional rights.[26] In February 2020, it was reported

[23] In four cases (one in San Luis Potosí, one in Baja California Sur, and two in Tamaulipas), courts issued an injunction (supensión definitiva) barring application of the challenged sections of the law for the duration of the proceeding. Provisional injunctions have been issued in two additional cases, one in Baja California Sur and another in Tamaulipas. The Labor Secretariat is appealing the injunctions that have been granted.
[24] Consejo de la Judicatura Federal, Secretaría de Creación de Nuevos Organismos, Circular SECNO/7/2019; María Del Pilar Martínez, *CJF ordena concentrar los amparos contra reforma laboral para agilizar el proceso,* EL ECONOMISTA, Nov. 26, 2019, online at https://www.eleconomista.com.mx/empresas/CJF-ordena-concentrar-los-amparos-contra-reforma-laboral-para-agilizar-el-proceso-20191126-0079.html
[25] See Rubén Mosso, *Batean amparos contra reforma laboral y abren camino al T-MEC*, MILENIO, Nov. 25, 2019, online at: https://www.milenio.com/politica/batean-amparos-reforma-laboral-abren-camino-t-mec.
[26] Juzgado Segundo de Distrito en Materia de Trabajo en la Ciudad de México. Juicio de Amparo Indirecto: 2305/2019. Nov. 26, 2019.

that the 16th Collegiate Tribunal has transferred 108 cases to the Supreme Court.[27]

Regarding the *amparos* filed against the Federal Labor Law, which were ordered to be transferred to the Supreme Court of Justice for an analysis of the constitutionality of Articles 110, 371, 371 Bis, 390 Ter, 399 Ter, and 400 Bis, as well as the 11th, 22nd and 23rd transitional articles, the only case that has arrived is file number 110/2020, corresponding to indirect appeal 1109/2019, which was initially assigned to the office of Justice Yazmin Esquivel Mossa. However, under an agreement published on February 25 of this year, the case was transferred to Justice José Fernando Franco González Salas of the Second Chamber of the Supreme Court of Justice of the Nation, as its subject matter concerns his area of specialization.

The February 25 agreement also indicates that the Sixteenth Collegiate Court on Labor Matters of the First Circuit reported that there are 72 *amparos* concerning these same matters under review; however, the Secretariat of Labor and Social Welfare has only been notified of 66 resolutions of said cases.[28]

All of the nearly identical briefs supporting the requests for *amparos* raise legally baseless challenges to the reforms, arguing that they are unconstitutional because they interfere with trade union autonomy and freedom of association under ILO Conventions 87 and 98. To the contrary, as explained below, the amendments are consistent with those conventions and extend for the first time in the nation's history the opportunity for workers to exercise their freedom of association outside the limits of the

[27] Magali Juárez, *SCJN recibe recursos contra la ley laboral; Tribunal envía 108 recursos de la CTM,* EXCÉLSIOR, Feb. 10, 2020, online at: https://www.excelsior.com.mx/nacional/scjn-recibe-recursos-contra-la-ley-laboral-tribunal-envia-108-asuntos-de-la-ctm/1363177.

[28] See Annex II.

corporatist model which has prevailed for over a century. The arguments put forward by these petitioners lack legal merit and appear instead aimed at delaying the implementation of the reforms for as long as possible to allow the unions benefitting from protection contracts to consolidate and extend their control.

III. ARGUMENTS

Individually and taken together, the 2019 amendments to the Federal Labor Law to promote workers' democratic participation in trade union governance do not violate international conventions related to freedom of association and collective bargaining. Indeed, the articles challenged in the various *amparos* are not only consistent with international norms and the practice of states worldwide, but in many cases promote and strengthen these norms. Below, we rebut the common claims made by those opposing the 2019 amendments by theme.

A. COMPOSITION OF TRADE UNIONS

1. Legislation which permits unions to include members from different industries, crafts, etc. Is consistent with principles of freedom of association

Article 360 of the LFT was amended to add a new paragraph which provides that, in addition to the kinds of unions identified, "The above classification is for illustrative purposes only and shall not prevent workers from organizing in whatever way they choose." This language was added in order to overcome the principle of "*radio de accion,*" under which Mexican labor authorities have prohibited unions from representing workers outside of a specific and narrowly defined scope. For example, prior to the amendment it was held that a trade union representing mining and metalworkers could not attempt to represent workers in the auto

sector.[29] The effect of maintaining narrow classifications is to (impermissibly) limit the collective powers of workers. At the same time, they protect the unions traditionally supported by the employers, but not by their affiliated workers, who are the victims of the protection contracts that these organizations routinely sign, blocking the access of authentic unions which are denied the right to represent the workers because they are exclusive representatives of a specific industry in which a particular category of workers is not included.

The ILO has been clear that, "The free exercise of the right to establish and join unions implies the free determination of the structure and composition of unions."[30] The Committee on Freedom of Association has on multiple occasions criticized legislation which prohibited workers from forming unions across occupational lines. In the case of Guatemala, the CFA concluded that, "the free exercise of the right to establish and join unions implies the free determination of their structure and composition, and emphasizes the fact that in this case it should be possible for a trade union organization in the education sector to group together workers from both public and private schools."[31] In the case of Panama, the CFA criticized legislation that prevented the

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[29] Secretaría Auxiliar de Conflictos Colectivos, Junta Especial Nº 15, Expediente Nº IV·54J2012. Sindicato Nacional de Trabajadores Mineros, Metalúrgicos, Siderúrgicos y Similares de la República Mexicana vs. Arneses y Accesorios de México, S.R.L. de C.V. y Sindicato Nacional de Trabajadores de la Industria Metal-Mecánica, Sidero-Metalúrgica, Automotriz y Proveedoras de Autopartes en General, sus Derivados y Similares de la República Mexicana, "Miguel Trujillo López", 20 de febrero de 2012. See Semanario Judicial de la Federación, 8a. Época; T.C.C.; S.J.F.; XV-II, Febrero de 1995; Pág. 276, CONTRATO COLECTIVO DE TRABAJO. TITULARIDAD DEL. DEBE PROMOVERLO UN SINDICATO DE LA MISMA RAMA INDUSTRIAL DE LA EMPRESA DEMANDADA.

