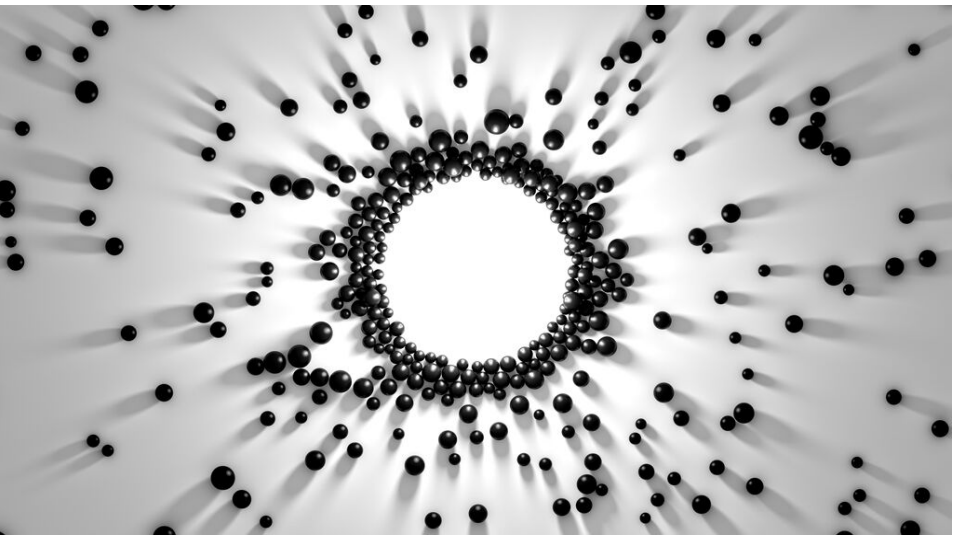

A&O SHEARMAN

Checklist: preparing for a trade union workplace access request

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The Employment Rights Act 2025 will introduce a statutory right for recognised and unrecognised trade unions to request "access agreements" with employers, giving union officials physical and digital access to workers for specific purposes. This is expected to increase union activity, including in non-unionised workplaces. For more detail, see our blog, Opening the doors: a new era for union workplace access.

This checklist is a planning tool to help employers with 21 or more workers consider key issues and actions in advance of the new regime, taking effect on 30 October 2026. It reflects the final Code of Practice and related draft regulations on procedure, timelines and prescribed information, and will be updated as further detail becomes available. For guidance on preparing for trade union recognition requests (following changes that took effect from 6 April 2026), see our separate checklist.

PREPARE

☑ Identify who will be responsible for receiving, triaging, negotiating and authorising workplace access requests.

☑ Identify business areas most likely to receive requests, considering factors such as existing union presence, collective issues or disputes, restructurings, pay or policy changes, high staff turnover, remote or hybrid teams, and M&A activity involving unionised parties.

☑ Consider whether to negotiate voluntary access agreements outside the statutory regime and enforcement framework. Where a satisfactory voluntary arrangement is already in place, consider maintaining it rather than seeking to formalise it through the statutory process.

☑ Review upcoming change management or restructuring plans and factor potential access requests into plans, communications and timelines.

Develop a negotiation strategy and short-form agreement/heads of terms, identifying negotiable and non-negotiable points and ensuring proposals align with the CAC access principles while avoiding anything that could imply or concede recognition.

Assess what physical and digital access you can reasonably facilitate, bearing in mind that CAC model terms – including up to weekly access and minimum notice of five working days before the first access occasion and two working days thereafter – are likely benchmarks, but with scope for tailored arrangements. Consider use of existing facilities and communication channels, worker availability, and what can be accommodated across sites, shift patterns, remote teams, peak periods and for workers on leave without significant changes to premises or IT systems or unreasonable business disruption.

Set reasonable instructions for union officials' access, including health and safety, security, identification, conduct, data protection and privacy requirements, and any appropriate measures to protect confidential information.

Where premises are controlled by a third party, liaise early so access can be accommodated; for multi-site employers, decide how terms will apply across locations.

Plan how to safeguard worker-union privacy, including by ensuring employer representatives do not attend union meetings unless invited, listen in, record, monitor or press workers to disclose what was discussed. Consider with the union how privacy will be protected where CCTV or recording equipment may capture access activity.

Plan how you will identify and protect legally privileged documents and ensure UK GDPR compliance, including having a lawful basis and, where needed, a special category data condition for trade union membership. Minimise data collection, restrict access on a need-to-know basis, and update privacy notices and retention schedules. Where workers' personal contact details may be shared with the union for direct digital access, use a consent process that protects their privacy and avoids them having to disclose their interest in union contact to you (as the employer).

RESPOND AND NEGOTIATE

Check any request against the prescribed information requirements, using the Code's optional Trade Union Access Request Template as a guide. Confirm that the union holds a certificate of independence and has provided all required information, including the permitted purpose, the type, frequency and proposed terms of access, and the workers covered.

Prepare the employer response by reference to the prescribed information requirements, using the Code's optional Employer Response Notice Template as a guide. State whether the request is accepted or rejected in full or in part, identify any rejected elements and reasons, and request/provide information needed to progress negotiations.

Use your agreed access parameters and any relevant CAC model terms to frame your response and negotiation position.

☑ Consider whether any CAC refusal grounds may apply, distinguishing between mandatory grounds such as minimum notice, maximum two-year term, national security and criminal offence issues, and discretionary grounds such as overlapping recognition or access arrangements, another live access request, or health and safety risks.

☑ Put in place a protocol for receiving and responding to requests, tracking statutory timelines, including the 15-working day response deadline, the 25-working day negotiation window and CAC referral deadlines, and coordinating stakeholders such as IT, security, health and safety, site management and communications. Use the negotiation window to apply your parameters, resolve issues and keep records evidencing good-faith negotiation.

☑ Notify the CAC when an access agreement is agreed, varied or revoked, using the Code's optional templates where helpful.

TRAIN

☑ Design training for relevant staff on the access principles, permitted physical and digital access, reasonable instructions for union officials, appropriate engagement with union representatives, data protection, legal privilege, and the enforcement and penalties regime.

ENGAGE

☑ Consider how you will explain to staff why access is being facilitated, how it will work, and the protections against detriment/dismissal for union activity and unlawful inducements relating to collective bargaining. Decide when it will be appropriate to brief senior leadership.

☑ Track access requests, themes and employee relations impacts so these can feed into future negotiations, recognition risk assessments and bargaining unit mapping.

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