

## 15.22 GYMSHARK SUPPLY CHAIN UNION ENGAGEMENT POLICY

### **PURPOSE**

Freedom of association and collective bargaining are among the founding principles of the 1998 ILO Declaration of Fundamental Principles and Rights at Work. The right of workers and employees to form and join organizations of their own choosing is an integral part of a free and open society. The ability to organise and bargain collectively empowers and increases a workers worker's ability to improve their employment conditions are ensure they are consistently implemented.

### **STATEMENT**

Gymshark recognises the right of workers in our supply chain to set up, be involved in or join trade unions and/or organisations that defend and promote their interests, regardless of the environment where they work. This also includes respect for local laws, collective bargaining, freedom of opinion and protection for the workers' representatives and is stipulated as a requirement in our Code of Conduct.

Gymshark have incorporated trade union/worker representatives as part of their Shared Fitness Factory visit programme, with an expectation that they should be present for the opening and closing meetings.

### **SCOPE**

This Policy applies to all parts of your company, including any affiliates and sub-contractors, which are involved in the manufacture and/or supply of goods and/or services to Gymshark. You are responsible for the dissemination, adoption, and implementation of this Policy within your company and for ensuring that your company adopts its own policies and procedures in your supply chain, the standards adopted should be as a minimum, equivalent to those standards required by Gymshark.

### **REQUIREMENTS**

In order to adhere to Gymshark's Union Engagement Policy, supply partners must ensure the following requirements are met:

- If worker representatives are seeking to form, are in the process of forming, or have joined a union in the factory, supply partners shall not use any form of physical or psychological violence, threats, intimidation, retaliation, harassment or abuse against union representatives and workers.
- Anti-union violence, harassment or abuse shall not be used against workers' organizations or workers participating or intending to participate in formal or informal organizing lawful activities, including strikes.
- No employment decision should be based on union affiliation or sympathy, which negatively affect workers based wholly or in part on a workers' union membership or participation in union activity, including the formation of a union, previous employment in a unionized facility, participation in collective bargaining efforts or participation in a legal strike.
- While assessing specific hazards or risks of harassment and abuse in the workplace, including gender-based violence, worker/union representatives should be consulted.
- Supply chain partners shall not use blacklists to restrict freedom of association, for instance blacklists based on union membership or participation in union activity.
- Supply chain partners should also respect the decision of workers should they decide not to take up union affiliation.
- Workers who have been unjustly dismissed, demoted or otherwise suffered a loss of rights and privileges at work due to an act of union discrimination shall, subject to

national laws, be entitled to restoration of all the rights and privileges lost, including reinstatement and retroactive payment of wages, if they so desire.

- Supply partners shall comply with all relevant provisions where national laws provide special protection to workers or worker representatives engaged in a particular union activity (such as union formation) or to worker representatives with a particular status (such as founding union members or current union office holders).
- Supply partners shall not (threaten to) shift production or close a workplace site in an attempt to prevent the formation of a union, in reaction to the formation of a union, or in reaction to any other legitimate exercise of the right to freedom of association and collective bargaining, including the right to strike, or in an effort to break up a union.
- Supply partners shall not offer or use severance pay in any form or under any other name as a means of contravening the right to freedom of association, including attempts to prevent or restrict union formation or union activity, including strikes.
- Supply partners shall not interfere with the right to freedom of association by favouring one workers' organization over another. In cases where a single union represents workers, no attempt should be made to influence or interfere in any way in workers' ability to form other organizations that represent workers.
- Supply partners shall not in any way threaten the use of or use the presence of police or military, to prevent, disrupt or break up any activities that constitute an exercise of the right to freedom of association, including union meetings, assemblies, and strikes.
- Supply chain partners shall bargain with any union that has been recognized by law or by agreement between the employer and that union, provided such agreement does not contravene national law.
- Supply chain partners unions and workers shall honour in good faith, for the term of the agreement, the terms of any collective bargaining agreement they have agreed to and signed.
- Where a union exists in the workplace, supply chain partners shall make a copy of the collective bargaining agreement available to all workers and other interested parties including Gymshark.
- Unions not recognized as a bargaining agent of some or all of the workers in a facility shall have the means for defending the occupational interests of their members, including making representations on their behalf and representing them in cases of individual grievances and disciplinary actions, within limits established by applicable law.
- Voluntary wage deductions for union membership dues, or any other union fees, can only be made with the express and written consent of individual workers unless (in the case of union dues and fees) specified otherwise in freely negotiated and valid collective bargaining agreements. In all cases, voluntary wage deductions must fall within the limits and conditions specified by law.

## **REPORTING AND REMEDIATION**

Supply partners must promptly notify the Gymshark Sustainability Team, immediately if there is a breach of this policy.

Supply partners are responsible for providing remedy where harm or wrongdoing to workers are identified and must develop a plan for remediation, the cost of which will be borne by your company. Gymshark will support in the development of the remediation plan, further guidance can be found in the Gymshark remediation guidance document.

If a union approaches Gymshark highlighting any issue in our supply chain or within a factory involved in the production of Gymshark goods, then we will investigate and check the validity of the union and the claims, and work constructively to address any findings with the intent of achieving a positive outcome for any workers affected. We may decide to engage other brands operating in factory to achieve remediation.

### **MONITOR AND REVIEW**

The implementation of this policy will be monitored through Gymshark's Shared Fitness Programme.

This policy will be reviewed annually, and any changes communicated. Any comments or queries should be directed to the Head of Sustainability.