GUIDE ON FREEDOM OF ASSOCIATION AND THE RIGHT TO BARGAIN COLLECTIVELY IN MEXICO

WHAT EMPLOYERS SHOULD DO TO COMPLY WITH FEDERAL AND INTERNATIONAL LAW

Photo: El Economista, February 15, 2026

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GUIDE ON FREEDOM OF ASSOCIATION AND THE RIGHT TO BARGAIN COLLECTIVELY IN MEXICO

**Freedom of Association*

***Collective Bargaining Agreement*

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Resource Kit on Freedom of Association in Mexico: maquilasolidarity.org/en/resources-foa-mexico.

INTRODUCTION

This FOA Guide[1] includes recommendations on what employers should do to comply with the freedom of association provisions in the Federal Labor Law (LFT)—including new requirements instituted following the Labor Justice Reform of 2019—and International Labor Conventions that Mexico has ratified.

The Guide also includes recommendations to employers that go beyond legal requirements and represent good practice to ensure greater respect for freedom of association and the right to bargain collectively in Mexican workplaces. Many of these recommendations are based on remediation plans adopted as a result of Rapid Response Labor Mechanism (RRLM) complaints under the US-Mexico-Canada Agreement (USMCA).

Recommendations are divided into four sections: those applicable to all workplaces, workplaces with no existing CBA, workplaces with a CBA, and worker voting processes. Each section includes legal references to relevant articles of the LFT and ILO Conventions, as well as links to seven resource materials on specific issues related to FOA and policies and actions employers should adopt and implement to prevent violations of workers' associational rights that could result in Secretariat of Labor and Social Welfare (STPS) investigations and/or RRLM complaints.[2]

[1] This Guide is based on the June 2024 FOA Guidance tool adopted by the Mexico Committee of the Americas Group for employers in the garment sector, and has been revised to make it applicable to all Mexican employers in the manufacturing sector. For this updated version, MSN also drew upon the outcomes of Rapid Response Labor Mechanism (RRLM) cases as well as the analysis of labor experts in Mexico and the US who have published extensively on both the Mexico Labor Justice Reform and the Labor Chapter of the tri-national trade agreement.

[2] As of December 31, 2025, there have been 45 RRLM complaints accepted by the US labor authorities. In addition, there are five complaints that have been subject to dispute panels. The USTR website provides case-by-case documentation on the status of those complaints. Many of the these include detailed remediation plans that provide guidance to employers on policies they should adopt and implement to comply with FOA standards. See: ustr.gov/trade-topics/enforcement/dispute-settlement-proceedings/fta-dispute-settlement/usmca/chapter-31-annex-facility-specific-rapid-response-labor-mechanism.

Photo: El Economista, February 22, 2026

SECTION 1:

RECOMMENDATIONS APPLICABLE TO ALL WORKPLACES

EMPLOYERS SHOULD:

1. Adopt an FOA policy

Adopt a policy expressing your commitment to the right of all workers you employ to freedom of association (FOA) and collective bargaining, and effectively communicate that policy to all workers and management personnel, including new employees.

Federal Labor Law: *Article 357* guarantees the right of workers to constitute organizations as they see fit, without previous authorization, or to affiliate with them, if they respect the statutes of such organizations. Article 387 obligates employers to negotiate a collective bargaining agreement when a union representing at least 30% of the workers requests negotiations.

International Standards: *ILO Convention 98*, ratified by Mexico in 2018, enshrines the right of workers to collective bargaining with their employer on the terms and conditions of their employment.

See Freedom of Association Policy: Key Elements and Model Policy.

2. Facilitate FOA training

Facilitate training on FOA and the right to collective bargaining for all management personnel and workers. Such training should be carried out by independent labor rights experts or, whenever possible, STPS personnel. Training for management personnel and workers should be carried out separately, and training materials should include the company's FOA policy, as well as educational materials prepared by STPS and/or the Federal Center for Conciliation and Labor Registration (Federal Center).

> **Federal Labor Law:** *Article 153-E* requires the establishment of mixed commissions on training with equal representation of workers and management. In addition, remediation plans for most RRLM cases under the tri-national trade agreement have included requirements for FOA training to be carried out by STPS. Such remediation plans must be agreed to by both the US or Canadian government and the Mexican government.

3. Be transparent about the union or unions

Where there is a union, or more than one union, inform all workers in the workplace, including new employees at the time of their hiring, of the name(s) of the union or unions, the federation to which it is/they are affiliated, and the names of the union representatives and how to contact them.

> **Federal Labor Law:** While there are no specific requirements in the LFT for employers to provide workers information on the union(s), there are new requirements for the union to be transparent regarding its statutes and for union members to elect their leaders by personal, free, direct and secret-ballot votes.

