central arbitration committee

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TRADE UNION RIGHT OF ACCESS TO WORKPLACES

A Guide for the parties to the role of the Central Arbitration Committee (CAC)

Introduction

1.1 This Guide is a practical guide. It should not be relied on as a statement of the law. Parties who wish to understand their rights and obligations fully should study the Trade Union and Labour Relations (Consolidation) Act 1992, as amended by the Employment Rights Act 2025, the Trade Unions (Right to Access Workplaces) Regulations 2026, the Trade Unions (Right to Access Workplaces) (Required Information) Regulations 2026 and the Code of Practice: Right of trade unions to access workplaces, or seek legal advice. Further non-statutory guidance may be published by the Department for Business, Innovation, Science and Trade.

1.2 This Guide is intended to assist parties dealing with the CAC under the statutory right of access framework. It does not repeat the Code of Practice. The Code gives detailed guidance on the conduct expected of unions and employers when access requests are made, considered and negotiated, and on the principles and factors relevant to workplace access. Parties should consult the Code alongside this Guide, and any CAC forms or notes issued for right of access applications or complaints.

1.3 Throughout this Guide, references to “union” should be read as references to “unions” in cases where an application is brought by more than one union. References to “employer” should include any person treated as an employer for the purposes of the relevant provisions. References to “workplace” should be read as references to “workplaces” where appropriate. References to “the parties” mean the union and the employer involved in the access request, access agreement or related CAC proceedings. References to a “working day” is any day that is not: a Saturday or Sunday; Christmas Day; Good Friday; or a bank holiday under the Banking and Financial Dealings Act 1971 in the relevant part of Great Britain.

The Central Arbitration Committee

2.1 The Central Arbitration Committee (CAC) is an independent tribunal with statutory powers. Its Chair is Stephen Redmond. The CAC has responsibilities in areas including trade union recognition and derecognition, the disclosure of information for collective bargaining, applications and complaints related to information and consultation arrangements, statutory workplace access matters, and disputes over the establishment of European Works Councils where negotiations commenced, but were not concluded before 1 January 2021, and disputes over the operation of European Works Councils.

2.2 The CAC’s aim is to achieve fair and lasting solutions to disputes, having regard to the continuing relationship between the parties. Its approach is flexible and one of problem-solving. Where appropriate, the CAC will encourage the parties to agree effective workplace arrangements.

2.3 The CAC is composed of the Chair, Deputy Chairs and members with experience as representatives of employers and employees. Members are drawn from a wide range of industries and services in the public and private sectors and have extensive experience in industrial relations. A Panel will be appointed to deal with each right of access application or complaint received by the CAC. A CAC Case Manager will also be appointed. The Case Manager will act as the main point of contact for the parties and will explain the CAC’s procedures. Although the CAC is required to make

decisions under the statutory provisions, it will, where appropriate, encourage the parties to resolve matters by agreement. The provisions allow for an application to be considered by a Panel Chair sitting alone. Paragraph 9.6 below explains the circumstances in which this may happen.

The right of access provisions

3.1 The right of access provisions enables a qualifying independent trade union to request access to a workplace for statutory access purposes. These purposes are meeting, supporting, representing, recruiting or organising workers, and facilitating collective bargaining, but do not include organising industrial action. Access is subject to the limits set out in the legislation and the Code of Practice.

3.2 Access may involve physical entry to a workplace, communication with workers by digital or other means, or both. Access arrangements should not unreasonably interfere with the employer's business and may include appropriate conditions or safeguards where necessary.

Making an access request

4.1 Before making an application to the CAC, the union must have made a written and dated access request to the employer. Unions should use the ***Union Request Template*****,** which can be found on the CAC's website. The request must contain specific information required by the legislation and must have been given to the employer in the manner required by the legislation. Further guidance on making an application to the CAC is set out at paragraph 5.1.

4.2 The employer's response period ends at the end of the 15th working day after the day on which the access request is given. If the employer gives a response notice before the end of that period and the terms of access are not agreed, the parties then enter into the negotiation period. The negotiation period ends at the end of the 25th working day after the day on which the response notice is given.

4.3 Where the parties enter into an access agreement by negotiation, they must jointly notify the CAC of the terms of that agreement by e-mail: Access@cac.gov.uk. The notification may be given by either party on behalf of both parties. It must be in writing and dated, confirm that the agreement is being entered into under the statutory right of access framework, be signed by or on behalf of both parties, and include a copy of the access agreement. A proforma for this purpose can be found on the CAC's website at www.cac.gov.uk.

4.4 Where the parties agree to vary or revoke an access agreement, they must jointly notify the CAC of the variation or revocation by e-mail at the address set out above. The notification may be given by either party on behalf of both parties. It must be in writing and dated, state that the variation or revocation is being made under the statutory right of access framework and be signed by or on behalf of both parties. If the notification relates to a variation, it must identify the terms of the existing access agreement that are to be varied and provide a copy of the access agreement containing the new terms. A proforma for this purpose can be found on the CAC's website at www.cac.gov.uk.

