

# ASOS Freedom of Association and Collective Bargaining Policy

## 1. INTRODUCTION

- 1.1. The ASOS Freedom of Association and collective Bargaining Policy ("**Policy**") is mandatory for all suppliers of ASOS branded goods for resale (including ASOS products, packaging and ancillary products such as garment bags) to ensure compliance with the International Labour Organisation's Conventions 87, 98, 135 and 154 relating to Freedom of Association and Right to Collective Bargaining.
- 1.2. ASOS' suppliers are required to implement and monitor compliance with this Policy and shall ensure that their employees, agents and sub-contractors (collectively "**Supplier(s)**") comply with it in full. ASOS recognises that both a Worker's right to organise and bargain collectively are the foundations for the realisation of other labour rights and is therefore a signatory of the Global Framework Agreement with IndustriALL Global Union which can be accessed [here](#).
- 1.3. ASOS will monitor compliance with this Policy and where non-compliance is identified or a Supplier is unable to demonstrate its compliance, ASOS shall be free to take such action as it deems fit, including the implementation of remediation plans, cancellation of orders, withholding payment, termination, suspension, or such other legal rights open to it.

## 2. DEFINITIONS

- 2.1. **Collective Bargaining Agreement:** shall mean all negotiations which take place between an employer, a group of employers or one or more employers' organisations, on the one hand, and one or more Workers' organisations, on the other, for determining working conditions and terms of employment; and/or regulating relations between employers and Workers; and/or regulating relations between employers or their organisations and a Workers' organisation or Workers' organisations;
- 2.2. **Discrimination:** shall mean any form of unequal treatment that is not permitted by local law and/ or any ASOS policies and shall include unequal treatment based on race, caste, age, role, gender, gender identity, religion, country of origin, sexual orientation, marital status, pregnancy, dependents, disability, social class, union membership or political views or on the grounds of work status e.g. part-time, fixed term or agency Workers;
- 2.3. **Global Framework Agreement** – Shall mean the Agreement negotiated on a global level between trade unions and a multinational company serving to protect the interests of workers across a multinational companies operations;
- 2.4. **Supplier:** shall have the meaning given to it in 1.2;
- 2.5. **Trade Union:** a workers' organisation constituted for the purpose of furthering and defending the interests of workers; and
- 2.6. **Worker:** shall mean a person who provides any form of work or service to a Supplier.

## 3. OBLIGATIONS OF SUPPLIERS

- 3.1. Suppliers must adopt an open attitude towards the activities of Trade Unions.
- 3.2. Suppliers must guarantee the right of Workers to join Trade Unions and to bargain collectively.
- 3.3. Trade Union representatives must be allowed sufficient access to the workforce

to be able to properly communicate and consult with them on matters concerning their conditions of employment.

- 3.4. Suppliers must not interfere with any activities of Trade Unions, their organisers, and their representatives in a workplace to organise Workers and/or to furthering and defending the interests of Workers, and Workers must be free to join Trade Unions.
- 3.5. Suppliers must not victimise, discriminate against, intimidate or subject to any form of abuse or violence any Trade Union members or organisers. Workers must not be penalised for joining a Trade Union.

- 3.6. Workers must not be deterred from joining Trade Unions by the threat of violence against them or their families, dismissal, denial of promotion or earning opportunities or by being ostracised.
- 3.7. Suppliers must not dismiss any Worker because of their Trade Union membership. This also includes blacklisting Workers to prevent them being employed by another company.
- 3.8. If a Collective Bargaining Agreement exists at an industry level in the Suppliers' country of manufacture, Suppliers must comply with it.
- 3.9. Suppliers must not refuse to "recognise and bargain"; Companies must not undermine Trade Union membership value by refusing to recognise the Trade Union for collective bargaining purpose, or by refusing to engage in such bargaining on some or all issues. Legal processes in a specific country shouldn't be used as a means to delay and avoid unionisation and agreeing on a Collective Bargaining Agreement.
- 3.10. Suppliers must not refuse representatives access to appropriate information to bargain meaningfully.
- 3.11. Suppliers must not use the threat to transfer operations elsewhere to unfairly inhibit the Workers' bargaining position.
- 3.12. When the right to freedom of association and right to collective bargaining is restricted under law, the supplier must allow the development of parallel means for independent and free association and bargaining.

#### **4. COMMUNICATION, MONITORING AND BREACH OF THIS POLICY**

- 4.1. Suppliers must provide their agents and subcontractors involved in manufacturing of ASOS products with a copy of this Policy and monitor them for compliance with it.
- 4.2. ASOS reserves the rights to conduct routine, unannounced audits to monitor compliance with this policy.
- 4.3. ASOS may initiate independent investigations upon receipt of any complaints with regard to the matters herein, including from Workers, NGOs, and Trade Unions.

#### **CONTACTS**

For further information please contact the Ethical Trade Department at: [ethicaltrade@ASOS.com](mailto:ethicaltrade@ASOS.com)