



## **A global agreement between UNI and G4S**

### **Ethical Employment Partnership**

#### **1. Aim**

G4S plc (the Company), the GMB and UNI respect fundamental human rights, both in the community and at the workplace, and agree to work together to raise employment standards throughout G4S and the wider market.

G4S recognises the important role that unions play in representing employees' interests and recognises UNI as its global partner as well as the unique position of the GMB as the largest union in the home market of G4S.

UNI recognises that by having a commercially successful business G4S can provide long-term employment opportunities and help drive up international employment standards.

The parties have therefore reached a global agreement which will allow G4S to achieve its business and financial objectives while helping to ensure that employee and union rights are respected throughout G4S.

#### **2. Scope**

This agreement will apply to companies over which G4S has direct control as owner or in which it has a controlling interest. Where the Company does not have a controlling interest or cannot exercise effective control for reasons of local legislation it will use its influence in order to seek to secure compliance with the standards set out in this agreement. The Company will also endeavour to work with business partners who conduct their business in a way that is compatible with the terms of this agreement.

UNI enters into this agreement on its own behalf and on behalf of all its worldwide affiliates.

#### **3. Core Principles**

UNI and the GMB will publicly support companies that they consider to be frontrunners in employment standards and will work with G4S to continually raise standards of employment within G4S and the wider market, proactively using their influence to ensure the industry can support improvements in employment terms.

The parties recognise the critical role of G4S and its employees in providing a public service which safeguards local communities and supports the economic interests of

the wider societies in which the Company operates. G4S, UNI and the GMB will therefore work together to ensure that their partnership supports this public service by providing a consistent service to G4S customers and minimising any unexpected disruption to normal operations.

G4S is committed to being a socially responsible corporate citizen and will sustain its efforts to lead and inspire the industry by applying its Business Ethics Policy. The company will respect rights established through the core labour conventions of the ILO<sup>1</sup> and will apply them in accordance with this agreement wherever legally possible. This includes the rights of its employees to freedom of association and to be members of trade unions, and the right of unions to be recognised for the purpose of collective bargaining. The company further agrees that it will respect the OECD Guidelines for Multinational Enterprises.

G4S, UNI and the GMB will engage in regular, meaningful dialogue to support the development of a constructive working relationship and the achievement of their shared aim. To this end, formal Review Meetings will take place twice a year at which senior representatives of all the parties will meet to discuss progress of the agreement as outlined in Appendix 1. Extraordinary Review Meetings will be conducted as necessary to fulfil the commitments of this agreement.

#### **4. Labour Relations**

G4S will work constructively with recognised unions to develop a positive employee relations climate which supports the long-term needs of its employees and the business, while respecting worker rights arising under local laws, any applicable collective bargaining agreements and this agreement.

Likewise, UNI and its affiliates will engage in constructive social dialogue with G4S on a global and local basis, seeking to settle any disputes by peaceful means to help avoid disruption to customer service or damage to the reputation of G4S. To that end, UNI will take concrete steps to avoid risks of unofficial industrial action by its affiliates and will encourage affiliates to exhaust local dispute resolution procedures

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<sup>1</sup> The ILO Core Conventions are:

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (Convention No. 87);
- Right to Organise and Collective Bargaining Convention, 1949 (Convention No. 98);
- Forced Labour Convention, 1930 (Convention No. 29);
- Abolition of Forced Labour Convention, 1957 (Convention No. 105);
- Minimum Age Convention, 1973 (Convention No. 138);
- Worst Forms of Child Labour Convention, 1999 (Convention No. 182);
- Equal Remuneration Convention, 1951 (Convention No. 100);
- Discrimination (Employment and Occupation) Convention, 1958 (Convention No. 111).



before engaging in industrial action.

Specific employee concerns will be handled and concluded in accordance with local grievance procedures. Escalation beyond the local procedure is not appropriate unless the matter relates to a right or standard established in the agreement, in which case the dispute resolution procedure outlined in Section 7 below will apply.

## **5. Employment Standards**

Terms and conditions of employment for each country in which G4S operates, will be at least as favourable as the legal minimum standards set out in each country for working hours, pay, health & safety and holidays.

Over time, G4S and UNI wish to drive up terms and conditions for G4S employees to ensure the Company attracts and retains the best people and has a positive impact on the wider communities in which it operates.

Terms and conditions of employment will be determined locally, in accordance with national legal, social and economic conditions. The G4S strategy is that every G4S business must be sustainable in its own right over the long term. UNI's position is that negotiated terms and conditions should provide at least a living wage while securing a work life balance for employees.

The parties recognise that G4S operates in a highly competitive environment in which many local competitors do not respect laws on working hours and pay. If any improvements to terms and conditions of employment appear likely to result in a loss of market share or margin to G4S, the local union and management team will develop a joint strategy and action plan to monitor and raise standards among all of the companies in the market and create an environment in which G4S will be able to raise standards without compromising its competitive position.