Making an application to the CAC

5.1 An application may then be made to the CAC where the employer has not given a response notice before the end of the response period or where the employer has given a response notice and the negotiation period has ended without the union and the employer agreeing in writing the terms on which officials of the union are to have access. (see para 4.2 above).

5.2 An application must be made within 55 working days from the date the original access request was given. The CAC may extend that period to 70 working days where it considers that it was not reasonably practicable to apply within the 55 working day period.

5.3 The relevant form should be completed in as much detail as possible. The applicant should complete the form in the knowledge that it, and any supporting documents sent with it, will be copied to the other party. The application should

therefore not contain confidential worker details, commercially sensitive material or unnecessary personal data unless the applicant is willing for that material to be copied to the other party or the CAC has specifically requested it.

5.4 When the CAC receives a right of access application, it will copy it to the other party and invite that party to provide a response. The response will in turn be copied to the applicant and to the Panel appointed to deal with the application. The Case Manager will then contact both parties to explain the course of action the Panel has decided to take.

5.5 The CAC cannot accept a right of access application unless the statutory requirements for making it have been met.

5.6 Those requirements include that a qualifying trade union has made a written and dated access request to the employer, that the employer has 21 or more workers overall, that the request contains the information required by the legislation, and that it has been given to the employer in the manner required by the legislation. This means that the request must be sent either by post, or delivered in person, to the employer's registered office, head office or principal place of business; or sent electronically to an electronic communication address provided by the employer to the union. If the employer has not provided such an address, the request may be sent to an electronic communication address that the employer has made publicly available for communications with it.

When an application *must* be rejected

6.1 Following receipt of an application, the CAC must refuse access where the employer whose workers are the subject of the access request has fewer than 21 workers overall. This threshold applies to the employer as a whole and not to the group of workers to whom access is sought. The CAC must also refuse access where the proposed access agreement does not provide for at least five working days' notice before the first instance of access takes place, or where the proposed agreement would last for more than two years unless the parties have agreed to extend it. The

CAC must also refuse access where it considers it necessary in the interests of national security to do so.

When an application *may* be rejected

7.1 It may be reasonable for the CAC to refuse access where the workers covered by the access request are already covered by an existing recognition agreement, an ongoing statutory recognition process, or a statutory access agreement. If only some of the workers are covered by the existing arrangements or fall within the bargaining unit subject to the statutory recognition process then the CAC may still consider an access request for those workers that are not covered.

7.2 It may also be reasonable for the CAC to refuse access where more than one access request is made in respect of the same employer and at least one worker falls within scope of both requests.

Compliance and enforcement

8.1 Parties are expected to comply with any access agreement made under the statutory framework or with any CAC determination specifying access arrangements. The employer is responsible for taking reasonable steps to facilitate access, and the union is required to exercise access in a way that does not unreasonably interfere with the employer's business. Where an agreement or determination includes conditions or safeguards, those conditions form part of the access arrangements and should be observed by the parties.

8.2 If disagreements arise about the operation of an access agreement, the parties should seek to resolve them through dialogue wherever possible. They should also make full use of any mechanism included in the access agreement to resolve such disputes. It is good practice for the employer and the union each to nominate a lead contact specifically for questions or disagreements about the implementation of access arrangements. The parties may wish to consider approaching Acas for assistance if they are unable to resolve the matter for themselves.

8.3 If a dispute about an access agreement cannot be resolved through dialogue, a complaint may be made to the CAC within three months of the matter complained of. Complaints may be made by either the union or the employer on the grounds that the other party has breached the access agreement, or that a third party has taken steps to prevent access in accordance with the agreement.

8.4 On an initial complaint, the CAC will investigate and may declare whether the complaint is well-founded or not. If it declares that the complaint is well-founded, the CAC may alter the agreement and may make an order requiring specified steps to be taken to ensure that the access agreement is complied with.

8.5 If, after a complaint has been upheld, the other party or a third party again breaches the access agreement within 12 months, or breaches a CAC order requiring specified steps to be taken, a further complaint may be made. If that further complaint is well-founded, the CAC may, where it considers it appropriate, make a penalty order. Penalties are payable to the CAC and may be enforced as if they were orders of the court.

8.6 The CAC will decide the amount of any penalty by reference to the statutory factors, including the gravity, duration and reason for the breach, the number of workers affected, the size and resources of the liable party, and any previous failures to comply with access agreements or CAC orders. The maximum penalty is £75,000 for a first penalty order, £150,000 for a second penalty order under the same access agreement, and £500,000 for a third or subsequent penalty order.

8.7 Parties should keep clear records of the access request, the employer’s response, proposals exchanged, any access agreement reached, access provided and any alleged failure to comply. Those records may be relevant if an access application is made to the CAC, or if a complaint or enforcement issue later arises under the statutory right of access framework.