4. Ensure no discrimination

Do not threaten, dismiss or otherwise penalize or discriminate against any worker in hiring, promotions, demotions or transfers for their present or past union activities or suspected union sympathies or for ceasing to be a member of the union holding title to the CBA and/or for attempting to form or join another worker organization.

> **Federal Labor Law:** *Article 3* requires a workplace environment that is free of discrimination and violence. Article 133 forbids various actions or omissions that could constitute anti-union discrimination, such as coercion, retaliation, inducements and blacklisting to discourage or prevent worker's exercise of FOA.

5. Prohibit and prevent blacklisting

Refrain from and do not tolerate participation of company personnel in blacklisting of workers, including sharing information with other employers and/or employer associations on workers' current or prior union activities or suspected union sympathies. If a union, another employer or an industry association provides or requests information or written documentation of a worker or person seeking employment on their past association with unions or a union organizing attempt, refuse to accept or share that information. Remove any questions about or reference to union membership or activities from job application forms, and ensure that questions about workers' past association with unions or attitudes toward them are not included in hiring interviews.

Adopt a Blacklisting Pledge committing the company to refrain from participation in all forms of blacklisting and circulate to all employees.

> **Federal Labor Law:** Blacklisting constitutes discrimination in recruitment and hiring and is forbidden under Article 133, sections I and IX. It is also a violation of Mexico's data protection law (*Ley Federal de Protección de Datos en Posesión de Particulares*). On March 24, 2026, the Mexican Senate approved a reform that would explicitly prohibit the use of services and online databases, such as the *Buró Laboral*, to deny workers employment based on their union and other activities. It is expected to be approved by the Chamber of Deputies, and then would become law.[3]
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> **International Standards:** Blacklisting is recognized as a serious threat to the free exercise of trade union rights and a violation of International Labor Organization (ILO) Convention 98, which Mexico has ratified.

See Blacklisting: Backgrounder and Model Employer Pledge.

6. Allow union representatives access to the workplace

When a union has affiliates in the workplace, allow the union's representatives access to the workplace and workers in order to carry out their legitimate union functions without disrupting the production process. When there is more than one union, allow their representatives equal access to the workplace and to facilities in the workplace, such as private meeting spaces and/or offices and equipment and areas to post notices and communications, in order to communicate with and represent their members. Good practice is to negotiate a written agreement with the union or unions that spells out the terms and conditions of access to the workplace and to facilities in the workplace in order to carry out their representative functions, as well as mechanisms for addressing workers' issues with management.

[3] *¡Adiós listas negras de trabajadores! Senado prohíbe el uso del buró laboral en las contrataciones*, El Economista, March 24, 2026, eleconomista.com.mx/capital-humano/adios-listas-negras-trabajadores-senado-prohibe-buro-laboral-contrataciones-20260324-803751.html.

International Standards: Although the LFT does not address union representatives' access to the workplace or facilities in the workplace, ILO's Convention 135 and Recommendation 143 include the right of union representatives to have access to the workplace and workers in order to effectively represent them.

7. Ensure non-interference

Do not interfere in the internal affairs of any union, for instance through bribes, inducements or other means, seeking to encourage workers to renounce their union affiliation, or use financial or other means to place a union under the company's control.

Federal Labor Law: *Article 133 IV* prohibits employers and their representatives from obligating workers, by coercion or any other means, to join or withdraw from the union or group to which they belong, or to vote for a certain slate, as well as prohibiting any other act or omission that violates their right to decide who should represent them in collective bargaining (also see Article 357 on page 4).

8. Remain neutral

Where there is more than one union or union in formation in the workplace, remain neutral and refrain from making any statement or taking any action that would place one organization at an advantage or disadvantage in relation to the other(s). This commitment to neutrality also applies to union representation elections between two or more unions for title to a CBA. In such elections, refrain from taking any actions that might delay, influence or prejudice the results of such votes. Adopt an Employer Neutrality Pledge and circulate the Pledge to all employees.

Respect and do not attempt to influence workers' decisions regarding the deduction of union dues to be transferred to the union of their choice.

Federal Labor Law: *Article 357* prohibits acts of interference by employers or their representatives in the affairs of a union, including its formation, function or administration. Acts of interference are considered those actions and measures that tend to encourage the constitution of workers' organizations dominated by an employer or employer's association, or that support in any form worker organizations with the intent to subject them to control. Article 897-F outlines procedural rules for union representation elections (*recuentos*) by personal, free, direct and secret-ballot vote, and Article 897-G notes that penalties may be assessed against employers for actions favouring one union over another in such votes.

Most remediation plans for employers that were the subject of RRLM complaints under the tri-national trade agreement have included requirements that employers adopt and post Employer Neutrality Statements.

