EQUITY

Equity response to Make Work Pay: Right of Trade Unions to Access Workplaces

December 2025

About

Equity is the largest creative industries trade union with 50,000 members united in the fight for fair terms and conditions across the performing arts and entertainment. Our members are actors, singers, dancers, designers, directors, models, stage managers, stunt performers, circus performers, puppeteers, comedians, voice artists, supporting artists and variety performers. They work on stages, TV and film sets, runways, in studios, in night clubs and in circus tents.

Contact

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Summary

1. The new statutory scheme for trade union access has the potential to meaningfully support trade union efforts to recruit, organise and represent workers in areas of the economy where unions currently have limited or no presence, bringing all the benefits of unionisation that the government rightly recognises.
2. It is important that the design of the scheme bears in mind the dynamics and patterns of freelance work in the entertainment industry. Equity members work generally on very short-term contracts, with the average engagement in theatre lasting less than two months, and les than a week in film and TV. Engagements on commercials and audio work are generally a few days at most – both areas where, unlike theatre, film and TV, the union does not have established collective bargaining.
3. Informational requirements on an access request, the applicability of the scheme to small employers and statutory time limits, for example, should take account of this freelance and short-term pattern of work. In general, the statutory scheme should foster voluntary and constructive dialogue which builds trust and not encourage technical rule challenges to frustrate good-faith requests.

Question responses

1	**Section 1 – Requesting and negotiating an access agreement** **Do you agree access requests and responses should be made in writing?**

1. Yes.

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

2. Both email and letter should be acceptable forms for a request and response.

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

3. A template may be helpful in the interests of avoiding uncertainty or disputes. However, the template should be simple, not prescriptive and contain flexibility to be adapted by unions according to their circumstances.

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

4. No, Equity does not agree with the proposal. It places excessively onerous demands on the union to obtain information it may not reasonably be able to obtain and which is not necessary in order for the employer to assess the request. Equity members work generally on a freelance basis on short-term contracts: most contracts in theatre are under two months, while most engagements in film and TV are less than a week. The short-term and itinerant nature of performers' work means that, especially in areas where collective bargaining is not established, the union will not necessarily have all the information at the point of the initial access request unless and until the employer shares such details after an initial discussion. Each proposed requirement is addressed below.
5. Like other trade unions and the TUC, Equity is strongly opposed to any requirement to share the number of members the union has in any workplace, explained further below.

A description of the group of workers that the union is seeking access to

6. In many areas of Equity members' work, the union may not know all the types of worker that will be present in the workplace prior to a discussion with an employer about the nature of the production or engagement. This is a particular issue for Equity given that engagements in commercials, video games, film and TV are very short and may vary considerably in terms of whether they involve voiceover artists, actors, models, and/or set designers, all of whom Equity represents.
7. There is scope for an employer to abuse this requirement if it allows the employer to insist on too specific a delineation of worker categories. For example, in an access request to an employer operating holiday parks, Equity might request access to all "entertainment workers", without full information on the type of worker who will be present. If the employer could use this requirement to insist that we specify circus performers, drag performers, magicians etc, that would severely undermine our ability to make an initial access request when we do not have full information on the nature of the production.
8. For this reason, it should be possible for unions to specify workers broadly using language such as "all workers" where they do not yet have more detailed information.

The purpose of the requested access

9. Equity cannot see that this required information achieves anything for either party. The permitted purposes of access are set out on the face of the Employment Rights Bill. Further, purposes of access are likely to evolve over time, as the union moves through stages of meeting workers, recruitment, organising and potentially leading to an agreement or recognition request. In relation to any of these purposes, the form of access does not alter, a further reason that in our view this requirement serves no purpose.
10. If it were possible to challenge an access arrangement on the basis that the union's access purposes no longer aligned with those stated in its initial access requests, it is likely the union would simply list all access purposes set out in the Bill, thus rendering this requirement redundant.

The type of access requested (physical and/or digital), including a brief description of the nature of the access requested and the frequency of access

11. The most appropriate type of access is likely to differ depending on the nature of the production and types of worker engaged, information which the union may not have until after some discussion with the employer. For example, for a video game production, this may involve the engagement of voiceover artists working from home studios, in which case digital access may be the most appropriate form. A video game production may also engage actors for motion-capture performance in a game developer's studio, either individually or as a group, in which case some extent of physical access will be appropriate. It will be difficult in many cases for the union to specify the most appropriate access without first speaking to the employer about these aspects of the production/s.
12. The appropriate frequency of access will depend on the number and timing of productions the engager is responsible for. As that may be irregular and unpredictable, it will be often be difficult for the union to specify the request in this regard without an initial conversation with and transparency from the employer.

