

Making Work Pay: Consultation on Right of Trade Unions to Access Workplaces

Submission to the Department for Business and Trade

**Chartered Institute of Personnel and Development (CIPD)
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About the CIPD

The CIPD is the professional body for HR and people development. The not-for-profit organisation champions better work and working lives and has been setting the benchmark for excellence in people and organisation development for more than 100 years.

It has 160,000 members across all sectors and sizes of organisation and provides thought leadership through independent research on the world of work, and offers professional training and accreditation for those working in HR and learning and development.

Public policy at the CIPD draws on our extensive research and thought leadership, practical advice and guidance, along with the experience and expertise of our diverse membership, to inform and shape debate, government policy and legislation for the benefit of employees and employers. It also seeks to promote and improve best practice in people management and development and to represent the interests of our members.

General remarks

Many employers appreciate the potential mutual gains that working with recognised trade unions can bring. [CIPD research](#) (CIPD survey of 1,176 employers) published in October 2025 shows there is openness on the part of many employers to working with trade unions, with 56% agreeing that '*working in partnership with trade unions can benefit the organisation*'. Further, the majority of employers believe that unions provide essential protection for employees from bad management (55%).

Overall, our survey results are mixed in terms of employers' attitudes towards a new trade union access right, with 31% in favour, 21% against and 29% neutral on the issue (see Table 3 below). Private sector employers are significantly less likely to support and significantly more likely to oppose the new access right compared with public sector employers (30% versus 40% and 25% versus 8%, respectively).

With unionisation much lower in the private sector, this reflects the survey findings that show much greater opposition to all of the government's trade union related reforms under the Employment Rights Bill on the part of non-unionised employers compared with unionised ones. This includes attitudes towards the new right of access with 30% of non-unionised employers opposing it compared with 8% of unionised employers.

Broadly speaking, the smaller the organisation, the less likely it is to support the trade union access right - for example, 19% of private sector SMEs (with fewer than 250 employees) support versus 39% of large private sector employers (250 employees or more), while 31% of private sector SMEs oppose versus 19% of large private sector employers.

Table 3: To what extent does your organisation support or oppose the introduction of new rights for trade unions to access workplaces for recruitment and organising purposes? (%)

| | All | Unionised | Non-unionised |
|----------------------------|-----|-----------|---------------|
| Support | 31 | 51 | 21 |
| Neither support nor oppose | 29 | 22 | 33 |
| Oppose | 21 | 8 | 30 |
| Don't know | 19 | 19 | 17 |

Base: all (n=2,004).

Source: CIPD Labour Market Outlook – Spring 2025.

Submission

Section 1 - Requesting and negotiating an access agreement

General remarks

Whilst there are many potential benefits of collective voice to employers, including trade union representation, implementing a new specific trade union right to access workplaces to recruit and organise could have far-reaching implications for business operations and would also require resource on their part.

The proposals for access in Great Britain (and in Northern Ireland) already represent a potential seismic shift in employment relations for many businesses who are not used to dealing with trade unions. It needs to be managed carefully with adequate time and guidance provided for companies to adjust and develop their confidence and competence to work productively with trade unions. There is a risk that the legislation regulating new rights of access for unions could be overly prescriptive, process-driven and rigid. This could be counterproductive and not provide a platform for more effective employee voice and effective partnership working.

As a general principle, it would be helpful for employers and unions to align new trade union rights with existing legal arrangements, such as the statutory recognition process. This approach would help to reduce the regulatory burden on organisations, as well as support understanding of, and compliance with, the new rights and obligations.

There is significant focus in relation to the new access right in this consultation and the previous one on enforcement and punitive action on the employer. Effective enforcement is obviously important but needs to be balanced with a commitment to upskill employers and encourage effective partnership working between unions and employers. This includes upholding accountability and expected standards of behaviour on the part of unions as well as employers.

Therefore, we believe that more flexibility and longer timescales are needed to allow more time for the employer and union to negotiate an access agreement before one is imposed by the CAC or penalties applied. It is far preferable, in the interest of longer-term productive employment relations, to allow a lengthier negotiation phase that includes the ability of the CAC to grant extensions to the time limit and for the support of Acas advisory services. Having the benefit of an expert third party service could stand an organisation in good stead to build a

problem-solving partnership approach and manage negotiations further down the line if union(s) request a recognition agreement.