[30] ILO, Compilation of decisions of the Commitee on Freedom of Association, *(6th ed., 2018)*, para. 502, online at https://www.ilo.org/dyn/normlex/en/f?p=1000:70001:::NO

[31] ILO Committee on Freedom of Association, Case No. 3042, Report No 376 (2015), para 551, online at https://www.ilo.org/dyn/normlex/en/f?p=1000:50002:0::NO:50002:P50002_COMPLAINT_TEXT_ID:3254212.

establishment "of an industry union which represents both the workers of an enterprise and self-employed workers."[32] And in Malaysia, the CFA criticized legislation that provided that "no person shall join, or be a member of, or be accepted or retained as a member by, any trade union if he is not employed or engaged in any establishment, trade, occupation or industry in respect of which the trade union is registered."[33] The CFA explained that "under Article 2 of Convention No. 87, workers have the right to establish organizations of their own choosing, including organizations grouping together workers from different workplaces and different cities."[34]

In Mexico, the CFA has addressed this issue directly. In Case No. 2115, "The Directorate-General for the Registration of Associations declined to register the amendments to article 8 of the [union] constitution exclusively inasmuch as they refer to the broadening of the objectives of the union, because it considers inappropriate any amendment that would detract from the original nature of the union in question."[35] The CFA found this action inconsistent with "the principle according to which the free exercise of the right to establish and join trade unions implies the free determination of the structure and composition of unions, that the national legislation should only lay down formal requirements as regards trade union constitutions, and the constitutions and rules

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[32] ILO Committee on Freedom of Association, Case No. 3048, Report No 373 (2014), para 426, https://www.ilo.org/dyn/normlex/en/f?p=1000:50002:0::NO:50002:P50002_COMPLAINT_TEXT_ID:3189058

[33] ILO Committee on Freedom of Association, Case No. 2717, Report 356 (2010), para 844, online at https://www.ilo.org/dyn/normlex/en/f?p=1000:50002:0::NO:50002:P50002_COMPLAINT_TEXT_ID:2911989

[34] Ibid.

[35] ILO Committee on Freedom of Association, Case No. 2115, Report No. 327 (2002), para. 675, online at https://www.ilo.org/dyn/normlex/en/f?p=1000:50002:0::NO:50002:P50002_COMPLAINT_TEXT_ID:2906147

should not be subject to prior approval by the public authorities," and requested that Mexico "take measures to modify the legislation so as to ensure full respect of the abovementioned principle."[36]

Similarly, in Case No. 2207, a union representing workers in the Metals, Plastics, Glass and Allied Industries sought to modify its statutes to include the rubber and latex industry. The labor authorities refused to register the amended statutes. The CFA requested that the statutes be registered, adding: "Nevertheless, the Committee must emphasize that the fact that the constitution results in an extension of the field of activity of the union does not prejudge in any way its representativeness in the sectors covered and thus its right to bargain collectively with the employers or employers' organizations concerned."[37] And in Case No. 2308, the CFA requested that the Government register the statutes of a union in the electrical industry that was denied registration of statutes that expanded the scope of its activities.[38]

There is simply no basis to claim that the freedom to form a union as workers see fit - a right which is explicitly recognized in Article 2 of Convention 87 - violates that convention.

2. Legislation allowing craft units for pilots and flight attendants is consistent with principles of Freedom of Association

[36] Ibid., para. 683
[37] ILO Committee on Freedom of Association, Case No. 2207, Report No. 330 (2003), para. 908, online at https://www.ilo.org/dyn/normlex/en/f?p=1000:50002:0::NO:50002:P50002_COMPLAINT_TEXT_ID:2907168
[38] ILO Committee on Freedom of Association, Case No. 2308, Report No. 335 (2004), para. 1042, online at https://www.ilo.org/dyn/normlex/en/f?p=1000:50002:0::NO:50002:P50002_COMPLAINT_TEXT_ID:2908355.

Art. 245 bis of the Federal Labor Law as amended provides that the existence of a collective bargaining agreement covering all workers in a company shall not prevent the negotiation of another agreement concluded with a pilots' or flight attendants' sectoral trade union, if the majority of workers in the same profession vote in favor of the trade union. This amendment was made in response to prior unsuccessful efforts to obtain the recognition of craft unions, such as a pilots' union, for the purposes of collective bargaining, when such workers were already members of a company-wide union which included all of the workers of a particular airline. Such efforts were meant to try to provide independent representation to occupational groups of workers when the company-based union was represented by a protection union.

It is a common feature of many industrial relations systems around the world that workers are represented at multiple levels and covered by more than one collective agreement. The collective bargaining framework should enable employers, employers' organizations and trade unions to conclude collective agreements at their chosen level of negotiation. Indeed, ILO Recommendation 163 on Collective Bargaining, Article 4 provides:

> (1) Measures adapted to national conditions should be taken, if necessary, so that collective bargaining is possible at any level whatsoever, including that of the establishment, the undertaking, the branch of activity, the industry, or the regional or national levels.
>
> (2) In countries where collective bargaining takes place at several levels, the parties to negotiations should seek to ensure that there is co-ordination among these levels."

The Committee of Experts, in its 2012 General Survey, explained further the meaning of Article 4.

> Under the terms of Paragraph 4(1) of the Collective Bargaining Recommendation, 1981 (No. 163), "[m]easures adapted to national conditions should be taken, if necessary, so that collective bargaining is possible at any level whatsoever, including that of the establishment, the undertaking, the branch of activity, the industry or the regional or national levels". On various occasions, the Committee has recalled the need to ensure that collective bargaining is possible at all levels, both at the national level, and at the enterprise level. It must also be possible for federations and confederations. Accordingly, legislation that unilaterally imposes a level of bargaining or makes it compulsory for bargaining to take place at a specific level raises problems of compatibility with the Convention. In practice, this issue is essentially a matter for the parties, who are in the best position to decide the most appropriate bargaining level including, if they so wish, by adopting a mixed system of framework agreements supplemented by local or enterprise level agreements. The Committee has noted the introduction of the possibility of bargaining at all levels in Argentina.[39]

Thus, it is not inconsistent with Convention 87 to permit bargaining between workers and employers to take place both at the level of the occupation, and at the level of the enterprise, with one union representing the interests of workers in a specific occupation or profession, and a separate union at the enterprise level negotiating on behalf of the workers at the enterprise. In fact, this possibility is expressly contemplated in fractions II and III of Article 388 of the Federal Labor Law, but in a questionable interpretation of this law it has been limited to new collective contracts and the exercise of this right has not been permitted, by means of the adjudication of

[39] ILO Committee of Experts, General Survey – Giving Globalization a Human Face, ILC 101st Session (Geneva 2012), para 222, online at: https://www.ilo.org/wcmsp5/groups/public/@ed_norm/@relconf/documents/meetingdocument/wcms_174846.pdf

the control of the contract, when a collective contract covers all the workers of an enterprise.

3. Allowing unlawfully dismissed workers to form or join a union is consistent with principles of Freedom of Association.

Article 364 of the Federal Labor Law as amended allows workers who are unlawfully dismissed to retain their union membership and participation in union activities. It is unfortunately a common practice in much of the world for employers to dismiss trade union activists and leaders from their employment in retaliation for lawful trade union activity. This often occurs when workers are organizing and attempting to form and register a union, during collective bargaining, or in relation to collective action, such as strikes. If unlawfully dismissed workers were to be excluded from forming or being members of a union, it would give the employer unfettered power to determine who could join a union through its power to dismiss. Indeed, employers in many countries, including Mexico, count on lengthy legal processes to marginalize fired union activists. [40] Even if the dismissal is overturned, the long delay in making that determination undermines the formation of the union or, if already formed, its ability to carry out its activities.