CAC proceedings

9.1 The CAC will deal with each access application or complaint fairly and even-handedly. Its procedures are intended to be as clear and straightforward as possible for unions and employers.

9.2 The CAC decides access applications and complaints on the evidence and submissions provided by the parties. Parties should explain their case clearly and provide any documents or information they want the CAC to take into account.

9.3 Some contact with the parties may be informal. The CAC may offer the parties an informal meeting where this may help clarify the issues or assist the parties to resolve the matter by agreement. If the matter cannot be resolved informally, the CAC will make any determination, declaration or order required under the legislation.

9.4 The CAC may ask the parties for information or documents in relation to an access application or complaint. Parties are expected to co-operate with reasonable requests. If a party does not do so, the Panel may take that into account when reaching its determination, declaration or order.

9.5 Although the Regulations do not prescribe deadlines for processing access applications or complaints, the CAC will act as expeditiously as possible. The CAC will expect parties and their representatives to co-operate with that approach. In practice, the CAC will normally ask the other party to respond within five working days of receiving an access application or complaint, and will aim to inform the parties within a further five working days how it intends to handle the matter. The CAC will communicate any determination, declaration or order as soon as it has been made or, if a hearing has taken place, as soon as practicable after the hearing.

9.6 A right of access application will usually be considered by a three-member Panel consisting of the Chair or one of the Deputy Chairs, one member with experience of representing employers and one member with experience of representing employees. In less complex cases, including where the request is consistent with the model terms in the Code of Practice, the CAC may decide that the matter can be dealt with by a

single member. In such circumstances, the single member will be the Panel Chair. Where a request is consistent with the model terms in the Code of Practice, the CAC will take that into account when considering whether access should be granted and, if so, on what terms.

Confidentiality

10.1 There may be cases where a party considers that information provided to the CAC should not be disclosed to the other party. The CAC will consider any request for confidentiality carefully. However, parties should be aware that information which is relevant to an issue the CAC must decide will be shared with the other party so that the matter can be dealt with fairly. The Case Manager will normally discuss this with the party before disclosing the information.

10.2 A party who wishes to discuss matters in confidence may contact Acas. Information given to Acas in confidence will not be passed to the CAC and will not be taken into account by the CAC.

Hearings

11.1 Hearings are not always necessary, and some decisions may be taken by the Panel on the papers, after giving each party the opportunity to make submissions or if it appears to the Panel that there is no material dispute.

11.2 If it appears that a hearing will be necessary, the parties may be asked to submit and exchange evidence in the form of written statements prior to the hearing. The parties will be informed as to the format of the hearing - whether it will take place by virtual means or whether an in-person hearing is necessary.

11.3 The procedure at the hearing is orderly but seeks to avoid unnecessary formality. Each party will be asked to comment on and amplify its written statement, to comment on the other party's evidence and to answer questions put by the Panel. The Panel Chair may allow questions to be put to speakers or witnesses where this is necessary to deal with factual issues.

11.4 Hearings will normally be arranged as quickly as possible and will normally be completed in a day.

CAC determinations, declarations and orders

12.1 Where the CAC determines that access should take place, its determination will specify the form of access, the workers or categories of workers covered, the workplace or workplaces concerned, timing, frequency, duration, location, digital channels and any reasonable conditions or safeguards. Where the CAC deals with a complaint alleging breach of an access agreement, it may declare whether the complaint is well-founded and, where appropriate, make an order requiring specified steps to be taken. Complaints and breaches are explained further at paragraphs 8.1 to 8.7.

12.2 CAC determinations, declarations and orders are published on the CAC's website.

Appeals

13.1 A party may appeal to the Employment Appeal Tribunal against a CAC determination or order made under the statutory right of access provisions. This includes an appeal against a penalty order made by the CAC under the enforcement provisions.

Contact details for CAC:

Address: Central Arbitration Committee
PO Box 80600
London
E15 9JX

Tel: 0330 109 3610

Email: Access@cac.gov.uk

Website: https://www.gov.uk/cac

Contact names:

Chief Executive - Maverlie Tavares

Operations Manager - Bola Olayinka

User Satisfaction

If you are asked for your views on any aspect of our service, we would appreciate your cooperation. But if you have comments, whether of satisfaction, complaint or suggestion, please do not wait to be asked. If you are dissatisfied with any aspect of our service, please let us know so that we can put things right. If you cannot resolve the problem with the person who dealt with you originally, please ask to speak to the Operations Manager or, if necessary, the Chief Executive who will investigate your complaint. If you wish to complain in writing, please send an email to enquiries@cac.gov.uk for the attention of Maverlie Tavares, Chief Executive or post it to the above address.

In the event of any complaint, we hope that you will let us try to put things right. But, if necessary, you can write to your MP who can tell you how to have your complaint referred to the Parliamentary Commissioner for Administration (the Ombudsman).