Moreover, our members have expressed concern about what physical access to workplaces will mean at a practical level, beyond frequency of access. How will union officials meet in a meaningful way with union members or prospective members? How would this work in terms of releasing employees from their duties? What length of time should be applied to an access visit and where would it take place if there is no suitable venue? Feedback from members underlines the point that a large proportion of employees don't work in office-based locations and could be working shifts with no straightforward opportunity to convene a collective meeting. Allowing access for trade unions is the right approach in principle but more consideration is needed to ensure that there is not a disproportionate amount of disruption to an employer's business, for example to operations involving production and manufacturing schedules. Guidance is needed to set parameters and expectations around length of visits to take place in employees' own time, for example.

There is concern about what digital access means, with very little information so far to clarify what this would mean in practice, and how a digital right of trade union access would operate in line with data protection law, health and safety obligations, visitor protocols and safeguarding responsibilities, depending on the nature of the business.

We are also concerned that there should be appropriate checks and balances in place to ensure that the information unions communicate to members and prospective members is accurate and not defamatory in any way about the employer.

Question 1 - Do you agree access requests and responses should be made in writing?

Yes.

Question 2 - Do you agree access requests and responses should be provided directly via email or letter

Yes.

Question 3 - Do you agree access requests and responses should be made through a standardised template provided by the government?

Yes.

Question 4 - Do you agree with the proposed information to be included in a trade union's request for access?

Yes.

Question 5 - Do you agree with the proposed information to be included in an employer's response to a trade union's access request?

Yes.

Question 6 - Do you agree with the proposal on how the parties should notify the CAC that an access agreement has been reached?

Yes.

Question 7 - Do you agree with the proposed time period of 5 working days for the employer to respond to the trade union's request for access?

No. Feedback from our CIPD members firmly shows that five working days is not long enough for all employers to necessarily provide a meaningful response to a trade union's request for access. Even at a logistical level, specific managers or other key personnel who need to be involved from the outset in negotiating an access agreement may not be available. There may need to be discussions involving several employees to give proper consideration to the union's approach for access. An employer could also be dealing with more than one, even multiple, access requests within a similar timescale. There needs to be some balance applied if there are multiple requests for access at the same time, or this could represent a considerable burden for employers that is not merely administrative. One approach could be for an employer to be obliged to deal with only one request for a specific group of workers at any one time.

This feedback was provided in the spirit of people professionals wanting to approach union access arrangements properly, with due consideration, rather than approaching it through a rapid 'tick box' exercise.

Specific points made by CIPD members during roundtables the CIPD ran include:

- There was concern about what would happen on the employee side? If they are attending meetings with the union this would have to be outside of working hours or given as paid time off. At short notice this can be disruptive, depending on the operational needs of the business.
- Clarification is needed on what "respond" means, ie simply acknowledging receipt or providing a full response.
- Being prescriptive can negatively impact industrial relations. Why are strict time frames needed, and can there not be some flexibility to support more genuine dialogue? **If a specific timeframe is needed, many thought that one month was practicable.**
- Many expressed concern that some employers (particularly very large ones) could potentially have to manage multiple access arrangements.
- Only one union should be able to make an access request at any one time.

Question 8 - Do you agree with the proposed time period of 15 working days for the employer and trade union to negotiate the terms of an access agreement?

No. Again, the feedback from our membership is that the proposed timescale is not realistic and too short for both sides to discuss and negotiate a meaningful access agreement. There may need to be several discussions to iron out the practical details of how access will work in practice which would hopefully lay the basis for future productive partnership working between an employer and the union(s). Large organisations could face delays due to complex internal processes and decision-making layers.

Commented [BW1]: members suggested employers should be required to respond within one month in one of the focus group discussions I was in

We agree there would need to be some framework regulating the timelines and a more reasonable timeframe to allow for meaningful dialogue to negotiate the terms of the access agreement, which would be in the range of four to eight weeks.

Commented [AS2]: @Rachel Suff - in this sentence do we mean we/our members would like the timeframe to be 4-8 weeks?