It is generally left to trade unions to determine the eligibility criteria for membership (on a non-discriminatory basis), not the legislature. Unions may of course decide to adopt bylaws that extend membership to dismissed workers, unemployed workers, pensioners and others - and in fact many unions do so. However,

[40] Academic studies demonstrate that a demand for unjust dismissal, which should be resolved within 105 days, in reality takes on average two years and not infrequently six or eight years. See David Kaplan and Joyce Sadka, *Justicia laboral: dos años de proceso si bien le va*, Animal Político, March 1, 2016, online at: https://www.animalpolitico.com/mexico-como-vamos/la-importancia-de-una-reforma-de-justicia-laboral-en-mexico/; Graciela Bensúsan, *El modelo mexicano de regulación laboral* (Plaza y Valdés 2000), p. 268.

legislation should not create a barrier to doing so.[41] Indeed, there is a strong rationale for allowing members who have been dismissed from employment to remain as members, particularly when the dismissal was related to the exercise of their trade union rights. The ILO Committee on Freedom of Association has repeatedly found that dismissed workers should be eligible to remain members of a union. See, e.g.,

> A provision depriving dismissed workers of the right to union membership is incompatible with the principles of freedom of association since it deprives the persons concerned of joining the organization of their choice. Such a provision entails the risk of acts of anti-union discrimination being carried out to the extent that the dismissal of trade union activists would prevent them from continuing their trade union activities within their organization.[42]

> The loss of a person's trade union status as a result of dismissal for strike activities is contrary to the principles of freedom of association.[43]

This issue has arisen repeatedly in the case of South Korea. In CFA Case No. 1865, the CFA urged the government to repeal Sections 2(4)(d) and 23(1) of the TULRAA which prohibit dismissed and unemployed workers from keeping their union membership and making non-union members ineligible to stand for trade union

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[41] See, e.g., ILO, Committee of Experts, Observation (Romania), Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), adopted 2019, published 109th ILC session (2020)(finding, "The Committee had recalled that legislation should not prevent dismissed workers and retirees from joining trade unions, if they so wish, particularly when they have participated in the activity represented by the union."). Online at: https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P11110_COUNTRY_ID,P11110_COUNTRY_NAME,P11110_COMMENT_YEAR:4024096,102824,Romania,2019

[42] ILO, *Compilation of decisions*, para. 410.

[43] Ibid., para. 411

leadership.[44] The CFA has also criticized the deregistration of the Korean Teachers Union and Korean Government Employees Union because the elected leadership of these unions included workers who had been dismissed. The Act on Establishment and Operation of Trade Unions for Teachers (AEOTUT) and the Act on Establishment and Operation of Public Officials Labour Unions (AEOPOLU) contain provisions similar to the TULRAA prohibiting dismissed workers from being union members. The CFA "urged the Government to take the necessary measures to amend the provisions restricting trade union membership and to keep it informed of all steps taken to facilitate the registration of the KGEU and ensure the recertification of the KTU without delay."[45]

B. UNION ELECTIONS

1. Legislation that requires the election of union officers by direct, personal, free and secret vote is consistent with principles of Freedom of Association

Article 371 of the Federal Labor Law prescribes the matters which, at minimum, must be included in the statutes of a trade union.[46] Subsection IX provides that the statutes must include the "procedure for the election of the union leadership and sections of the union, which shall be carried out by direct, personal, free and

[44] ILO, Committee on Freedom of Association, Case 1865, Report No 346 (2007), para 761.
[45] ILO, Committee on Freedom of Association, Case 1865, Report No 382, para 33 (2017). See also, Report of the UN Special Rapporteur on the rights to freedom of peaceful assembly and of association on his mission to the Republic of Korea, A/HRC/32/36/Add.2, June 15, 2016, paras. 58-9, online at https://documents-dds-ny.un.org/doc/UNDOC/GEN/G16/257/86/PDF/G1625786.pdf.
[46] The law required all union statutes to be brought into compliance with its provisions by April 9, 2020. Because of the COVID-19 pandemic, this deadline has been extended indefinitely. Karina Palacios, *Por covid-19, STPS da prórroga a sindicatos para modificar estatus*, MILENIO, April 6, 2020, online at https://www.milenio.com/politica/coronavirus-stps-prorroga-sindicatos-modificar-estatutos.

secret ballot." It further outlines the mandatory elements of a union's election procedure, including notice of the election in a conspicuous location at least 10 days in advance, that the chosen location permits the election to be conducted safely, directly, personally, freely and secretly, that an updated list of the union's members who are eligible to vote be published at least three days before the election, a procedure to ensure the identification of members who have a right to vote, and clear and complete documentation and ballots, among others. These new safeguards are meant to guarantee the free and fair election of union leadership, without the threats and coercion typically exercised by employers or employer-dominated unions. As numerous reports cited herein have explained, workers often were unable to choose their unions or elect their officers; rather, the unions were chosen for them without their knowledge or consent.

When workers attempt to choose their union through a *recuento* election, such elections are often fraught with serious irregularities, including voter suppression tactics such as providing false information about the time and place of the election, holding the election in a hostile environment, and manipulating the results by including ineligible voters who then voted for the incumbent union.[47] As such, Article 371 responds directly to an actual and

[47] The cases of interference and irregularities are numerous. For a recent case concerning a *recuento* election at Honda Motors, see ILO Committee on Freedom of Association, Case No. 2694, Report 382, para 120 ("on 15 October 2015, the Federal Conciliation and Arbitration Board (Junta Federal de Conciliación y Arbitraje) ordered a vote recount in the company, but … this exercise had been plagued by irregularities – the voter list contained irregularities, admittance to the premises was denied to the team of national and international observers, union representatives and workers were threatened, voters were isolated from the rest of the plant and surrounded by security staff;"). See also, Workers Rights Consortium, Violations of International Labor Standards at Arneses y Accesorios de Mexico, S.A. De C.V. (PKC Group) Findings, Recommendations And Status, June 18, 2013, online at https://www.workersrights.org/wp-content/uploads/2016/02/WRC-Findings-and-Recommendations-re-Arneses-y-Accesorios-de-Mexico-06.18.13.pdf; Solidarity Center, Justice for all: The Struggle for Workers Rights in Mexico (2003), online at https://www.solidaritycenter.org/wp-content/uploads/2015/02/SolidarityMexicofinal.pdf

longstanding problem of denying workers their right to elect their representatives in full freedom.[48]

There is absolutely nothing to suggest that including a requirement for direct election of union officers in union statutes to ensure a fair election violates ILO Convention 87.[49] Indeed, as the ILO Committee on Freedom of Association has explained:

> The imposition by legislative means of a direct, secret and universal vote for the election of trade union leaders does not raise any problems regarding the principles of freedom of association.[50]
>
> and
>
> The existence of legislation which is designed to promote democratic principles within trade union organizations is acceptable. Secret and direct voting is certainly a democratic process and cannot be criticized as such.[51]

Further, the labor codes of many other countries require that statutes provide for a secret ballot election for union office. These include, to name just a few, Article 143 of the Fair Work Act of

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[48] See, ILO Convention 87, Article 3 ("Workers' and employers' organisations shall have the right to draw up their constitutions and rules, to elect their representatives in full freedom, to organise their administration and activities and to formulate their programmes.")