In the case of physical access, the location of the workplace(s) to which access is being sought (this can include multiple workplaces in one access request)

13. Similarly, the union may not know on which sites the work will take place without an initial conversation with the employer and their cooperation. That could present a serious challenge in areas of the industry where employers have been resistant to union organising, such as video games.
14. In our view, there is no need for an access request to contain all of the above information at the point of the initial request. Equity members would be disadvantaged by the requirement to provide this information, which the union could not reasonably expected to have without an initial conversation. The union should be able to leave sections blank if they do not have access to the information and be able to change their request once they obtain

more information during the negotiation period. A requirement that an access request contain detailed information from the beginning risks undermining the statutory regime and causing confusion and conflict from an early stage. The legal framework ought instead to foster trust and cooperation between the parties.

15. If the government insists on the above information being a legal requirement of a valid access request, employers must have a corresponding duty to provide relevant information to unions for the purposes of making the request.

Number of members the union has at the workplace(s)/employer

16. Like the TUC and other trade unions, Equity is strongly opposed to any requirement on the union to disclose number of members in a workplace or employer in relation to an access request.
17. First, we cannot see what purpose this requirement serves: this is rightly no suggestion that access requests should be conditional upon a certain level of union membership, given key purposes of the access arrangements are to enable the union to recruit and organise members.
18. Second, Equity is concerned that a requirement to disclose this information would risk identifying individual members, which could seriously compromise their position and leave them at risk of victimisation or dismissal. This is particularly a risk where the access request is in respect of a small workplace – some productions will engage only a handful of workers – and where it is obvious which workers are in roles Equity represents. The risk of detriment or dismissal if their union membership status is compromised is particularly acute for Equity members because they work on a freelance basis, on short-term contracts, such that it is more difficult to take action against an employer, who may simply not reengage them.

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

19. As outlined above, if certain information is to be a legal requirement of an access request, there should be an obligation on the employer to provide information it reasonably possesses to enable the union to make the access request. That information may include:

    - Numbers of workers in different job roles and work sites;
    - Locations and addresses of workplaces;
    - Patterns and hours of work of workers across job roles and sites.

    Such an obligation would enable and encourage a collaborative and constructive relationship between the union and employers.

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

20. Yes

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?**

21. Yes, Equity agrees with a limit of 5 working days for the employer's response. It is important to note that this is simply the time for an initial response, the beginning of negotiations, and not the timeframe in which all relevant information must be provided. Equity understands that, given the fast-moving and non-static nature of work in the entertainment industry, the employer may need more time to gather information on numbers of workers across different productions or shooting days, at various locations, and with various working patterns. Nonetheless, an initial response should be given within 5 days so that the employer cannot stall the negotiation.
22. It should be made clear in the Code of Practice what route and through which contact unions can make access requests, to avoid the employer responding that the request was not made to the correct person.

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?**

23. Equity supports the proposal for a maximum negotiation period of 15 days with the important qualification that it should be possible for the union and employer to jointly agree to extend this period by a number of days to be agreed and notify the CAC of their agreement, without further verification.
24. As set out above, Equity members work typically on a freelance basis on short-term contracts of a few days, weeks, or months. That pattern is perhaps clearest in the area of commercials, where members are typically engaged for one or two days only. If Equity were to seek an access agreement with an advertising agency, it may take some time to exchange information about various productions, locations of shoots and types of workers in order to reach an access agreement. Equity therefore believes it is important that the union and employer can jointly apply to extend the negotiation period to allow good-faith negotiations to run their course and not trigger the involvement of the CAC prematurely where it appears entirely likely that, with some extra time, the parties can reach a voluntary agreement. However, it is important that, where the employer is not engaging seriously with the process, the union retains the right to apply to the CAC.

