



**Commission for the Verification of Codes of Conduct**  
**Final Report- Audit of Estofel, S. A.**  
August 2008

**I. BACKGROUND**

COVERCO was requested by FLA to audit the labor benefits of the factory Estofel, S.A., which closed operations in November 2007. The audit includes the determination of the labor benefits payment for all the labor force, including the severance pay at the time of the closure, compared with the amount the company paid.

On June 5, 2008, Estofel, S.A., through attorney Juan Pablo Carrasco de Groote, from the law firm Diaz Duran & Asociados, agreed to make available all the information required by COVERCO, which was provided in three tranches, on June 10, 16 and 23, 2008.

COVERCO began field work on June 11. At the first meeting, attorney Carrasco reported that the company Estofel closed operations and was in the process of liquidation. As labor claims have been filed against the company, its files are in different physical locations. This created an obstacle to carry out the audit in a proper way; thus, COVERCO rescheduled its field work for June 27.

FLA requested COVERCO to verify the labor benefit payments to all workers starting from the cancellation of labor contracts in October. COVERCO implemented a work plan that ensures the highest degree of objectivity possible, based on applicable national and international legislation.

It is important to state that Estofel did not have an adequate system of employment records and moreover that such documentation was delivered in tranches, which crucially affected the elaboration of this report. COVERCO, knowing how important the audit was, delivered the report with calculations for 974 employees (female and male) of the factory Estofel, S.A. The labor benefits calculations include Christmas Bonus, Bonus 14, and Vacations. Due the unilateral closure of the company, which ended the labor relationship with the entire workforce, we also added: severance pay, indirect labor benefits [economic advantages or *ventajas económicas*], and maternity and breastfeeding benefits.

Also, it should be pointed out that the audit does not include 83 cases that correspond to the contract cancellations that Estofel carried out in September. These cases were brought to our attention by complaints from workers; COVERCO documented these allegations and informed the FLA and another company that had had production in such factory. COVERCO considers that, unless proven otherwise, an investigation of such cancellations should occur as it might inform the reasons for the closure of Estofel.

**II. DESCRIPTION OF ESTOFEL, S. A.**

The company Estofel, S.A., was established for the economic purpose of manufacturing garments. According to the Mercantile Registry, Estofel, S.A., was registered on November 23, 2001. Further, according the information available in the Mercantile Registry as of May 2008, the company had an active status.

As point of reference and according to documents, Estofel had 1,292 employees at the end of June 2007. Coverco's investigation starts in October 2007, when the first closure occurred.



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According to company records, on October 15, Estofel had a total of **974** employees (see Table 1). The tenure of some of the workers could extend as far back as to 1991, a situation that could not be analyzed in sufficient depth by this audit due the lack of timely access to files for all personnel. It should be noted that Estofel, S.A. provided COVERCO with a list with 57 names of pregnant employees and another with 35 names of employees in the breastfeeding period.

The company began operations in 1991 under the name of Bluca, S.A. Later, it was called Somosuna, S.A.; then company Esmia, S.A.; and most recently Estofel, S.A. Based on commercial law, Estofel, S.A. has full responsibility for the labor relationship with all and each of the employees (female and male) since the establishment of Bluca, S.A. (See Articles 23 and 24 of the Labor Code<sup>1</sup>).

**Table 1. – Labor Force Distribution**

<b>STATUS</b>	<b>TOTAL</b>
<b>Administration</b> (Payroll from 11/1/2007 to 11/30/2007)	<b>39</b>
<b>Plant 1</b> Includes operators, helpers, supervisors (Payroll from 11/1/2007 to 11/15/2007)	<b>620</b>
<b>Plant 2</b> Includes operators, helpers, supervisors (Payroll from 11/1/2007 to 10/15/2007)	<b>315</b>
<b>Total</b>	<b>974</b>

As the request of the attorneys at the firm Diaz Duran & Asociados, with the concurrence of FLA, COVERCO has had meetings with attorneys Juan Pablo Carrasco and Juan Carlos Pinillos. As of the date of this report, two working meetings were held. The meeting on July 24 was to go through the contents of COVERCO's first Preliminary Report and to schedule two other meetings. The first was held on August 4, with the presence of managers of the company Estofel, for the purpose of looking at COVERCO's comments regarding the 83 contracts that were cancelled in September. During this meeting, the company gave COVERCO 18 photocopied resignation letters (13 female employees and 5 male employees). On August 5, attorneys Carrasco and Pinillos presented legal arguments and Juridical Resolutions that justify not including the 30% indirect labor benefits [economic advantages] in COVERCO's report. During the last meeting, held on August 11, COVERCO reiterated its own arguments for doing so, stating that there also exist Juridical Resolutions favorable to workers and therefore COVERCO ratifies the inclusion [of indirect labor benefits]. At

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<sup>1</sup> Article 23: "The substitution of employer does not affect existing labor contracts to the detriment of the worker. The substituted employer is obliged in solidarity with the new employer with respect to obligations related to labor contracts or other legal provisions in effect before the substitution date and for up to six months. After this term is concluded, the responsibility remains only with the new employer. The substituted employer will not be responsible in any case for the actions caused by acts or omissions attributable to the new employer."