[49] As mentioned above, the jurisprudence 2a./J. 150/2008 of the Second Chamber of the Supreme Court of Justice of the Nation de la Segunda Sala de la Suprema Corte de Justicia de la Nación establishes the obligation to conduct union representation elections (*recuentos*) by a personal, free, direct and secret vote of the workers.

[50] ILO, *Compilation of decisions*, para. 599.

[51] Ibid, para. 572.

Australia,[52] Article 5 of the Labor Union Act of Japan,[53] Article 34 of the Labor Relations Act of Kenya,[54] Article 16 of the Trade Union and Labor Relations Adjustment Act of South Korea,[55] and Article 250 of the Labor Code of Philippines.[56] In no case has the ILO Committee of Experts or Committee on Freedom of Association raised concerns with regard to the conformity of these articles with Convention 87.

2. Legislation which permits the review of union election results where there is reasonable doubt concerning the validity of the elections is consistent with principles of Freedom of Association.

[52] Article 143: "Rules to provide for elections for offices:
(e) must provide that, where a ballot is required, it must be a secret ballot, and must make provision for:
(i) in relation to a direct voting system ballot (including a direct voting system ballot that is a stage of an election under a collegiate electoral system)—the day on which the roll of voters for the ballot is to be closed"

[53] Article 5(2): "The constitution of a labour union shall include the provisions listed in any of the following items:
(v) in the case of a local union, that the officers shall be elected by direct secret vote of the union members, and, in the case of a federation or a labour union having national scope, that the officers shall be elected by direct secret vote either of the members of the local unions or of delegates elected by direct secret vote of the members of the local unions"

[54] "Matters for which Provision Must be Made in the Constitution of a Trade Union or Employers' Organisation:
(8) The taking of all decisions in respect of the election of officials, the amendment of the constitution, strikes, lock-outs, dissolution and any other matters affecting members of the trade union or employers' organisation generally, by secret ballot."

[55] 16(4) "Matters concerning the enactment or modification of the bylaws, the election and discharge of union officers shall be decided by members by direct, secret, and unsigned ballot."

[56] Art 250:" The following are the rights and conditions of membership in a labor organization:
(c) The members shall directly elect their officers, including those of the national union or federation, to which they or their union is affiliated, by secret ballot at intervals of five (5) years."

Article 371 bis of the LFT as amended provides for the verification of the results of an election for union leadership under certain limited circumstances. It provides that the union's officers or at least thirty percent of union members may request a review of the results unions may seek the assistance of the Federal Center for Conciliation and Labor Registration or of the Federal Labor Inspection of the Ministry of Labor and Social Welfare to certify that the procedural requirements of Article 371.IX have been met. In addition, where there is reasonable doubt as to the veracity of the documentation submitted, the Center may on its own initiative organize a new election to ascertain the true intent of the workers.

With regard to union elections, the CFA's primary concern is to guard against interference by the authorities.[57] However, the CFA has clearly distinguished between the intervention of the authorities in the conduct of elections, and legislation that permits the authorities to review elections where there are reasonable grounds to suspect irregularities.

> The Committee has observed that, in a number of countries, legal provisions exist whereby an official who is independent of the public authorities – such as a trade union registrar – may take action, subject to an appeal to the courts, if a complaint is made or if there are reasonable grounds for supposing that irregularities have taken place in a trade union election, contrary to the law or the constitution of the organization concerned. The situation, however, is different when the elections can be valid only after being approved by the administrative authorities. The Committee has considered that the requirement of approval by the authorities of the

[57] See, ILO, *Compilation of Decisions*, para 635 (convening union elections), para 638 (interference in the selection of the union president), para 639 (interference in the selection of the executive committee); para 630 (expressing opinions about candidates); para 641 (public officials running for union office); para 645 (officials being present).

results of trade union elections is not compatible with the principle of freedom of election.[58]

Under Article 371 bis, the first two bases for review of a union election require a request by the union itself to certify the procedures in advance or review the election results. It would be difficult to claim state interference in such cases. Only if there is reason to believe that the information submitted by the union is inaccurate can the Federal Center for Conciliation and Labor Registration demand a new election. The post-hoc assurance that an election is in fact carried out in accordance with the legislation and union bylaws is precisely what the CFA contemplated – namely that "there are reasonable grounds for supposing that irregularities have taken place in a trade union election." Moreover, the Center's decision is subject to judicial review, which is also consistent with the CFA's jurisprudence.

C. COLLECTIVE BARGAINING

1. Legislation that requires the ratification of collective bargaining agreements by a majority of the workers is consistent with principles of Freedom of Association

Article 390 ter of the LFT was included in the 2019 amendments to provide that in order to register a first collective bargaining agreement or a revision of that agreement, the Federal Center for Conciliation and Labor Registration will verify that the contents of the agreement were approved by a majority of the workers covered by it through a personal, free, and secret vote. The article then explains the procedure for doing so. Given that – according to the labor authorities - an estimated 75% of all collective agreements are protection contracts that by definition have never been subject to a vote by the workers on whose "behalf"

[58] Ibid., para. 647.

the contract was purportedly negotiated,[59] this requirement is reasonable and poses no violation of relevant conventions.

While many jurisdictions leave to the union's constitution and bylaws the procedures for the adoption of a collective agreement, a number of countries have included in legislation a requirement of a vote of the workers, with majority support for the agreement, for it to be ratified. These include, but are not limited to, Australia (Section 182 of the Fair Work Act); Brazil (Article 612 of Decreto Lei N, 5452, 1 May 1943); Bulgaria (Article 51 of the Labor Code); China (Article 36 of Order 22 of the Ministry of Labor and Social Security Of the People's Republic of China); Latvia (Article 22 of the Labor Law); Philippines (Department Order No 40-03 (2003) amending the Implementing Rules Book V of the Labor Code, Rule XVI, s. 7); and Vietnam (Art 72 of the Labor Code). The requirement for majority support of the collective agreement in these countries has drawn no negative comments from the ILO Committee of Experts.

2. Legislation which provides for the registration and publication of collective agreements, and which involves checks on compliance with the legal minima and questions of form, is consistent with principles of FOA

Art. 399 ter. of the LFT as amended provides that the revision or amendment of a collective labor agreement will enter into force once approved by the Registration Authority, the Court or the Conciliation Centre. This amendment is meant to prohibit the perpetuation of protection contracts, which would normally be

[59] Gerardo Hernández, *Va STPS por los contratos de protección, suman 75% de los contratos colectivos,* Factor Capital Humano, May 2019, online at: https://factorcapitalhumano.com/leyes-y-gobierno/va-stps-por-los-contratos-de-proteccion-suman-75-de-los-contratos-colectivos/2019/05/; *Hasta 85% de los contratos colectivos existentes se firmaron a espaldas de los trabajadores*: *Alcalde*, El Financiero, January 7, 2020, online at: https://www.elfinanciero.com.mx/economia/hasta-85-de-los-contratos-colectivos-existentes-se-firmaron-a-espaldas-de-los-trabajadores-alcalde.

merely extended unchanged as there would have been no negotiation between the employer and the protection contract-holding union. Creating a transparent process which requires government recognition will make it far more difficult for protection contracts to be re-registered.