Question 9 - Do you agree that there should be a limit of 25 working days for a party to request that the CAC make a decision on access following an access request being granted?

No. As above, there should be a longer and more flexible timeframe for the process. Any process should allow flexibility for the CAC to grant extensions to this time limit where it believes that there is a genuine intention to reach a voluntary access agreement. This would align more with the current arrangements for the [CAC to grant extensions during most stages of the statutory recognition process](#) as long as it gives the parties notice of the extension and states the reasons for the extension. Further, we believe that Acas, if adequately resourced, could have an important role to play in working with both parties to reach a mutually acceptable access agreement before the imposition of an order by the CAC.

We also have some concerns that the CAC may not have the capacity to deal with access requests in a timely manner given the proposed very tight timescales. Access arrangements and enforcement of them will be a new area of work for the CAC and it's essential that the CAC is adequately resourced to deal with its new responsibilities.

Section 2 - Central Arbitration Committee (CAC) determinations

General remarks

We welcome the Government's aims for 'modern industrial relations' set out in this and other consultations. However, they will only be achieved if the reforms are underpinned by an effective infrastructure. The role of the CAC, Acas and the Employment Tribunal are crucial to their achievement. The proposals in this consultation place significant additional responsibilities on the CAC and government will need to ensure that the CAC has the resources and expertise it needs to fulfil these when implemented.

The same applies to Acas and the Employment Tribunal system. Acas collective conciliation and other dispute resolution and advisory services play a fundamental role in helping both parties to find mutually acceptable solutions, which is a far more preferable approach than moving too quickly to enforcement. Acas needs additional resources to ensure it can continue to support collective voice in the context of these reforms. We note the [Statutory Instrument recently agreed in Parliament](#) doubling the period within which Acas must fulfil its duty to conduct Early Conciliation (from six to twelve months) given the high demand for this service. This may be necessary at the current time but has further increased the lengthy timelines that workers must experience in accessing justice through the dispute resolution service. It further underlines the serious systemic failures and inadequate resourcing of the employment relations infrastructure.

Question 1 - Do you agree that employers with fewer than 21 workers should be exempt from the right of access policy?

There are pros and cons in respect of a 'yes' or 'no' response. We understand the government's rationale for setting parameters for union access based on employer size - small employers typically have no HR or industrial relations expertise and negotiating an access agreement could represent a significant additional regulatory burden on them. At the same time, it's unlikely that small employers will necessarily need to deal with many access requests as it's typically larger employers that are most likely to receive requests.

We do appreciate the government's rationale for proposing a threshold of 21 workers that aligns with the current statutory trade union recognition scheme. Further, as the consultation rightly points out, applying a threshold for access would not prevent employers and unions voluntarily agreeing access outside of the statutory framework with employers who employ fewer than 21 workers.

At the same time, we are mindful of principles such as fairness and equity, and setting a threshold that would still automatically exclude some workers from having access to a union just because they work in a business with a workforce that numbers 20 and not 22 workers, for example. There are more than [four million workers based in private sector businesses](#) with one to nine employees alone. Together with the number of businesses with 10 to 20 workers, these numbers represent a significant proportion of the UK labour market.

However, on balance we agree with the government's proposal to exempt employers with fewer than 21 workers.

Question 2 - Do you agree that the CAC should refuse access unless the access agreement specifies that there will be a minimum of 5 working days between when the terms of the initial access agreement are finalised and when access takes place for the first time?

In line with our comments in Section 1, we believe that a blanket time period of five days from the notification of the CAC's decision to prepare for access may not be sufficient for some employers and in some circumstances. In particular, for an employer that is not used to working with a union and will have to set up arrangements for the first time, more time could be needed to manage even the logistics in the context of what is a typically intense operating climate for most businesses.

Although we note the government's acknowledgement that there may be circumstances where the CAC considers there should be more than a five days' notice period, it makes more sense to set a wider timescale at the outset, thus also reducing the enforcement burden on the CAC in adjudicating on individual access requests and arrangements. Therefore, we believe that the minimum notice period should be no less than 15 working days.

Question 3 - Do you agree that access agreements should expire two years after they come into force?

Yes.