See Employer Neutrality: Guiding Principles and Neutrality Pledge.

See Union Dues: Employer Obligations.

9. Adopt a grievance procedure

Adopt a grievance procedure as an internal company policy that includes channels for workers to register anonymous complaints with the company's Human Resources Department or other designated senior management staff regarding any violations of the FOA policy. This procedure should guarantee confidentiality for the complainant and a commitment on the part of management to investigate and resolve such complaints in a timely manner, including taking disciplinary action commensurate with the violations against those found to be responsible for those violations.

Inform all management personnel of your company's policy of zero tolerance for violations of FOA, and that any personnel who commit such acts will face appropriate disciplinary measures, up to and including dismissal.

> **Federal Labor Law:** While there are no specific requirements in the LFT for employers to adopt such a mechanism, it has been recommended in most of the remediation plans for RRLM cases. The UN Guiding Principles on Business and Human Rights also offers guidance on non-state grievance mechanisms.

See Grievance Procedures to Address FOA Violations.

10. Constitute mixed commissions

Ensure that all legally mandated mixed (worker-management) commissions are properly constituted and that workers and/or their union(s) have the right to select worker representatives to the mixed commissions.

> **Federal Labor Law:** Various sections of the LFT require the formation and establish the mandate of mixed commissions, including Article 153 E on the mixed commission for productivity, training and education; Article 509 on the mixed commission for health and safety; Article 987 on the mixed commission for profit sharing; and Article 424 I on the mixed commission for workplace rules.

SECTION 2:

RECOMMENDATIONS APPLICABLE TO WORKPLACES WITH NO CBA

Applicable to workplaces where there has never been a CBA or where a previous CBA was terminated and there is no CBA in effect.

EMPLOYERS SHOULD:

1. Refrain from signing a "protection contract"

When there is no CBA at the workplace, refrain from signing a "protection contract" (a simulated collective bargaining agreement signed without the knowledge and/or consent of the workers) with an unrepresentative union or lawyer who purports to represent workers.

> **Federal Labor Law:** *Article 133, IV* prohibits employers or their representatives from obligating workers, by coercion or by any other means, to join or to withdraw from the union to which they are affiliated. Articles 390 BIS and 390 TER state that for the registration of an initial collective bargaining agreement, the union must first obtain the Certificate of Representativeness (*Constancia de Representatividad*) from the Federal Center, and the Center will verify that the content is approved by the majority of workers covered by the agreement, through a personal, free, direct and secret-ballot vote.

2. Negotiate in good faith

Negotiate in good faith with the union that has received a Certificate of Representativeness from the Federal Center, confirming it has the support of at least 30% of eligible workers. When a union obtains a Certificate of Representativeness, the employer should negotiate in good faith with that union for a CBA.

> **Federal Labor Law:** *Article 387* establishes the obligation to negotiate a CBA when requested by a union. Article 390 requires the union to obtain a Certificate of Representativeness from the Federal Center in order to negotiate, sign and register a CBA.

3. Be transparent about terminated CBAs

When a CBA has been terminated through a legitimation vote or because the vote was not held during the allowable time frame, inform the workers of that situation and continue to respect the rights and provide all of the benefits in the former CBA that are superior to those required by law. Good practice is to revise individual employment contracts to include those benefits, and share the revised employment contracts with all workers employed in the facility.

> **Federal Labor Law:** Although the LFT does not explicitly require employers to inform workers of termination of the CBA, Transitory Article 11 establishes that benefits and working conditions provided for in any terminated collective bargaining agreement, which are superior to those established in this Law, must continue to be provided by the employer.

See Employer Obligations after a CBA Has Been Terminated.

SECTION 3:

RECOMMENDATIONS APPLICABLE TO WORKPLACES WHERE THERE IS A CBA

Applicable to workplaces where there is an existing or new CBA.

EMPLOYERS SHOULD:

1. Ensure workers receive a copy of the CBA

Where there is a signed collective bargaining agreement, ensure that all workers, including new employees at the time of their hiring, receive a copy of that agreement, with the date of its signing and any revisions made to it.

> **Federal Labor Law:** *Article 132 XXX* states that the employer must provide their workers, at no cost, a printed copy of the initial collective bargaining agreement or revisions to the agreement within 15 days of its deposit with the Federal Center, and that workers should sign receipt of this copy. Regarding the consultation with the workers as to whether they support the content of the negotiated collective bargaining agreement, Article 390 TER II states that the union must provide workers a printed or electronic copy of the initial collective bargaining agreement or revisions to the agreement to be consulted in a timely manner and prior to the vote on the content of the CBA or revisions to the CBA.[4]

[4] Articles 132 XXX and 390 TER II are ambiguous about whether the employer and union must provide workers copies of the revised CBA or the negotiated revisions to the CBA. However, the Federal Center has interpreted those Articles as meaning the revisions to the CBA.