The ILO rejects a legal requirement that the authorities approve the *contents* of mutually agreed collective agreements between the employer and the union. For example, the Committee of Experts and the CFA have repeatedly criticized the Labor Law of Zimbabwe in that it explicitly grants to the Labor Minister discretion to reject a collective agreement if s/he determines that it is unreasonable or unfair" or "contrary to public interest".[60] However, the ILO has found that it does not violate the principles of freedom of association for the authorities, in the process of registering and publishing collective agreements, to take steps to ensure that the agreement complies with legal minima and conforms to formal requirements.

As the CFA explained in Case 2699 (Uruguay),

> The government must ensure that the process of registration and publication of collective agreements only involves checks on compliance with the legal minima and questions of form, such as, for example, the determination of the parties and the beneficiaries of the agreement with sufficient precision and the duration of the agreement.[61]

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[60] ILO, Committee of Experts, Observations (Zimbabwe), Convention on the Right to Organize and Collective Bargaining adopted in 2018, published in the 108th Meeting of the ILC (2019), online at : https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID:3962132

[61] ILO Committee on Freedom of Association, Case No. 2699, Report 356 (2010), para 1389.

In the case of Mexico, the purpose of this amendment is not to allow the authorities to question the bargain struck between labor and management, but instead ensure that labor and management have in fact negotiated and struck a bargain. Up to now, in the vast majority of cases, no actual bargaining took place.

3. Legislation allowing another union to issue a strike demand where the incumbent union has not renegotiated the collective bargaining agreement in the past four years is not contrary to principles of Freedom of Association

Art. 923 of the LFT, as amended, provides that if the union holding the collective bargaining agreement has not renegotiated that agreement in the past four years, another union can demand to negotiate a collective bargaining agreement by filing a strike notice. The amendment was introduced in order to avoid the current situation where unions enter into protection contracts and then allow them to roll over for years, even decades in some cases, without modifications, simply to prevent another union seeking to represent the same workers.

The obligation for unions to renegotiate collective bargaining agreements to improve working conditions and workers' rights is an incentive for incumbent unions to actively represent their members and negotiate on a regular and timely basis or face competition. If there is no renegotiation for four years, it is clear that the incumbent union has failed to fulfill its principal objective of analyzing, defending, and improving the rights of its members.[62] Accordingly, there should be no barrier to another union demanding negotiation of a new collective agreement and filing a strike notice for this purpose. The Federal Labor Law, in its eleventh transitional article, states that if, four years after the effective date of the reform decree, a collective bargaining

[62] Federal Labor Law, Article 356

agreement subject to consultation lacks majority support of the workers, or if the consultation has not occurred, it is nullified, but its terms and conditions that are superior to those required by law are retained for the benefit of the workers.

D. UNION ADMINISTRATION

1. Legislation which requires the regular deposit of financial audits is consistent with principles of FOA.

Article 373 of the LFT was amended to require that the leadership of a union, as required by its statutes, submit financial reports to the union's general assembly at least every six months. The minutes of the meeting where the finances are reported is required to be submitted within ten days to the Federal Center for Conciliation and Labor Registration. The clear objective of this requirement of financial transparency between the union leadership and the union membership is to provide members some ownership and oversight of the union's treasury and its finances.

As explained in the introduction, for the last century the great majority of unions in Mexico have been state- or employer-dominated unions which had no accountability to their members. Indeed, in most cases members did not know they were members of a union, who the leadership was or what the union was doing with the dues deducted from their paychecks. This mandatory financial transparency is a necessary measure to ensure that workers know what is being done in their name and finally allow them to decide how to invest the union's assets are spent for the benefit of the workers and not the leaders, as generally happens in Mexico.

The ILO's primary concern in this area is to avoid state interference in internal union affairs. To this end, the ILO has prohibited the state itself from having access to and auditing the

financial records of a union as an improper pressure tactic,[63] except in limited circumstances such as when there are serious grounds for believing that the actions of a union violate the rule of law.[64] But the ILO has not had any problem with legislation that requires a union to conduct its own professional audits and to file the results of those audits with the authorities. As the Committee on Freedom of Association has explained:

> While the legislation in many countries requires that trade union accounts be audited, either by an auditor appointed by the trade union or, less frequently, appointed by the registrar of trade unions, it is generally accepted that such an auditor shall possess the required professional qualifications and be an independent person. A provision which reserves to the *government* the right to audit trade union funds is therefore not consistent with the generally accepted principle that trade unions should have the right to organize their administration and that the public authorities should refrain from any interference which would restrict this right or impede the lawful exercise thereof.[65]

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[63] See, e.g., Committee of Experts, Observation (Turkey) Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), adopted 2018, published 108th ILC session (2019), online at https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P11110_COUNTRY_ID,P11110_COUNTRY_NAME,P11110_COMMENT_YEAR:3965211,102893,Turkey,2018; Committee of Experts, Observation (Jamaica) Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) adopted 2017, published 107th ILC session (2018), online at https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P11110_COUNTRY_ID,P11110_COUNTRY_NAME,P11110_COMMENT_YEAR:3339208,103236,Jamaica,2017.

[64] See, e.g., Committee of Experts, Observation (Pakistan) Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), adopted 2012, published 102nd ILC session (2013), online at https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P11110_COUNTRY_ID,P11110_COUNTRY_NAME,P11110_COMMENT_YEAR:3084394,103166,Pakistan,2012

[65] ILO, *Compilation of Decisions*, para. 708.

In light of the deeply entrenched corruption in Mexican trade unionism, the requirement that members be informed of the state of the union's finances every six months can hardly be said to violate the union's right to administer its own affairs. Moreover, prior to the 2019 reforms, Article 373 already established the obligation to provide an accounting to the assembly, the right of any worker to request information from the leadership regarding the administration of union funds, and the right to appeal to internal union bodies and to the Conciliation and Arbitration Board to enforce these obligations, so that this type of intervention by the authorities is nothing new.

E. INSTITUTIONAL ARRANGEMENTS

1. Public institutions responsible for the registration of trade unions and collective agreements need not be tripartite in structure.

Article 590 of the LFT establishes the new Federal Center for Conciliation and Labor Registration. Its functions include, among others, the performance of conciliation and the registration of all trade union documents and collective bargaining agreements. As noted, this body assumes some of the functions of the CABs, while adjudication of collective disputes is now assigned to the judiciary. Article 590D concerning the governing body of the CFCRL excludes both worker and employer representatives and includes only government representatives. As explained above. this decision was necessary to prevent the employers and employer-dominated unions from frustrating the registration of independent trade unions and legitimate collective bargaining agreements, as has been the common practice with the tripartite CABs.