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 submitted?**

25. Equity does not see a good reason why a referral to the CAC must take place within 25 days of making the access request. Assuming a 15-day negotiation period, this allows the union only 5 days to prepare and submit the request to the CAC. This creates a significant risk that the deadline may be missed for any number of administrative reasons, forcing the parties to restart the process.
26. Equity is not convinced that such a short period is required in the interests of avoiding uncertainty for employers. Employers can achieve certainty by engaging with the negotiation and agreeing access terms voluntarily. If terms cannot be agreed voluntarily, it is not clear that a longer period for referral would create any real uncertainty for an employer.
27. It is also not clear why the time period for referral should be measured from the point access is requested and not the point at which negotiations conclude unsuccessfully.
28. It should also be made clear that, in the event an employer does not engage whatsoever with the access request, or does not engage in good faith, the union may make a referral to the CAC immediately, without having to wait for the negotiation period to elapse.

1	**Section 2 – Central Arbitration Committee (CAC) determinations** **Do you agree that employers with fewer than 21 workers should be exempt from the right of access policy?**

29. No, Equity does not agree with this proposed exemption. Our preference is for no exemption, option 2 in the consultation document.
30. First, it is not clear to us, nor is it explained in the government's consultation document, why and in what ways it may be more difficult for a small employer to facilitate access. With fewer sites and workers to manage, a small employer can arrange access more straightforwardly and with fewer visits.
31. Second, such an exemption would substantially undermine the impact of the new access rights in the entertainment industry. Employers of performers are often small companies, with a small number of staff employed in executive, production and administrative roles and a larger number of freelancers engaged in creative and technical roles, such as actors, directors, designers and camera crew. Accordingly, if employers with fewer than 21 workers were exempted, this would render the new access rights entirely irrelevant for a huge proportion of the entertainment industry.
32. This point is further emphasised by the common practice of setting up a company as a "special purpose vehicle" (SPV) for a particular production. The SPV is wholly owned by a production company, hires the performers, and is dissolved upon completion of the production. These SPVs often employ very few if any workers, even though they may be wholly owned by a large production company.
33. Equity also rejects the proposal that the CAC take into account an employer's size in determining whether to grant access – option 3 in the document. While an employer's size

is relevant to the question of the *terms* of access – such as its frequency, form and resources – it is not reasonable for an employer's small size to be a basis for denying *any* access whatsoever.

34. If the government does proceed with option 1 or 3, 'workers' engaged by the employer should at least be interpreted to include self-employed and limb (b) workers engaged by the company on a freelance basis at any one time, which may significantly outnumber those engaged as full employees. If such provision is not made, the 21-worker rule will not effectively respond to the rationale of this exemption in the first place: that smaller organisations may find it more difficult to accommodate access requests, an argument which, as above, we dispute in any case. An employer which maintains a small staff but which engages hundreds of freelancers is evidently capable of facilitating union access.

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

35. Yes, we agree this is reasonable. However, rarely if ever should a greater notice period be specified by the CAC, to avoid an employer using the additional time to rearrange working patterns or other tactics to obstruct union access.

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

36. In our view, it should up to the union and employer to agree the term of the access agreement according to the particular features of the industry and its workforce, with no maximum imposed by the CAC. Both parties will want a degree of certainty over a length of time that will enable trust to develop between the union and employer and give the union time to meet, organise and support workers.

4	**In general, are there other circumstances under which you think that the CAC must refuse access?**

37. Refusal of any access whatsoever should be reserved for extraordinary circumstances. There are very few justifications for such a decision.

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?**

38. In most circumstances, the presence of an independent trade union already representing the group of workers to which access is sought should be reasonable grounds for refusal. It should not, however, be automatic grounds for refusal. The CAC should be able to assess

whether an employer has made a "sweetheart" agreement with a union which is not independent, in order to keep out a union which seeks genuinely to organise workers. In such an exceptional circumstance, the CAC should be able to grant access to the independent union despite the pre-existing deal with a non-independent union. However, in most cases, an existing agreement with an independent union should be reasonable grounds to refuse.

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?**

39. Grounds upon which access can be refused entirely should be kept to an absolute minimum. There are very few circumstances where total refusal is a reasonable response, rather than negotiating and agreeing a level and form of access that is appropriate.
40. Clearly an employer is not expected to create whole new IT systems or build new buildings to accommodate access; however, some modifications to existing systems may be needed, which would be an entirely reasonable expectation. There should be clear criteria against which such requests can be assessed, balancing the demands on the employer with the benefits of access.

