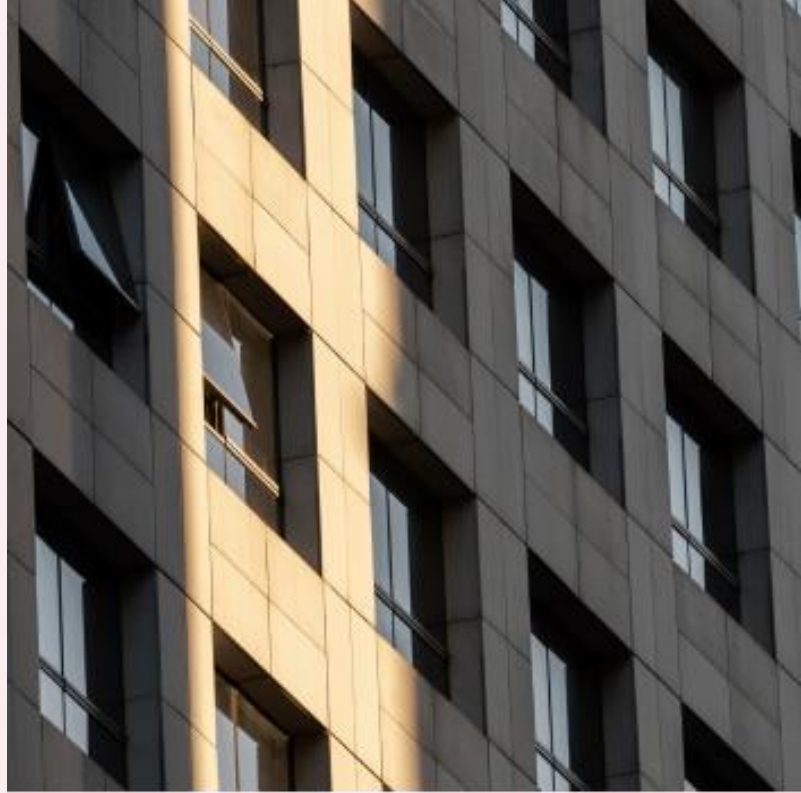


CONSULTATION "MAKE WORK PAY: RIGHT OF TRADE UNIONS TO ACCESS WORKPLACES"

November 2025



The Employment Rights Act 2025 will introduce a statutory right for independent trade unions to access workplaces, both physically and digitally, for the purposes of meeting, supporting, representing, recruiting, or organising workers, and facilitating collective bargaining. This is expected to come into effect in October 2026 and will potentially result in a significant shift in UK industrial relations.

The detail of how the new right of access will work is to be set out in secondary legislation and is the focus of this Consultation (CP) which focuses on: requesting and negotiating an access agreement; what should inform the Central Arbitration Committee's (CAC) determinations on whether access takes place or not and the level of fines for breaches of access agreements.

Set out below is a high-level overview of the proposed operational detail of the trade union access regime and the practical implications for employers.

Key issues

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|------------------------------------|---|
| 1 Access requests and responses | 2 Timeframes for responses and negotiations |
| 3 CAC Determinations | 4 Model terms |
| 5 Exemptions | 6 Duration of access agreement |
| 7 Fines and enforcement | 8 Timeframe/next steps |
| 9 Potential Practical implications | |

ACCESS REQUESTS AND RESPONSES

A request for access must be made in writing (email or letter), using government-provided templates. The union must specify (amongst other things) the group of workers it wishes to access, the purpose and type of access (physical and/or digital), date of first visit, the notice period the union will give between access being agreed and access taking place for

the first time, and any subsequent arrangements for notice, frequency, location, and membership numbers.

TIMEFRAMES FOR RESPONSES AND NEGOTIATION



CAC DETERMINATIONS

If access cannot be agreed, upon a reference to it, the CAC will determine whether access should be granted, guided by principles that access should not unreasonably interfere with business, that employers should take reasonable steps to facilitate access (but are not required to make significant structural changes (e.g., new meeting rooms or IT systems) and that neither physical nor digital access should be refused solely because the other is permitted.

The CAC may (not must) refuse access if another independent union is already recognised for the relevant group of workers. It may also refuse access if the employers would be required to allocate more resources than necessary (e.g., constructing new meeting spaces or implementing new IT systems) to facilitate access.

MODEL TERMS

The government will specify 'model' terms that the CAC must consider when determining the relative complexity of an individual application for access. Where the union's request for access is consistent with these 'model' terms, the CAC is expected to be more likely to consider that access should be granted. Model terms currently proposed are: weekly access (physical, digital, or both) and a requirement that there must be at least two working days' notice for each access event.

EXEMPTIONS

The government proposes exempting employers with fewer than 21 workers from the statutory right.

DURATION OF ACCESS AGREEMENT

Access agreements will have a maximum duration of two years, after which they must be renewed or revised.

FINES AND ENFORCEMENT

If a party considers that an access agreement has been breached it can complain to the CAC and the CAC can impose fines for non-compliance.

The Government's preferred approach to the level of fine is a proposed two-tier cap: £75,000 for a first breach, £150,000 for repeated breaches.

Proposed factors to be considered by the CAC when determining the level of fine include: gravity, duration and reason for breach, number of workers affected, organisation size, and compliance history.

TIMEFRAME/NEXT STEPS

The consultation closes on **18 December 2025**, and the right of access intended to come into effect by **October 2026**.

A further consultation on a statutory Code of Practice, providing practical guidance for unions and employers, will be held in **Spring 2026**.

POTENTIAL PRACTICAL IMPLICATIONS

- a. ***Strict internal protocols for responding to access requests:***
Employers will need to have prompt internal processes for identifying, reviewing, and responding to access requests within the five working day timeframe.
- b. ***Standardised Documentation and Record-Keeping:*** Staff will have to be trained and familiarised with the proposed government templates for responses and notifications to the CAC. Careful record-keeping will be essential for compliance and audit purposes.
- c. ***Negotiation Obligations:*** Clear internal processes/protocols for engagement should be established in advance to ensure that HR and legal can meet the proposed 15 working day period to

negotiate terms with the union (where an access request is not accepted outright).

- d. **Access Facilitation:** Logistical planning and operational adjustment (e.g., arranging meeting spaces, managing visitor access, or enabling digital communications) will be needed to facilitate union access (physical and/or digital) as agreed or determined by the CAC. Negotiating and managing access requests for larger or multi-site companies could give rise to some complexity.
- e. **Digital access governance:** Clarify which channels are in scope (e.g., email, intranet, webinars, MS Teams/Zoom), identity verification of union reps, acceptable distribution lists, recording rules, and security controls must all be addressed. The proposed Code of Practice may provide useful guidance on how this should be approached.
- f. **Monitoring Agreement Expiry and Renewal:** Access agreements will have a maximum duration of two years, after which they must be renewed or revised, requiring employers to monitor agreement timelines and prepare for periodic renegotiation.
- g. **Managing Multiple Unions:** Where a recognised union is already present, employers may need to manage requests from additional unions and the potential for workplace disruption or competing representation claim and ensure equal opportunities to avoid unfair advantage or inducement complaints.
- h. **Data Protection and Confidentiality:** Any data shared or processed in the context of access requests and union communications must comply with UK GDPR and the Data Protection Act 2018, especially where digital access is involved.
- i. **Training and Policy Updates:** HR, management, and legal teams will require training on the new statutory requirements, and internal policies and procedures will need to be updated to reflect the new legal landscape.

[Consultation: Make Work Pay: Right of Trade Unions to Access Workplaces](#)

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