A review of relevant ILO instruments confirms that there is no requirement that an administrative body established to register trade unions and collective agreements be co-governed in a

tripartite manner. ILO Convention 144 on Tripartite Consultation says nothing about national institutional arrangements; indeed, the convention is limited to matters concerning the ILO such as reporting, responding to questionnaires and examination of unratified conventions (see articles 2 and 5). ILO Convention 81 on Labor Inspection, Article 5, provides that the government should promote *collaboration* with worker and employer representatives. The most recent ILO General Survey on Labor Inspection, from 2006, provides a summary of common methods of collaboration used by governments, including advisory committees and collaboration agreement, and underscores the importance of "effective collaboration" to attaining their objectives.[66] However, the General Survey emphasizes "the importance of ensuring that the forms of collaboration with the social partners are fully compatible with the impartiality and authority of labour inspectors in their relations with employers and workers."[67] It is the very lack of impartiality of the Conciliation and Arbitration Boards which led to the decision to no longer allow the social partners a role in determining which unions have the right to represent workers and be legally registered.

Perhaps the most relevant instrument is ILO Convention 150 on Labor Administration, in particular Articles 1 and 5. The last General Survey on Convention 150, in 1997, made a number of observations on the organization of the system of labor administration in member states. Of particular note, the Committee of Experts explained clearly that:

> There are several ways in which employers and workers and their organizations are involved in national labour policy issues. The institutional framework adopted by member

[66] ILO Committee of Experts, General Survey – Labour Inspection, ILC 95th Session (Geneva 2006), paras. 163-72, available at https://www.ilo.org/public/libdoc/ilo/P/09661/09661(2006)1B.pdf.
[67] Ibid., para. 171.

> States is to a large extent shaped by the nature of this participation. Article 5 of Convention No. 150 specifies three forms that participation of the most representative organizations of employers and workers may take: "consultation", "cooperation" and "negotiation", but "it would be left to each country to decide in accordance with national practice what should be the subject, the level and the form of consultation, cooperation and negotiation in each case". ' The "institutional frameworks" set up to coordinate tripartite relations within the system of labour administration are thus consultation bodies on the one hand and cooperation bodies on the other. Such bodies, being genuine tripartite discussion fora, aim at ensuring that the competent public authorities seek the views, advice and assistance of employers' and workers' organizations in an appropriate manner.[68]

There is without a doubt great value in a system of labor administration which promotes social dialogue, meaning that employers and workers and their organizations participate actively alongside the public authorities in the design and implementation of national labor policy. The General Survey provides a useful summary of the many ways in which governments involve the social partners in the development national labor policy.[69] But there is nothing in the Convention, the accompanying Recommendation 158, or the General Survey that would suggest that any government has an obligation beyond consultation and cooperation with the social partners, and even then the means of consultation are flexible and left to each country to decide how best to carry out. Article 5 of Convention 150 also makes clear that the consultation and cooperation be "appropriate to national conditions."

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[68] ILO Committee of Experts, General Survey – Labour Administration, ILC 85th Session (Geneva, 1997), para. 143, available at https://www.ilo.org/public/libdoc/ilo/P/09661/09661(1997-85-1B).pdf

[69] Id. at paras. 169-95.

There are already numerous forums, both formal and informal, in which the social partners engage with the Mexican government in the development and implementation of national labor policy, including the Mexican Institute of Social Security (IMSS), the National Workers' Housing Fund Institute (INFONAVIT), and the National Commission on Minimum Wages (CONASAMI), among others. Certain aspects of national labor policies will continue to be raised in these tripartite spaces. However, in light of the long history of collusion between employers and employer-dominated unions, co-governance of the CFCRL, which serves an essentially administrative function as a registrar, could severely undermine labor administration, not facilitate it. It is well documented that tripartite CABs were – and continue to be, in most cases - the primary instrument of the protection contract system. Indeed, it is quite apparent that those who challenge this amendment to the LFT now are not primarily concerned with the tripartite structure of the CABs; rather, they seek to maintain their control over a corrupt system of labor administration under the guise of tripartism.[70]

IV. CONCLUSION

There can be little doubt that the amendments adopted by the Government of Mexico, individually and as a whole, are consistent with international labor and human rights law, and are well-crafted

[70] The observations of the Committee of Experts as to the application of Convention 150 in Mexico do not indicate otherwise. The most relevant observations, which interpret Article 5, urged consultations between the government and social partners to respond to the Pasta de Conchos mine disaster, including strengthening mine safety law, improving the labor inspection system and ratifying Convention 81. See, e.g., ILO Committee of Experts, Labour Administration Convention, 1978 (No. 150), Mexico, published 102nd ILC session (2013), online at: https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID:3087868; ILO Committee of Experts, Labour Administration Convention, 1978 (No. 150) Mexico, published 101st ILC session (2012), online at: https://www.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO::P13100_COMMENT_ID,P13100_LANG_CODE:2700206,en:NO

for the specific purpose of ending the protection contract system – which has frustrated the exercise of freedom of association and collective bargaining in Mexico for a century. We therefore urge the Supreme Court of the Nation to reject the *amparos*, which reflect the last, desperate attempt of the beneficiaries of the old order to hang on to their ill-gotten gains.

Annex I

Australia:	Trevor Clarke, Director, Industrial Relations and Legal Affairs, Australian Council of Trade Unions
Bangladesh:	AKM Nasim, President, Labour Court Bar Association
Brazil:	Maximiliano Garcez, Founder, Advocacia Garcez
Canada:	Steve Barrett, Partner, Goldblatt Partners LLC
Colombia:	Mery Laura Perdomo, Counsel, Central Unitaria de Trabajadores (CUT) Colombia
Germany:	Torsten Walter, Counsel, German Trade Union Confederation (DGB - Deutscher Gewerkschaftsbund)
Ghana:	Samson Lardy, Partner, A-PARTNERS @ LAW
Honduras:	Maria Elena Sabillion, Counsel, Solidarity Center - Central America
Italy:	Antonio Loffredo, Professor of Law, University of Siena
Malaysia:	Sumitha Shaanthinni, Chair, Migrant Forum in Asia
Nigeria:	Nkechi Odinukwe, Senior Program Officer, Solidarity Center

Georgia: Raisa Liparteliani, Vice President, Georgian Trade Union Confederation

South Korea: Dahye Park, Counsel, Korean Confederation of Trade Unions

South Africa: Rudiger Helm, Counsel

Thailand: Mrs. Nadthasiri Bergman, Director, Human Rights Lawyers Association

United Kingdom: Tonia Novitz, Professor of Labour Law, University of Bristol

United States: Mary Joyce Carlson, Counsel

European Union: Isabelle Schoemann, Confederal Secretary, European Trade Union Confederation:

Global: Makbule Sahan, Legal Director, International Trade Union Confederation:

Global: Ruwan Subasinghe, Legal Director, International Transport Workers Federation

