Good Work Lab

FREE EMPLOYER GUIDE / NOVEMBER 2026

Trade Union Workplace Access: 17 Employer FAQs

What the new statutory access regime means, how the timetable works, and the decisions employers need to make.

Based on Good Work Lab's 4 November 2026 workplace access webinar and the accompanying statutory framework. Updated to clarify the 21-worker test for associated employers and the 13-week workforce calculation.

THE ESSENTIAL DISTINCTION
Workplace access and collective bargaining recognition are not the same legal right. The way an employer responds to access may nonetheless shape its future Industrial Relations relationship.

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Start here: three decisions that cannot wait

A statutory access request should not be handled as an ordinary facilities or security enquiry. The date of receipt starts a defined statutory process, and employers need a clear decision-maker, evidence about the workplaces concerned, and an informed position on the proposed access terms.

DO NOT MISS THESE NUMBERS
15 working days: ordinary employer response period.
25 working days: negotiation period following the response notice.
55 working days: ordinary CAC application deadline from the original request (potentially 70 in prescribed circumstances).
21 workers: assess the employer together with associated employers and both statutory workforce measures.

THE 21-WORKER RULE — WORKED EXAMPLE

Company A employs 12 workers at the location named in a request. It is associated with Company B, which employs 26 relevant workers. Assuming the association and counting rules apply, Company A cannot safely treat the request as excluded simply because its own site has fewer than 21 people. The combined employer figures and the 13-week average must be checked.

Employer FAQs

01 What is the new statutory workplace access right?

The framework enables qualifying independent trade unions to request arrangements for union officials to meet or communicate with workers for specified purposes, including support, representation, recruitment, organisation and facilitating collective bargaining. Access can be physical, digital or a combination. It is a formal process for agreeing workable terms, not an unrestricted right to enter premises whenever a union wishes.

Reference: TULRCA 1992, Chapter 5ZA; statutory Code, paragraphs 9-18.

02 Does the union have to be recognised already?

No. Workplace access and collective bargaining recognition are separate legal processes. A qualifying independent union may seek access without an existing recognition agreement. Providing access does not itself confer recognition or require collective bargaining. A union may nonetheless use meaningful access to build relationships and membership support.

Reference: TULRCA 1992, Chapter 5ZA and Schedule A1; Code, paragraphs 9-18.

03 Does the 21-worker threshold apply separately to each company or workplace?

Not necessarily. The statutory test takes account of the employer and any **associated employers**. A company employing only 12 workers may fall within the regime if it is associated, within the statutory ownership and control rules, with another employer whose workers bring the combined count within scope. Equally, a union may request access to a workplace or defined group with fewer than 21 workers where the relevant employer meets the threshold. The number of workers named in the request is not the sole test.

Reference: Code, paragraph 21; Right to Access Workplaces Regulations 2026, regulation 7.

04 How is the 21-worker headcount calculated?

The exclusion for smaller employers depends on **both** the number of relevant workers on the day the request is received **and** the average number across the 13 weeks ending on that day. In the statutory rules, the CAC cannot grant access on this ground where **both figures are fewer than 21**, after taking account of associated employers and the relevant counting rules. The 13-week average is calculated by adding the worker count for each of the 13 weeks and dividing by 13. Employers should establish their figures before deciding that an access request is out of scope.

Reference: Right to Access Workplaces Regulations 2026, regulation 7; Code, paragraph 21.

05 Can we reject a request because the union has not used the Code's template?

Not merely for that reason. The Code provides an access request template, but its use is encouraged rather than mandatory. Examine the information actually provided, identify any gaps and engage promptly with the union. Preserve the original request, including when it was received, because that date is crucial to the statutory timetable.

Reference: Code, paragraphs 26-30 and access request template.

06 What are the key statutory deadlines?

The employer's ordinary response period ends on the **15th working day** after the day the access request was given. The negotiation period generally runs for **25 working days** after the response notice is given. A CAC application is ordinarily subject to a **55-working-day** limit running from the **original request**, not from the response notice. The CAC may extend that limit to **70 working days** in the prescribed circumstances. Keep three separate clocks; internal forwarding does not restart them.

Reference: Code, paragraphs 30, 33 and 36-44; Right to Access Workplaces Regulations 2026, regulations 3-5.

07 Can the parties extend deadlines by agreement?

The parties can agree an extension to the employer's response period in accordance with the Code. Constructive negotiations may also continue beyond the 25-working-day negotiation period using the process described in the Code. However, do **not** assume an informal agreement suspends the separate CAC application deadline. Record the agreement in writing, check the applicable procedure and preserve the original request date.

Reference: Code, paragraphs 33 and 38-44.

08 Can we offer physical access instead of digital access, or vice versa?

Not as an automatic substitute. The access principles do not permit an employer to refuse one type of access **solely** because the other is available. Consider each proposed channel on its merits, supported by evidence about reach, practicality, security, workforce patterns and business impact. The employer may propose reasonable alternatives where necessary.

Reference: TULRCA 1992, section 70ZF; Code, paragraphs 20-22 and 97-104.