Article 24: "Failure to comply with an individual labor contract or with the labor relationship only obligates the parties to economic responsibility, namely the remedies set by this Code, its provisions, and other social welfare or labor laws, and in no case will they result in coercive measures against individuals."



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the August 11 meeting, COVERCO also received the remaining photocopies regarding the 83 contract cancellation cases.

### III. LEGAL ISSUES TO CONSIDER

As was reported, the factory closures happened between October and November 2007. Guatemalan legislation contains the following prescriptive articles:

Article 260 of the Labor Code establishes that: "The employees' rights to claim against their employer, in cases of dismissal or disciplinary actions that may be applied to them, terminate within a period of thirty work days, beginning from date of the termination of the contract since the moment such corrective actions were imposed."

Furthermore, Article 264 of the Labor Code states: "Except as otherwise provided, all the rights that directly flow from this Code, its regulations, or other labor and social welfare laws, terminate in two years. This term starts from the moment when the action or omission occurred."

Article 266 of said Code establishes that: "The termination term is interrupted..."

- a) By legal claim or proceeding of a competent authority;
- b) By the fact that the person who benefits from the termination expressly recognizes verbally or in writing or tacitly through unquestionable actions, the right of the person disfavored by the termination term.  
Among the means comprised by this subsection are payment or fulfillment of the obligation by the debtor, whether partial or in any other way; and
- c) By force majeure or unforeseen circumstances properly documented."

Furthermore, Article 105 of the Political Constitution of the Republic of Guatemala literally states: "**Irrenunciability of labor rights.** The rights included in this section may not be renounced by workers, though they may be exceeded through individual or collective contracts, pursuant to domestic law. With this aim, the State will encourage and protect collective negotiations. Even if expressed in a collective or individual labor contract, in an agreement or in any other document, provisions that imply renunciation, decrease, distortion, or limitation of the recognized rights of workers embodied in the Constitution, in law, in international agreements ratified by Guatemala, and in regulations or other labor legislation, will be null and void **ipso jure** and will not result in obligations for workers..

When there is doubt about the interpretation or scope of laws, regulations, or contracts regarding labor matters, they will be interpreted in the manner most favorable to workers."



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#### IV. FINDINGS

Through examination of employment records, COVERCO established that Estofel, S.A. had two production plants. Moreover, COVERCO found that some of the employees (female and male) were transferred from one plant to the other. This circumstance complicated even more the examination of records. Secondary sources (interviews) plus the information from records revealed that in September 2007, the factory started the cancellation of contracts. The first reduction was of 83 workers. The interviews showed that at least 80 cases were due the workers' intention to organize a labor union.

On August 4 the Representative of Estofel, S.A. stated to COVERCO that the resignations were voluntary and provided photocopied resignation letters, checks and receipts that detailed the payment of labor benefits to such personnel. COVERCO analyzed the documents for the 83 cases and confirmed that 62 letters of resignation referenced personal problems and/or motives. It is essential to point out that the company followed domestic legislation when it did not pay severance to 39 employees involved in these 62 resignations, while it paid severance to 23 of them although it was not required to do so.

In October, the company closed operations in plant 2, resulting in 315 employment contract cancellations. On November 15, the process concluded with the closure of plant 1, with 659 cancelled contracts, including management personnel.

COVERCO researched a total of 1057 cases, corresponding to the September payroll and subsequently analyzed in detail those of the 974 female and male employees who were registered at the time of the closure of plants 1 and 2. The difference between September and October [employment levels] was discussed in prior paragraphs.

During the audit process, COVERCO verified payroll records regarding 974 female and male employees of Estofel, S.A. Several registries were incomplete; most of them only had copies of payments (vouchers) with the name of the employees. Those documents supported the payment of labor benefits and were duly signed by workers.

Due the aforementioned, COVERCO requested the settlement form (*finiquito*) for each female and male employee. Estofel personnel delivered such documents on June 26, at 16:00 hours. These documents, however, **CANNOT** be considered as settlement forms (*finiquitos*) because they are a **"SIMPLE COPY OF THE INFORMATION OF THE ACCOUNTING DEPARTMENT OF THE COMPANY ESTOFEL, SOCIEDAD ANONIMA, REGARDING THE PAYMENT OF LABOR BENEFITS..."** (See attachment.)

It is important to state that these copies are simple copies; that is, they are not signed by the employees but only by management of the company and by an Attorney at Law and Notary Public.

**No documentation was found that proves the payment made by Estofel to each employee. The simple copies DO NOT guarantee the total amount was paid. For the purpose of carrying out this audit, the simple copies will be used only as comparison base between the calculation of the General Inspectorate of Labor – IGT -- and COVERCO.**



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**Consolidated Labor Benefits Calculation for 974 Female and Male Workers**

Below we will describe the comparative summaries of the payments that purportedly were made by Estofel, S.A., a projection of the calculation that would be made by the General Inspectorate of Labor, and the calculation suggested by COVERCO.