Chair: Jeffrey Vogt, Rule of Law Director, Solidarity Center

ANNEX II

ASUNTOS REMITIDOS A LA SUPREMA CORTE DE JUSTICIA DE LA NACIÓN				
NO	**JUICIO DE AMPARO**	**RECURSO**	**ORGANO JURISDICCIONAL**	**QUEJOSO**
1	1199/2019-V	RT 110/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	UNION SINDICAL DE TRABAJADORES DE LAS FÁBRICS DE APARATOS Y MATERIAL ELECTRIC, ELECTRONICOS E INSTALACIONES EN EL DF
2	1208/2019	RT. 118/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE TRABAJADORES DE LA MUSICA DE LA REPUBLICA MEXICANA
3	1200/2019	RT. 125/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE LAS INDUSTRIAS TRANSFORMADORAS DEL HIERRO, METALES Y ACTIVIDADES CONEXAS EN EL D.F.
4	1194/2019	RT. 130/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	ASOCIACION SINDICAL DE TRABAJADORES Y EMPLEADOS DE ACTIVIDADES SOCIALES, CULTURALES, DE ESTÉTICA Y RECREATIVAS EN EL D.F
5	1316/2019	RT. 148/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE TRABAJADORES DE LABORATORIOS Y DE LAS INDUSTRIAS DE LA QUIMICA Y EL

				PLASTICO, SIMILARES Y CONEXOS
6	2161/2019	RT. 152/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO ÚNICO DE TRABAJADORES ELECTRICISTAS DE LA REPÚBLICA MEXICANA
7	2164/2019	RT. 162/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE TRABAJADORES DE LA INDUSTRIA TEXTIL, SIMILARES Y CONEXOS
8	2102/2019	RT. 166/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE TRABAJADORES DE TELEINDUSTRIAS Y SISTEMAS DIGITALES DE LA REPUBLICA MEXICANA
9	1286/2019	RT. 187/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	CONFEDERACIÓN OBRERA REVOLUCIONARIA ANGEL OLIVO SOLIS
10	1198/2019	RT 115/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE TRABAJADORES Y EMPLEADOS DEL TRANSPORTE AÉREO DE LA REPUBLICA MEXICANA
11	2184/2019	RT 149/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	UNION SINDICALISTA DE EMPLEADOS Y TRABAJADORES DEL COMERCIO EN GENERAL Y SUS CONEXOS DEL D.F

12	2394/2019	RT. 238/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES APLICADORES DE IMPERMEABILIZANTES ANTICORROSIVOS, PINTURAS Y DERIVADOS DEL PETROLEP EN GENERAL, SIMILARES Y CONEXOS DEL MUNICIPIO DE REYNOSA TAMAULIPAS
13	1316/2019	RT. 119/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO ÚNICO DE TRABAJADORES DOCENTES CONALEP
14	1186/2019	RT. 128/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE LA INDUSTRIA DEL CEMENTO, CAS, ASBESTO, YESO ENVASES Y SUS PRODUCTOS SIMILARES Y CONEXOS DE LA REPÚBLICA MEXICANA
15	1190/2019	RT. 124/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	ASOCIACION SINDICAL DE TRABAJADORES DE LA INDUSTRIA GRAFICA Y ACTIVIDADES CONEXAS EN LA CIUDAD DE MEXICO
16	1197/2019	RT. 113/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE RESTAURANTES, PRODUCTOS ALIMENTICIOS, PANIFICADORAS Y ACTIVIDADES CONEXAS DEL DF

17	1305/2019	RT. 201/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE TRABAJADORES DE FUNDICIONES DE METALES, FACRICACION DE TUBOS, ESTRUCTURAS METALICAS, TALLERES MECANICOS, SIMILARES Y CONEXOS
18	1205/2019	RT. 141/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	ASOCIACION SINDICAL DE TRABAJADORES DE LA INDUSTRIA METALICA Y MECANICA EN GENERAL DE LA REPUBLICA MEXICANA
19	2127/2019	RT. 181/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE INDUSTRIA DE TRABAJADORES DEL GAS, "FRANCISCO J. MUJCA", SUS SIMILARES Y CONEXOS DE LA REPUBLICA MEXICANA, CTM
20	2408/2019	RT. 212/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES INDUSTRIALES, MECANICOS, SOLDADORES, PAILEROS, ESTRUCTURISTAS, CARROCEROS, LAMINEROS Y TUBEROS ESPECIALISTAS EN SISTEMA DE AIRE ACONDICIONADO Y SISTEMAS CONTRA INCENDIOS, PLAFONEROS Y

				AYUDANTES DEL MISMO RAMO DE REYNOSA, TAMAULIPAS
21	2160/2019	RT. 269/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO REVOLUCIONARIO DE TRABAJADORES Y EMPLEADOS DE ARTICULOS ELECTRICOS, ELECTRONICOS, ALIMENTICIOS, QUIMICOS, FARMACEUTICOS DEL METAL Y SIMILARES DE LA REPUBLICA MEXICANA
22	2220/2019	RT. 228/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO UNICO DE TRABAJADORES DE LAS EMPACADORAS, ENLATADORAS Y SIMILARES DE LA REPUBLICA MEXICANA CTM
23	2432/2019	RT. 231/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO LINEA 3A ADHERIDA AL SINDICATO DE TRABAJADORES DEL VOLANTE DE CD JUAREZ CTM
24	2842/2019	RT.	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE PINTORES DECORADORES, APLICADORES DE EMULSIONES, PASTAS, DERIVADOS, SIMILARES Y CONEXOS DE

				REYNOSA TAMAULIPAS
25	1331/2019	RT. 151/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE VANGUARDIA E INNOVACION DE TRABAJADORES DE OFICINAS Y PRESTADORAS DE SERVICIOS ADMINISTRATIVOS
26	2129/2019	RT. 154/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES CONFECCIONISTAS DEL VESTIDO Y SUS ACTIVIDADES SIMILARES Y CONEXAS EN LA CIUDAD DE MEXICO
27	2281/2019	RT. 272/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE OPERADORES AL SERVICIO DE PERMISIONARIOS UNIDOS 11 DE JULIO SIMILARES Y CONEXOS CTM
28	2261/2019	RT. 223/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO REGIONAL DE TRABAJADORES DE MERCADOS Y TIENDAS ALSUPER CTM
29	2165/2019	RT. 169/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	UNIÓN SINDICALISTA DE TRABAJADORES Y EMPLEADOS DE MANTENIMIENTO, MENSAJERÍA, VIGILANCIA, SEGURIDAD Y SUS ACTIVIDADES CONEXAS EN EL D.F.