09 How often must we allow union access?

There is no single universal frequency. The arrangement should specify the frequency, duration, location or channels, required notice and administrative contacts. The terms should provide meaningful access while avoiding unreasonable interference with business operations. For shift-based, multi-site or remote workforces, one meeting time or channel may be insufficient.

Reference: Code, model terms and paragraphs 59-94.

10 Must access take place during paid working time?

Access will usually be arranged during normal working hours, with timings that minimise unreasonable disruption and allow relevant workers a reasonable opportunity to engage. The Code addresses payment where workers attend union access meetings with the employer's agreement during working time. The practical terms should also consider breaks, shift handovers and workers whose schedules differ from ordinary office hours.

Reference: Code, paragraphs 79-83 and 88-94.

11 Can we restrict access where children or vulnerable adults are on site?

Safeguarding and the rights of service users are legitimate considerations, but not an automatic blanket exemption. Identify the specific risk: for example, protected areas, confidentiality, supervision or infection-control requirements. Consider designated staff spaces, visitor induction, appropriate times, restricted routes and other arrangements that enable meaningful access without compromising safeguards.

Reference: TULRCA 1992, section 70ZF; Code, access principles and practical arrangements.

12 What if access creates health, safety or security risks?

Assess the actual risks and document them. A supported objection to a particular location, time or method may justify proposing a safer alternative; a generic assertion that access is 'disruptive' is not enough on its own. Coordinate input from operations, facilities, health and safety, safeguarding, security and Industrial Relations, with an authorised lead negotiator.

Reference: Code, paragraphs 47-50 and 59-94.

13 How do digital access and workers' personal data interact?

Digital access can be arranged through an employer-distributed message, a stand-alone union communication, an online meeting or another agreed channel. That does not automatically entitle a union to workers' personal contact details or direct control of employer IT systems. Direct disclosure of personal data requires compliance with the specific statutory consent provisions and data protection law. Choose arrangements that can reach workers without routine work email, while protecting privacy.

Reference: TULRCA 1992, section 70ZL; Code, paragraphs 97-104.

14 How long can an access agreement last, and what happens at expiry?

The prescribed framework requires an access agreement to provide for automatic expiry no later than **two years** after it is made or treated as made following a CAC determination. Parties may agree an extension or replacement in accordance with the applicable statutory provisions. If no extension or replacement is agreed, the arrangement can expire; the union may make a further qualifying statutory request. The employer should diary the expiry and review arrangements in advance.

Reference: Right to Access Workplaces Regulations 2026, regulation 11; TULRCA 1992, section 70ZG.

15 What happens if the employer and union cannot agree?

Either party may be able to refer the dispute to the **Central Arbitration Committee (CAC)** within the applicable statutory period. The CAC assesses the request and relevant evidence against the statutory requirements and access principles, and may determine whether access is granted and on what terms. The employer should preserve its response, reasons, alternative proposals and operational evidence from the outset.

Reference: TULRCA 1992, sections 70ZE-70ZF; Code, paragraphs 43-50.

16 Are there financial penalties for non-compliance?

Yes, but distinguish the initial access-request process from the **enforcement process for breaches of an access agreement**. The statutory scheme provides for CAC consideration of complaints, findings and, where the applicable stages and conditions are met, potentially substantial financial penalties for further breaches. Employers should brief the managers responsible for implementation and monitor compliance with the terms actually agreed or determined.

Reference: TULRCA 1992, sections 70ZH-70ZK; Code, enforcement section.

17 Who should own the request internally?

Treat it as an Industrial Relations matter requiring accountable ownership. Nominate a central process lead, record the request date, calculate deadlines, establish authority to negotiate, and bring in legal, operations, facilities, information governance and health and safety specialists as required. A request should not be left with reception, site security or a local manager to handle independently.

Reference: Good Work Lab practitioner guidance informed by the webinar.

Employer action checklist

On receipt: log the request, original receipt date and proposed terms; check that the union is qualifying and that statutory purposes and workers are identified.

Before responding: calculate the individual and associated-employer workforce figures, including the request-date and 13-week tests; verify workplaces, shifts, existing arrangements and operational constraints.

During negotiation: nominate an authorised lead, develop evidence-backed proposals, consider physical and digital access separately, and keep records of alternatives and reasons.

At agreement: document workable terms, complete the required CAC notification, brief the people who must deliver access and diary review and expiry.

GOOD WORK LAB'S 3 Cs
Compliance: meet statutory obligations and deadlines.
Control: maintain clear governance, evidence and negotiating authority.
Collaboration: seek workable arrangements without turning access into an unnecessary confrontation.

Sources and important information

Prepared using the Good Work Lab webinar *A Trade Union Wants Access to Your Workplace. What Now?* (4 November 2026), its accompanying presenter notes, and referenced provisions of the Trade Union and Labour Relations (Consolidation) Act 1992 (Chapter 5ZA), the Trade Unions (Right to Access Workplaces) Regulations 2026, the statutory Code of Practice *Right of trade unions to access workplaces*, and the related required-information regulations.

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Need to manage an access request? Good Work Lab supports employers with trade union access and recognition, collective bargaining, industrial disputes and outsourced Industrial Relations advice.

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