Question 5 - Do you agree that the presence of a recognised union representing the group of workers to which the union is seeking access be considered a reasonable basis for the CAC to refuse access to another union?

We are mindful of the potential for such a situation to develop as a 'closed shop' and as a principle it should be within workers' rights to choose the union it wants to have contact with. However, we are also mindful, as are our members, that there could be considerable disruption to an organisation's collective bargaining arrangements whereby union recognition and employment relationships are already well established and have been carefully nurtured by the employer and union sides. This could be exacerbated where 'single issue' or so-called 'pop up' unions want to gain access. Therefore, on balance we agree with the proposal that the presence of a recognised union representing the group of workers to which the union is seeking access be considered a reasonable basis for the CAC to refuse access to another union.

However, we believe this is an example of the risk of taking a blanket approach and imposing overly restrictive statutory requirements and the importance of the CAC having the resources and scope to consider each access request on its own merit. There could equally be a situation where existing recognition arrangements are not working effectively for either the workforce and trade union members, or the employer, and in that scenario - where workers want access for a different union - it would be conducive for better employment relations to allow access for another independent trade union.

Question 6 - Do you agree that an access application that would require an employer to allocate more resources than is necessary to fulfil the agreement (e.g., constructing new meeting places or implementing new IT systems) should be regarded as a reasonable basis for the CAC to refuse access?

Yes.

Question 7 - Do you agree that weekly access (physical, digital or both) be included as a model term in access agreements to help support regular engagement between trade unions and workers?

No. There are significant challenges in attempting to implement a 'one-size-fits all' approach to agreeing frequency of access arrangement. Organisations will vary significantly in their approach to collective voice and union representation and access arrangements. Providing for weekly physical access in particular is not reasonable and could impose a disproportionately onerous burden on some employers, particularly smaller businesses operating in a tight operational environment without the resources to disrupt production or service delivery routines and provide additional cover to free up workers to meet with union officials.

There should be flexibility built into the framework, but as a minimum baseline our CIPD members are of the view that monthly access should be adequate. However, to make the access arrangements meaningful for the workforce and the organisation, it was felt that access should be given as and when needed if union relationships are truly meant to support a partnership approach and underpin mutuality.

Specific points made by CIPD members during roundtables the CIPD ran include:

- A rigid timeframe should not be imposed - access frequency should be negotiated between the union and employer as each situation is different.

Commented [BW3]: some members would want this minimum baseline to be every three or six months

Commented [RS3R2]: There was wide variation in the feedback from the roundtable I hosted and the 121 interviews - but some like Mustafa thought weekly was reasonable!

- Smaller organisations may lack intranets or have minimal HR capacity.
- There was agreement that organisations should have legal protection if they operate within clearly defined guidelines, to avoid unions testing the boundaries of access rights.

Digital access - much more clarity needed on what this could mean in practice, eg:

- Genuine concern as to what “digital” actually means. What about GDPR? Data can only be used for the purpose it was intended.
- Digital comms should be approved by business leaders to maintain oversight and prevent overreach.
- Some workplaces already use digital comms for union access, eg:
 - WhatsApp groups
 - Dedicated intranet or SharePoint page for union communication
 There should be an option for employees to opt out of receiving digital communications from a trade union

Question 9 - Do you agree that access agreements include a commitment from the union to provide at least two working days’ notice to the employer before access takes place?

No. Again, this timescale is not adequate or practicable and should be longer. As a minimum the timescale should be a minimum of 7 to 10 days. This will help to ensure that there is enough time at a logistical level, for example to arrange availability of rooms and facilities etc.

Commented [BW4]: This should be minimum of 7 - 10 days

Question 10 - Are there any further matters to which you think the CAC must have regard when making determinations on access? If so, what are they? For example, you might want to suggest practical, legal or workplace-specific considerations that haven’t already been covered.

Commented [BW4R2]: according to members in Birmingham focus group

Commented [BW4R3]: will need notice to check room/facilities available or organise/check digital communication/access

The CIPD is concerned about a situation whereby an employer could receive multiple requests for access from different unions. Therefore, we believe that an employer should only be required to deal with one access request at a time.