30	2125/2019	RT. 164/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO UNIÓN DE TRABAJADORES Y EMPLEADOS DE LA INDUSTRIA QUÍMICA EN GENERAL Y SUS DERIVADOS DE LA REPÚBLICA MEXICANA
31	1191/2019	RT. 104/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO REVOLUCIONARIO DE TRABAJADORES DE LA INDUSTRIA ALIMENTARIA, PANIFICADORA, HOTELERA, RESTAURANTES, CANTINAS, CENTROS NOCTURNOS Y ACTIVIDADES CONEXAS EN EL D.F.
32	2401/2019	RT. 255/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES EMPLEADOS DE COMERCIO, EN OFICINAS Y DEPENDENCIAS, CENTROS DE CONSUMO, ALMACENES, FARMACIAS, INDUSTRIAS Y MANUFACTURA, DISTRIBUIDORES, TALLERES, MENSAJERÍA, AGENTES DE VENTA, EQUIPOS, SISTEMAS Y SERVICIOS DE SEGURIDAD, SIMILARES Y CONEXOS DE REYNOSA TAMAULIPAS

33	2399/2019	RT. 247/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO INDUSTRIAL DE TRABAJADORES EN FUNDICION, OPERADORES, ARMADORES Y DEMAS RAMAS CONEXAS DE CIUDAD REYNBOSA TAMAULIPAS
34	2395/2019	RT. 230/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE LA RAMA DE LA CARPINTERIA Y SIMILARES DE REYNIOSA, TAMAULIPAS
35	2361/2019	RT. 273/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE LA EMPRESA LALA TORREON, S.A DE C.V. DE CIUDAD JUAREZ CTM
36	3049/2019	RT. 18/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO UNICO DE TRABAJADORES DE LA EMPRESA DR DE CHIHUAHUA, CTM
37	2337/2019	RT. 281/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE LA INDUSTRIA HOTELERA, GASTRONOMICA Y CONEXOS DE LA RM. SECCION 32 CTM
38	2225/2019	RT. 296/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO NACIONAL DE TRABAJADORES DE FORD MOTOR COMPANY Y DE LA INDUSTRIA AUTOMOTRIZ, CTM

39	2277/2019	RT. 251/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	UNION SINDICAL DE COMERCIANTES EN PEQUEÑO CTM
40	2198/2019	RT. 219/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE PERMISIONARIOS UNIDOS DEL F.U.T.V DE CHIHUAHUA CTM
41	2193/2019	RT. 305/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO UNICO DE TRABAJADORES DE SISTEMAS DE ENERGIA DE CHIHUAHUA CTM
42	2222/2019	RT. 221/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO UNICO DE TRABAJADORES DE AUMA CHIHUAHUA CTM
43	2334/2019	RT. 240/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO GREMIAL DEL VOLANTE DE CHIHUAHUA CTM
44	2398/2019	RT. 20/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO INDUSTRIAL DE TRABAJADORES EN FABRICACION Y ELABORACION DE PRODUCTOS PLASTICOS DERIVADOS Y DEMAS RAMAS CONEXAS DE CIUDAD RIO BRAVO, TAMAULIPAS
45	2414/2019	RT. 233/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO INDUSTRIAL DE TRABAJADORES EN PLANTAS MAQUILADORAS DE CIUDAD REYNOSA TAMAULIPAS CTM

46	2218/2019	RT. 222/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO FRENTE UNICO DE TRABAJADORES DEL VOLANTE DEL ESTADO DE CHIHUAHUA, CTM SECCION CHIHUAHUA
47	2412/2019	RT. 211/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES AL SERVICIO DE LA COMISION MUNICIPAL DE AGUA POTABLE Y ALCANTARILLADO DE REYNOSA TAMAULIPAS
48	2718/2019	RT. 249/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE LA LINEA 2A, ADHERIDA AL SINDICATO DE TRABAJADORES DEL VOLANTE CTM DE CIUDAD JUAREZ CHIHUAHUA
49	2923/2019	RT. 16/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO LINEA MERCADO DE ABASTOS, ADHERIDA AL SINDICARO DE TRABAJADORES DEL VOLANTE DE CD. JUAREZ, CHIHUAHUA CTM
50	2333/2019	RT. 23/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES CONDUCTORES DE AUTOBUSES, SIMILARES Y CONEXOS DE CHIHUAHUA CTM
51	2411/2019	RT. 242/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE CARPINTEROS AYUDANTES, EBANISTAS, COLOCADORES DE LAMINAS, PLAFON CIMBRA METALICA Y SIMILARES E

				REYNOSA TAMAULIPAS
52	2413/2019	RT. 22/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE MAESTROS, OFICIALES, ALBAÑILES, FIERREROS, ARMADORES, AYUDANTES, OPERADORES DE MAQUINA REVOLVEDORAS DE CONCRETO, CONEXOS Y SIMILARES DEL MUNICIPIO DE REYNOSA TAMAULIPAS
53	2437/2019	RT. 275/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE EMPLEADOS Y TRABAJADORES AL SERVICIO DE AGUA Y SANEAMIENTO DE CHIHUAHUA, BENITO JUAREZ CTM
54	2219/2019	RT. 244/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DISTRIBUIDORES DE PRODUCTOS LACTEOS Y SUS DERIVADOS, EMBUTIDOS Y DE CARGA Y COMERCIO EN GENERAL, SIMILARES Y CONEXOS DEL ESTADO DE CHIHUAHUA, CTM

55	2263/2019	RT. 279/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE SERVICIOS TECNICOS RECUBRIMIENTOS CTM
56	2407/2019	RT. 10/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES ELECTRICISTAS, TECNICOS EN TELEFONIA DE VOZ Y DATOS, EQUIPOS DE COMPUTO Y REDES, CONEXOS Y SIMILARES DEL MUNICIPIO DE REYNOSA, TAMAULIPAS
57	2409/2019	RT. 11/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO INDUSTRIAL DE TRABAJADORES EN LA RMA DE LA PLOMERIA, ELECTRICIDAD, AYUDANTES, CONEXOS Y SIMILARES DEL MUNICIPIO DE REYNOSA, TAMAULIPAS
58	2451/2019	RT. 246/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	UNION SINDICAL DE CAMIONEROS MATERIALISTAS, SIMILARES Y CONEXOS DEL ESTADO DE CHIHUAHUA
59	2310/2019	RT. 217/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO UNICO DE TRABAJADORES DE HAYES LEMMERZ ALUMINIO, CTM

60	3052/2019	RT. 8/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	UNION DE PIPEROS SAN JUAN, SIMILARES Y CONEXOS CTM
61	2336/2019	RT. 225/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE SERVICIOS TECNICOS ICE CTM
62	2392/2019	RT. 213/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE MAESTROS ROTULISTAS, AYUDANTES Y CONEXOS, SIMILARES EN LA RAMA DE LA PINTURA EN REYNOSA TAMAULIPAS
63	2188/2019	RT. 307/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES EN PRODUCTOS PLASTICOS, ACEITADOS O IMPREGNADOS EN EL D.F
64	2410/2019	RT. 234/2019	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE EMPLEADOS DE COMERCIO EN GENERAL SIMILARES Y CONEXOS DEL MUNICIPIO DE REYNOSA, TAMAULIPAS
65	2396/2019	RT. 19/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE MANTENIMIENTO, ASEO, LIMPIEZA PUBLICA Y PARTICULAR EN PARQUES, JARDINES, CENTROS COMERCIALES, CENTRALES DE

				AUTOBUSES, CLINICAS, EDIFICIOS, SIMILARES Y CONEXOS DEL MUNICIPIO DE REYNOSA, TAMAULIPAS
66	3051/2019	RT. 06/2020	Decimosexto Tribunal Colegiado en Materia de Trabajo del Primer Circuito	SINDICATO DE TRABAJADORES DE L INDUSTRIA CINEMATOGRAFICA, SIMILARES Y CONEXOS DE LA REPUBLICA MEXICANA CTM SECCION 16