If a joint strategy cannot be agreed locally, the matter will be referred to an extraordinary Review Meeting for discussion and resolution. If the parties still cannot reach agreement, the union rights under this agreement which go beyond legal requirements may be suspended at the local level until such time as the issue is resolved.

Where implementation of agreed strategies may require investment from G4S or UNI, this matter will be discussed locally and if necessary referred to the Review Meeting.

UNI supports sustainable employment prospects through the continuing success of G4S. When the company takes on new employees through an acquisition and agrees that pay and all other conditions of employment for employees will remain the same or be improved, UNI will promote G4S as an employer which offers job security and stability and take reasonable steps to prevent disruption to the business during the period of the acquisition and integration.

## **6. Union Rights**

G4S supports the rights of employees to join and be represented by a union of their choosing, and has agreed to work with UNI to support these rights as set out below.

## **a) Freedom of association**

UNI and G4S share the view that employees should be able to make the choice about whether or not to join a union, free from threat or intimidation by either company or union. G4S managers will not oppose this process and upon request G4S will communicate to employees that they are entitled to a free choice over whether or not to join and become active in a union.

The parties commit to work with their national affiliates and managers in order to enable freedom of association to be exercised in a non-confrontational environment, avoiding misunderstanding and minimising conflict. UNI and G4S are committed to working together in an ethical partnership and therefore any concerns with the reputation or ethical conduct of specific local parties may be raised for discussion at the Review Meeting to help pre-empt any local disputes.

UNI also accepts that employees' right to exercise freedom of association may result in G4S having ongoing relationships with unions which are not affiliated to UNI and will use its best efforts to resolve situations of competing unions to minimise intra-union conflict and competing demands on the time of G4S managers.

## **b) Union access**

Subject to the terms of paragraph 8 (Implementation), to enable employees to meaningfully exercise freedom of association, G4S will agree specific access arrangements for local unions to explain the benefits of joining and supporting the union.

Upon request for access by a UNI affiliate, local G4S managers will agree access arrangements appropriate to their specific operating environment, and such arrangements will accordingly vary in line with local legal and practical considerations.

In all cases the access arrangements should be designed to provide both reasonable time and opportunity for union representatives to freely explain the benefits of joining the union.

Both parties agree that meetings with workers will be held at a mutually agreed time and place and conducted in a non-disruptive manner. Meetings shall be arranged either before and after working hours, or during breaks, and not during working hours. UNI agrees that access to the premises of a G4S customer for such a meeting is conditional upon the prior consent being obtained from the customer concerned, and agrees that the local union shall ask G4S to seek consent in such circumstances. If the customer does not give consent, the parties will make alternative arrangements. G4S and the local union will agree a mechanism for informing employees of agreed access meetings.

Meetings will normally take place without managers being present. G4S will agree a mechanism for informing new employees about the possibility of union membership such as distributing union recruitment material at induction meetings or training events.

If agreement on access arrangements cannot be reached, the matter will be referred to the Review Meeting for consideration and agreement. This agreement is not intended to disrupt established mutually satisfactory access arrangements.



### **c) Union recognition**

To ensure the views and interests of all workers are safeguarded, the means of establishing union recognition will be determined locally based on the principle that the company will recognise representative and legitimate unions. As part of this process the parties should agree a fair and expeditious system for checking support for the union. If local agreement cannot be reached and it has been demonstrated that the union satisfies the minimum legal requirements under applicable law for recognition (which may go beyond the basic criteria required to register a union), the dispute shall be referred to the Review Meeting for resolution.

Upon formal recognition of a union the local parties will agree the detailed terms of collective bargaining and principles for on-going co-operation.

In general, UNI unions will not request recognition under this process where there is pre-existing recognition of a legitimate and representative non-UNI union, Exceptions, including where multiple unions is the normal practice, can be discussed at the Review Meeting.

## **7. Dispute Resolution**

In the event of a dispute arising between a UNI affiliate and G4S management regarding the interpretation or application of this agreement, the following procedures will apply:

### **a) Complaints by UNI affiliates**

- i. The complaint should first be raised with the local management
- ii. If the complaint is not resolved with local management, it may be referred to the Country Manager by the appropriate trade union where recognised or UNI if recognition has yet to be established
- iii. If still unresolved, the complaint will be referred to the agreed representatives of UNI who may raise the matter with the Company's Director of Employee Relations
- iv. Where infringements are confirmed, the Director of Employee Relations will raise these with the responsible member of management who will ensure corrective steps are taken
- v. Disputes that cannot be resolved in this way, or which relate directly to the terms of this agreement should be referred to the Review Meeting for discussion and resolution