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?**

41. As a general principle, Equity agrees with weekly access as a standard term. However, it should be phrased in a way which reflects the pattern and nature of work in the industry in question.
42. Equity members are generally engaged for a few days or weeks on short-term contracts, particularly in the less organised commercials and audio subsectors where access rights would be of most relevance. Access terms should, therefore, enable access to each production or shoot at least once. Where several shoots by one employer take place in the same week, a term of weekly access should not prevent visits to all of those shoots. We would suggest, therefore, that weekly access can be phrased as four visits per month or 12 visits per quarter.

43. It must be made clear that 'weekly access' refers to a visit or meeting with workers, whether in person or online, and does not refer to emails or other messages needed to set up and publicise a meeting. This is particularly important to clarify in the context of digital access.

8	**Please describe any other terms that you think should be regarded as 'model' terms.**

'Cast lists' in the entertainment industry

44. Under Equity's collective agreements in theatre, employers agree to give Equity a cast list for each production, containing the names of all performers engaged. This enables the union to undertake effective recruitment, organising and casework. Equity would like to see this reflected as a standard term in agreements in other subsectors of the industry, while of course remaining compliant with data protection law. This is particularly important in view of the short-term and freelance nature of our members' work.

Location and privacy

45. Equity supports the TUC's proposals under this question in relation to location and privacy. An access agreement will not be suitable for the purposes for which it is made if access means being restricted to a location far from workers or to time when they cannot meet all workers. In the entertainment industry, union representatives should not be limited to meeting workers only in a trailer or green room far from where workers are actually gathering. Similarly, the union should be able to insist on meeting workers without management present, so that frank and constructive conversations can take place.

Digital access

46. The definition and scope of digital access should be set out in more detail in access agreements as standard. For example, agreements should specify the particular platforms in the scope of digital access (generally all those used by the employer) and what counts as an incidence of 'access' by these means, i.e. holding an online meeting, not simply exchanging emails in order to set up a meeting.

Third-party cooperation with access

47. Standard terms should also reflect that, in many areas of Equity members' work, the person controlling access to the physical workplace is different from the employer: for example, where the shoot or recording takes place at a third-party film or audio studio. In commercials, for example, it is common that a worker contracted by an advertising agency would in practice attend work organised and attended by a production company at a hired set. It should be made clear that employers are required to make the necessary arrangements with third parties to enable access to take place on the terms agreed.

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?**

48. We agree with two days' notice but no longer than two days.

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.**

49. The design of the new access regime should be guided first and foremost by the benefits to be gained from assisting unions to organise workers in areas where unions currently have limited presence. For Equity, those areas include commercials, audio, video games, where there is a particularly poor imbalance of power between performers and employers. It is important, then, to bear in mind the features of work in those areas.
50. As indicated above, Equity members generally work on very short-term contracts of a few days, or perhaps weeks, often at home in the case of audio, at third-party studios or on location. Therefore, the first and foremost part of any access agreement is a commitment from the employer to share information with the union regarding what productions are taking place, which workers are engaged, when they are shooting/recording, and where – this is the agreement Equity has long had with employers in theatre, film and TV. This information-sharing is a prerequisite for the union to know what work is happening, given the fast-moving and short-term nature of work, which means the union cannot simply develop relationships with a handful of relatively static workplaces. These factors should be borne in mind by the CAC when considering terms of access in the creative industries.

1	**Section 3 - Maximum value of fines and how the value of fines for breaches are determined** **Which of the following options do you consider most appropriate for setting the maximum value of the fine?**

51. Equity supports the TUC's response with regard to fines levied by the CAC. There should be no maximum fine, otherwise fines will not act as a deterrent to non-compliance and some employers may assess that it is worth breaching the new rules on access to avoid unionisation of their workers.
52. Fines should reflect the resources and revenue of the employer, such as a percentage of annual turnover, as is a common approach in other areas of regulation, such as GDPR. Of course, the fine should also reflect the seriousness of the misconduct; however, the CAC should be empowered to levy fines that actually encourage compliance.

2	**Do you agree with the proposed matters the CAC must consider when determining fines?**

53. We agree with the factors to be taken into account by the CAC, although the organisation's revenue and resources should be set down as a relevant factor too, not just the size of its workforce.