



# GARDAWORLD

COLLECTIVE BARGAINING AGREEMENT Between

Trade Union: SENJOUSMEL And,

The Employer Company: GARDAWORLD RWANDA LTD

A labour convention and collective bargaining agreement has been concluded in the following terms:

## INTRODUCTION

- **Preamble**

GardaWorld is one of the largest private security companies operating in Rwanda with a mission to make the world a safer place by protecting its clients' people, assets and operations. It achieves its mission by upholding the highest standards in all the jurisdictions in which it operates.

- **Scope of application**

This collective agreement is applicable to current employees of Gardaworld specific to the unit referred to as “**Commercial Guards**” for articles 1 & 2 and for all employees for Articles 4-6 By definition, “Commercial Guards” are guards who are paid only at the company standard rate and do not enjoy any extra pay as negotiated with various clients. They represent the low earning group of employees in the company.

Here-in after they will be referred only as (Guards).

- **Objective**

This labour convention and collective agreement is intended to meet certain labor requirements and to promote both the productivity and social welfare of GardaWorld Rwanda workers.

- **Applicable laws**

This Agreement is concluded in accordance with:

- National constitution of Rwanda of 2003 revised in 2015 as it has been revised Article 32
- ILO Convention N° 98
- Law N° 66/2018 of 30 /08 /2018 regulating labour in Rwanda as per Article 91

- **Languages used**

This agreement is written in three official languages used in Rwanda. It was initiated and adopted in English and translated to Kinyarwanda & French. In case of conflict in interpretations of different versions, the English one will prevail.

## **Article 1: SALARIES ADJUSTMENTS TO COMMERCIAL CATEGORY GUARDS**

Commercial Category (Low level paid guards) salaries adjustments are agreed as below:



# GARDAWORLD

1. New Guards up to two Year (0 – 2 years) to earn a net salary of 50,000 Frw (Fifty Thousand Rwanda Francs) effective August 2022.
2. Other Commercial Guards from two (2) years and above to earn a net salary of 53,000 Frw Frw (Fifty Three Thousand Rwanda Francs) effective August 2022..
3. Seniority allowance to continue being given to the commercial guards as per prior agreement.
4. Ex- Agespro staff eligible for Seniority allowance to get the allowance on attaining 5 years of service with GardaWorld. Counting of the 5 years to commences from 1st January 2021.
5. Seniority Allowances to commercial guards are as follows: 5 -10 years Rwf 5,000 Gross, 10 -15 years Rwf 7,500 Gross and Above 15 years 10,000 Gross.
6. Adjustment will be made as an allowance referred as **commercial allowance**. The guards' salaries can be negotiated by the employer and its different clients. In the event that the negotiations lead to an agreement to increase the guard salary an adjustment will be made by varying the commercial allowance. Such adjustment will be specific to guards under such a contract.

## **Article 2: HARMONIZATION OF SALARIES**

- It has been agreed that the guards working under commercial category in GardaWorld Rwanda doing the same work should earn the same amount. To this end, it has been agreed that EX-AGESPRO and EX-KK Security guard salaries be harmonized to be equivalent to that earned by commercial guards of work experience 2 years and above ie
- a net of 53,000 Rwf.

## **Article 3: PAYMENT DURING LEAVE**

It was noted that the overtime portion in staff pay slip accounts for 38% of the gross pay. This amount is not paid during the leave. The payment during leave should be equivalent to salary a person earns on a monthly basis.

It has thus been agreed that the guards will be getting full monthly salary same as that earned during working days when they are on leave.

## **Article 4. MEDICAL INSURANCE:**

The company provided Mituelle de sante cover to the guards and their immediate family. It has been agreed that the company will continue with Mituel de Sante where Guards will be reimbursement in timely basis and assisted with salary advance when the Guard requests so to facilitate payment and get the documents to facilitate reimbursement.

For the documents required for reimbursement purposed as support, where such documents have already been provided in prior years, there company should not request them again.

## **Article 5: ABSENTEEISM**

Absenteeism here in defined as not reporting to work without a valid reason or permission granted by supervisor.



# GARDAWORLD

Due to its impact on the performance, image and reputation of the company, it is important that all security officers respect their duties and working times.

It has been agreed that to discourage absenteeism, such cases will attract a deduction in one's earnings at double daily earning rate ie total earning divided by number of days in a month.

Repeated incidents i.e., more than 3 in any period of 12 consecutive months or being absent for 7 consecutive days will be sufficient grounds to terminate the guards contract given the nature and sensitivity of the security industry.

## **Article 6: WORKING OFF**

For guards who will work during their off days, this will be recognized by the company and a compensation day organized at the earliest convenience.

In agreement between the company and the guards, the pending compensation days can be paid off or corresponding number of resting days be given to the guard.

**Article 7:** Article 3, Article 4, Article 5, Article 6 Article 8 -11 will be applicable to all Employees of GardaWorld apart from the administration and management staff.

**Article 8:** The other staff negotiations will continue where required

## **Article 9. Miscellaneous provisions**

- a) This collective convention shall involve the enterprise
- b) It shall be posted at accessible place where every worker should be able to access it at workplace

## **Article 10. Final provisions**

For all matters not specified in this convention, the parties shall rely on laws in force in the republic of Rwanda.

## **Article 11: Entry Into Force And Duration of The Convention**

This convention shall enter into force on the date of its signature.

**Duration of the Agreement:** This convention shall be valid for a period of 2 years, from the date of signature.

**NKOTANYI bdon Faustin**

**William Gichohi**

**SENJOUSMEL S. General  
Secretary General**

**GARDAWORLD Rwanda Ltd  
CountryManager.**

**Done at Kigali on ...../...../2022**