### **b) Complaints by G4S companies or managers**

- i. The complaint should first be raised with the local union
- ii. If the complaint is not resolved with local union, it may be referred to the national

union office by the company or manager(s) concerned

- iii. If still unresolved, the complaint will be referred to the Company's Director of Employee Relations who may raise the matter with the agreed representatives of UNI
- iv. Where infringements are confirmed, UNI will raise these with the responsible UNI affiliate who will ensure corrective steps are taken
- v. Disputes that cannot be resolved in this way, or which relate directly to the terms of this agreement should be referred to the Review Meeting for discussion and resolution

In the event that the parties are unable to resolve a dispute concerning the application of this agreement after discussion at the Review Meeting, by mutual agreement the matter may be referred to a neutral arbiter to find a mediated solution.

## **8. Implementation**

G4S accepts responsibility for implementation of the agreement across the business and will ensure its managers support the rights set out in this agreement and communicate them to employees. Any serious cases where managers have contravened the terms of the agreement may be dealt with under the appropriate G4S disciplinary policies.

UNI likewise will take proactive steps to ensure that affiliated unions are supportive of local G4S operations and work at all times within the letter and spirit of this agreement and any local agreement. Any serious cases where affiliated unions have contravened the terms of the agreement – confirmed through the dispute resolution procedure – may result in the union being denied the benefits of this agreement until the matter is resolved.

Those terms of the agreement which go beyond local legislative requirements or existing agreements will be rolled out on a phased basis so that the parties can work together to ensure the success of the agreement. The exact phasing of the roll-out will be agreed at the Review Meetings, taking consideration of union and company preferences and priorities. UNI and G4S will ensure that local unions and businesses respect the timings agreed in this implementation plan.

UNI, the GMB and G4S jointly commit to publicise the agreement through the union membership and corporate structure respectively and stress that this agreement is to be supported in principle and in practice at all levels in both organisations. The parties recognise that the agreement is a very significant step forward in their relationship, and will seek to remove any residual negative effects from their historic differences by agreeing and implementing a communication plan.

## **9. Status**

This agreement shall become effective as from the date on which all the parties sign it, and shall remain effective for as long as UNI, the GMB and G4S deem it appropriate, subject to three months' written notice of termination or renegotiation.


G4S and UNI recognise that this agreement must be applied within the framework of

laws and regulations that apply in each country and accept that no part of the agreement is legally enforceable, either by the parties or by any third party, or in any way changes or amends any individual G4S employee's terms and conditions.


Nothing in this agreement shall in any way undermine existing labour relations practices or agreements relating to union rights or facilities already freely established by any trade union operating within the G4S group.

  
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NAME  
For and on behalf of G4S plc

11/12/08.  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
NAME  
For and on behalf of UNI

December 11 2008.  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
NAME  
For and on behalf of the GMB

11<sup>th</sup> December 2008.  
\_\_\_\_\_  
DATE



## Appendix 1

### Review Meetings

The composition, scope and process for the Review Meetings will be as follows.

- To enable constructive dialogue, attendance at the EEP Reviews will be limited to a small group of senior representatives from each of the parties and will therefore normally comprise:
  - One representative from UNI
  - One representative from the GMB
  - Two representatives from G4S
  
- The formal agenda may change from meeting to meeting, but the following standing items will be included:
  - General progress of the EEP
  - Current roll-out phase – discussion on progress in each country and any issues arising
  - Next roll-out phase – discussion and agreement on countries to be covered and timescales
  - Discussion on any issues escalated to the Review Meeting by local managers and unions relating to joint action plans, concerns regarding conduct of local parties, recognition or access arrangements
  - Disputes – discussion on any items arising under Section 7
  
- Joint Secretaries will be appointed – one from G4S and one from UNI/GMB – with the following responsibilities:
  - To act as contact points between meetings
  - To agree dates for future meetings
  - To agree the agenda before each meeting
  - To record actions arising from the Review Meetings
  - To liaise concerning any disputes arising under Section 7
  
- Additional attendees may be co-opted to discuss specific agenda items but must be agreed in advance by the Joint Secretaries.




**Application of global agreement**

This letter shall further clarify the intentions of G4S and UNI in connection with their agreement dated 11<sup>th</sup> December 2008.

In recognition of the historic difficulties and complex labour relations situation in the US, and acknowledging that the SEIU and Wackenhut have made significant progress in discussions about a local recognition and peace agreement, the parties agree that the terms of this global agreement will not apply to any of G4S's US based companies during the initial two year period following the effective date of this agreement.

  
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NAME  
For and on behalf of G4S plc

11/12/08.  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
NAME  
For and on behalf of UNI

December 11 2008.  
\_\_\_\_\_  
DATE