We are also concerned about the information that a union communicates to an employer’s workforce as part of an access agreement, and what checks and balances there will be to ensure that the information about an employer is accurate and not defamatory. We believe that the employer should have the right to have prior sight of the information that a union intends to send to its workforce

Commented [BW5]: should we also say that an employer/senior manager should have the right to be present at any physical meeting to ensure that the information provided to staff about the organisation/management decisions relating to the workforce is accurate?

Section 3 - Maximum value of fines and how the value of fines for breaches are determined

General remarks

We appreciate that the process of negotiating an access agreement can be unnecessarily drawn out if overly long, and could increase the potential for unfair practices by some employers. However, more robust action by the CAC and the speedier imposition of notice needs to be balanced with the need to engender a

Commented [RS5R2]: I am not sure we can recommend this ? If the union is there to engage with members or potential members it could be intimidating for the workers present

problem-solving and partnership approach to employment relations between the union and the employer.

We believe there should be a proportionate approach to enforcement, in line with one of the four espoused principles set out in the Government's previous consultation on building a modern industrial relations framework. As a broad principle, there does need to be consequences for non-compliance. However, given that agreeing an access agreement could be very new employment relations territory for many employers, an enforcement approach based too strongly on deterrence and facing considerable potential financial penalties should be balanced with a firm emphasis on encouraging compliance and good practice.

It's essential that employers understand the need to adopt productive employment relations practices in preparation for the new access right and other trade union reforms, and Government - working with employment bodies and professional membership organisations such as the CIPD - has a key role to play in upskilling employers and trade unions to manage these reforms in practice. There will then hopefully be less need for the CAC to use its new powers and implement penalty fines.

As a trusted and independent third party, Acas' conciliation services are very effective in resolving collective issues and helping the parties to reach a mutually acceptable agreement. Their advisory services will be very valuable in supporting employers to work with trade unions under the new industrial relations framework, and it's essential that they are given adequate resources to enable them to support employers with their new duties under the trade union reforms. Acas used to have a specific duty to encourage collective bargaining. It still plays a crucial role in promoting the improvement of industrial relations but there is certainly scope to bolster its remit and strengthen its ability to upskill organisations in working with trade unions, given the considerable trade union reforms taking place. To this end, the CIPD and Acas have been collaborating to develop and launch a new learning intervention for organisations on how to work with trade unions.

Given the lack of skills in many organisations dealing with trade unions and access arrangements for the first time, there needs to be some flexibility in the process to allow for external advice and support, eg by the CAC granting extensions to the process, as well as more upfront and proactive guidance, education and training on how to navigate recognition and access agreements. Otherwise, relationships between the union and employer could get off to a bad start before the union has been given access, let alone been recognised.

Question 1 - Which of the following options do you consider most appropriate for setting the maximum value of the fine?

We believe that both Option A (setting a fixed maximum fine of £75,000) and Option B (a two-stage system: £75,000 for initial breach and up to £150,000 for repeated breaches) is disproportionately high, a view supported by our membership. For small employers in particular, operating on very tight margins, the size of the fines could be catastrophic for the future of the business. Rather than imposing a blanket amount of fine on all employers, should there not be some consideration of business size/resources? Our members feel that more clarity is needed on what would amount to a breach.

We understand the need for deterrence as part of effective enforcement, but this

Commented [AS6]: is it worth briefly mentioning the upcoming CIPD/Acas learning course so the gov knows we have a resource that can support?

needs to be proportionate, and part of a more balanced approach. Further, the proposed enforcement regime is weighted heavily on dealing with non-compliance instead of putting in place effective information, advice and guidance to encourage compliance by employers in the first place.

There should be more emphasis and investment on upskilling employers, particularly those that are not currently unionised, to ensure they have the knowledge, capability and confidence to work with unions and set up effective access arrangements as a foundation to develop a voluntary recognition agreement. More work is needed to promote the benefits of working collaboratively with unions. Imposing an unnecessarily punitive penalty scheme could be counterproductive and not encourage a positive attitude to the unions as part of an effective industrial relations framework.

Financial penalties should be a last resort. Any penalty regime would need to be flexible, proportionate and take account of the conduct of the trade union as well as the employer and the size and resources of the organisation.