2. Provide prior notice of negotiations

Give workers prior notice of negotiations of the initial CBA, revisions to the CBA, or any other agreement between the union and employer affecting the terms and conditions of their employment.

> **Federal Labor Law:** Although the LFT does not obligate the employer to provide prior notice of negotiations, Article 390 TER II of the reformed law does require the union to provide workers the text of the initial CBA and revisions to the CBA prior to the vote by the workers to approve it before it is registered with the Federal Center.

3. Do not include an exclusion clause in a CBA

When negotiating a CBA or revisions to the CBA, do not agree to include an illegal "exclusion clause" requiring dismissal of workers expelled from or who voluntarily resign from the union. Where there is an exclusion clause in an existing CBA, ensure that the clause is eliminated from the agreement at the earliest opportunity, and that no other clause with the same effect is subsequently adopted.

> **Federal Labor Law:** *Article 391 X* prohibits the inclusion of an exclusion clause for dismissal in a collective bargaining agreement. This means that contracts may no longer specify that workers can be fired for having been expelled from the union or for having renounced their union membership. Article 133 IV prohibits employers from obligating workers, by coercion or by any other means, to join a union or to withdraw from the union to which they are affiliated.

4. Be transparent about other agreements

Inform the workers of any other agreements that may exist between the employer and the union on the terms and conditions of their employment.

> **Federal Labor Law:** Although the LFT does not explicitly require employers to inform workers of any other agreement negotiated with the union, Article 424 IV establishes the right of workers to file a complaint regarding legal omissions or violations in such agreements or in the workplace rules. As well, in its guidance tool for employers on the labor reform, STPS urges employers to inform workers about agreements with unions concerning the terms and conditions of their employment.

Photo: El Economista, February 26, 2026

SECTION 4:

RECOMMENDATIONS FOR VOTING PROCESSES

Applicable to workplaces where there is a vote by workers in accordance with the Federal Labor Law.

Under the reformed LFT, workers now have the right to vote by secret ballot on an initial CBA, negotiated revisions to the CBA, their union leaders, and union representation elections to determine which of two or more unions will hold title to the CBA.

See Workers' Voting Rights and Employer Obligations.

EMPLOYERS SHOULD:

1. Allow the union to post notices and results of votes

When a vote on an initial CBA or revisions to the CBA has been scheduled, allow the union responsible for organizing the voting process to post in the workplace the notice announcing the vote, as well as the results. Best practice is to allow such notices to be posted in the same location where management posts relevant information for workers.

> **Federal Labor Law:** The 2019 labor reform created new voting processes, like the vote to obtain a Certificate of Representativeness or the vote to support the content of the negotiated CBA. In any type of vote, both the notice announcing the vote and the results must be posted at the workplace by the union responsible for the process. Management must allow the union to comply with this obligation (Article 132, XXXII and XXXIII).

2. Facilitate the voting process and cooperate with labor authorities.

In most cases, the union is responsible for selecting a location to hold a vote. If the union requests to have the vote in the workplace, collaborate by providing a secure location for it to take place. In some cases, the labor authorities are responsible for conducting or overseeing a vote, such as union representation elections. Fully cooperate with the labor authority conducting or overseeing the vote, and do nothing to obstruct or deny entry to the voting location to authorized observers of the vote. If the labor authority identifies any irregularities in the voting process, or workers file a complaint alleging irregularities, fully cooperate with any investigation and/or remediation plan.

> **Federal Labor Law:** Although the LFT does not obligate the employer to provide a location for the vote, the General Guidelines for Procedures of Union Democracy (*Lineamientos Generales para los Procedimientos de Democracia Sindical*, LGPDS)[5] requires that employers cooperate with the labor authority in voting processes (LGPDS Article 12).

3. Do not interfere in the voting process

Companies and their representatives must refrain from taking any action to influence the voting process or how the workers vote. Management must refrain from making statements or taking actions that may be understood as indicating the employer's preferred option. If workers vote against the negotiated CBA or revisions to the CBA, the union and employer could return to the bargaining table to negotiate changes that might be more acceptable to the workers.

> **Federal Labor Law:** The LFT forbids employers from coercing or influencing workers' votes (Article 133, IV) or from having any involvement in the voting process (Article 390 Ter, II, incised).

[5] *Lineamientos Generales para los Procedimientos de Democracia Sindical* (General Guidelines for Procedures of Union Democracy): centrolaboral.gob.mx/CFCRL/ldemocracia_sindical.pdf.