
STATUTORY INSTRUMENTS

1987 No. 936

The Industrial Relations (Northern Ireland) Order 1987

Union membership or recognition requirements in contracts

Prohibition on union membership requirements

13.—(1) Any term or condition of a contract for the supply of goods or services is void in so far as it purports—

- (a) to require that the whole, or some part, of the work done for the purposes of the contract is to be done only by persons who are not members of trade unions or not members of a particular trade union; or
- (b) to require that the whole, or some part, of such work is to be done only by persons who are members of trade unions or members of a particular trade union.

(2) A person contravenes this paragraph if, on the ground of union membership, he—

- (a) fails, in a case where he maintains (in whatever form) a list of approved suppliers of goods or services or a list of persons from whom tenders for the supply of goods or services may be invited, to include the name of a particular person in that list;
- (b) terminates a contract for the supply of goods or services; or
- (c) does, in relation to a proposed contract for the supply of goods or services, any of the acts mentioned in paragraph (3).

(3) The acts are—

- (a) excluding a particular person from the group of persons from whom tenders for the supply of the goods or services are invited;
- (b) failing to permit a particular person to submit such a tender;
- (c) otherwise determining not to enter into a contract with a particular person for the supply of the goods or services.

(4) For the purposes of paragraph (2)(a), a person (the “first person”) fails to include the name of another person (the “supplier”) in a list, on the ground of union membership, if the ground, or one of the grounds, for failing to include his name is either—

- (a) that, if the supplier were to enter into a contract with the first person for the supply of goods or services, work to be done for the purposes of the contract would, or would be likely to, be done by persons who were not members of trade unions or of a particular trade union; or
- (b) that, if the supplier were to enter into such a contract, work to be done for the purposes of the contract would, or would be likely to, be done by persons who were members of trade unions or of a particular trade union.

(5) For the purposes of paragraph (2)(b), a person terminates a contract on the ground of union membership if the ground, or one of the grounds, for terminating it is either—

- (a) that work done, or to be done, for the purposes of the contract has been, or is likely to be, done by persons who are not members of trade unions or of a particular trade union; or

- (b) that work done, or to be done, for the purposes of the contract has been, or is likely to be, done by persons who are members of trade unions or of a particular trade union.
- (6) For the purposes of paragraph (2)(c), a person does an act on the ground of union membership if the ground, or one of the grounds, on which he does that act is either—
 - (a) that, if the proposed contract were entered into with the person referred to in paragraph (3), work to be done for the purposes of the contract would, or would be likely to, be done by persons who are not members of trade unions or of a particular trade union; or
 - (b) that, if the proposed contract were entered into with that person, work to be done for the purposes of the contract would, or would be likely to, be done by persons who are members of trade unions or of a particular trade union.
- (7) Paragraph (2) does not create an offence but the obligation to comply with it is a duty owed to each of the following—
 - (a) in a case falling within paragraph (2)(a), the person referred to in paragraph (4) as the supplier;
 - (b) in a case falling within paragraph (2)(b), any other party to the contract;
 - (c) in a case falling within paragraph (2)(c), the person referred to in paragraph (3); and
 - (d) in any case, any other person who may be adversely affected by its contravention; and any breach of that duty shall be actionable accordingly (subject to the defences and other incidents applying to actions for breach of statutory duty).

Prohibition on union recognition requirements

- 14.**—(1) Any term or condition of a contract for the supply of goods or services is void in so far as it purports to require any party to the contract—
- (a) to recognise one or more trade unions (whether or not named in the contract) for the purpose of negotiating on behalf of workers, or any class of worker, employed by him; or
 - (b) to negotiate or consult with, or with any official of, one or more trade unions (whether or not so named).
- (2) A person contravenes this paragraph if, on the ground of union exclusion, he acts in a manner falling within paragraph (2)(a), (b) or (c) of Article 13.
- (3) For the purposes of paragraph (2), a person acts on the ground of union exclusion if the ground or one of the grounds for his action is that the person against whom it is taken does not, or is not likely to, recognise, negotiate or consult as mentioned in paragraph (1).
- (4) Paragraph (2) does not create an offence but the obligation to comply with it is a duty owed to each of the following—
- (a) the person against whom the action is taken; and
 - (b) any other person who may be adversely affected by the contravention, and any breach of that duty shall be actionable accordingly (subject to the defences and other incidents applying to actions for breach of statutory duty).

Pressure to impose union membership or recognition requirements

- 15.**—(1) Nothing in Article 64 of the No. 1 Order shall prevent an act being actionable in tort in any case where a person induces, or attempts to induce, another—
- (a) to incorporate in a contract to which that other person is a party, or proposed contract to which that other person intends to be a party, any term or condition which is, or would be, void by virtue of Article 13(1) or 14(1); or

- (b) to contravene Article 13(2) or 14(2); and the act constitutes, or is one of a number of acts which together constitute, the inducement or attempted inducement.
- (2) Nothing in Article 64 of the No. 1 Order shall prevent an act which interferes with the supply (whether or not under a contract) of goods or services, or can reasonably be expected to have such an effect, being actionable in tort in any case where paragraph (3) is satisfied and one of the facts relied upon for the purpose of establishing liability is that any person has—
- (a) induced another to break a contract of employment or interfered or induced another to interfere with its performance; or
 - (b) threatened that a contract of employment under which he or another is employed will be broken or its performance interfered with, or that he will induce another to break a contract of employment or to interfere with its performance.
- (3) This paragraph is satisfied if—
- (a) the reason, or one of the reasons, for doing the act is that work done or to be done in connection with the supply of the goods or services in question has been, or is likely to be, done by persons (other than persons employed by the relevant employer) who are not members of trade unions or of a particular trade union;
 - (b) the reason, or one of the reasons, for doing the act is that such work has been, or is likely to be, done by persons (other than persons employed by the relevant employer) who are members of trade unions or of a particular trade union; or
 - (c) the supplier of the goods or services in question is not the relevant employer and the reason, or one of the reasons, for doing the act is that the supplier does not, or is not likely to, recognise, negotiate or consult as mentioned in Article 14.
- (4) In paragraph (3) “the relevant employer” means the employer under the contract of employment mentioned in paragraph (2).