Table 2. –

**Comparative Summary of the Calculation of Overall Total Labor Benefits for 974 Female and Male Workers of Estofel, S. A.**

<b>Overall Total Labor Benefits: Christmas Bonus, Bonus 14, Vacations, Severance Pay, Indirect Labor Benefits, Maternity and Breastfeeding Period</b>			
<b>COVERCO</b>	<b>IGT</b>	<b>FACTORY</b>	
<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Remarks</b>
<b>11,106,599.32</b>	<b>10,299,866.68</b>	<b>3,868,618.49</b>	

Based on Guatemalan legislation, Table 2 shows the amount of Q11,106,599.32 that would correspond to the 974 female and male employees as labor benefits, including: Christmas Bonus, Bonus 14, Vacations, Severance Pay, Indirect Labor Benefits [Economic Advantages], Maternity (pre- and post-natal), and Breastfeeding Period. These last two benefits apply to 57 female employees that were pregnant at the time of the closure of the factory and to 35 mothers that worked there who had the right to the breastfeeding period.

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Table 3.

Comparative Summary of the Calculation of Overall Total Labor Benefits, excluding Indirect Labor Benefits, for the 974 Female and Male Workers of Estofel, S.A.

<b>Overall Total Labor Benefits: Christmas Bonus, Bonus 14, Vacations, Severance Pay, Maternity and Breastfeeding period</b>			
<b>COVERCO</b>	<b>IGT</b>	<b>FACTORY</b>	
<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Remarks</b>
<b>8,685,754.69</b>	<b>8,010,124.01</b>	<b>3,868,618.49</b>	

This new table was added at the request of the law firm Diaz Duran & Asociados. COVERCO agreed with its inclusion. Said law firm will also present its comments [on this topic] through a separate document.

**Consolidated Calculations of Plants 2 and 1 and Administrative Personnel**

Table 2.1. – Comparative Summary of the Overall Payment of Labor Benefits to the Personnel  
of Plant 2, including Economic Advantages

<b>Total Labor Benefits</b>			
<b>COVERCO</b>	<b>IGT</b>	<b>FACTORY</b>	
<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Remarks</b>
<b>3,164,625.35</b>	<b>3,053,266.22</b>	<b>1,114,770.38</b>	

Table made by COVERCO, based on information and formulas used by the Labor and Social Welfare Ministry.

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Table 2.2 – Comparative Summary of the Overall Payment of Labor Benefits to the Personnel  
 of Plant 1, including Economic Advantages

Total labor benefits:			
COVERCO	IGT	FACTORY	
Amount	Amount	Amount	Remarks
<b>7,335,639.25</b>	<b>6,672,186.40</b>	<b>2,528,040.19</b>	

Table made by COVERCO, based on information and formulas used by the Labor and Social Welfare Ministry.

Table 2.3 – Comparative Summary of the Overall Payment of Labor Benefits to the Management  
 Personnel, including Economic Advantages

Total Labor Benefits			
COVERCO	IGT	FACTORY	
Amount	Amount	Amount	Remarks
<b>606,334.72</b>	<b>574,414.06</b>	<b>225,807.92</b>	

Table made by COVERCO, based on information and formulas used by the Labor and Social Welfare Ministry.

Attachment 2. Calculation Spread Sheet of 974 employees.

Tables 2.1.1, 2.2.1, and 2.3.1 describe the payments made by the company Estofel. There are differences between payments received and documented through receipts (vouchers) and payments information contained in the simple copy prepared by management.

Attachments 2.1, 2.2, and 2.3 describe in more detail the differences in the payments received by the workers.



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Table 2.1.1 - Comparative Summary of Information from Estofel on Plant 2

<b>ESTOFEL INFORMATION</b>					
<b>Comparison between Signed Vouchers and Reports of Labor Benefits Paid Without Signature of the Female or Male Worker</b>					
Payment of Labor Benefits According to Vouchers			Reports of Settlement (without signature of the worker)		Total Amount of the payment receipt and/or settlement reports
First Payment	Second Payment	Total Amount	Simple copy (1)	Simple copy (2)	
Amount	Amount		Amount	Amount	
597,810.96	505,814.52	1,103,625.48	855,547.73	0	

Table 2.2.1 -- Comparative Summary of Information from Estofel on Plant 1

<b>ESTOFEL INFORMATION</b>					
<b>Comparison between Signed Vouchers and Reports of Labor Benefits Paid Without Signature of the Female or Male Worker</b>					
Payment of Labor Benefits According to Vouchers			Reports of a settlement (without signature of the worker)		Total Amount of the payment receipt and/or settlement reports
First Payment	Second Payment	Total Amount	Simple copy (1)	Simple copy (2)	
Amount	Amount		Amount	Amount	
1,244,475.88	1,117,408.29	2,361,884.17	2,839,608.15	261,092.98	

Table 2.3.1 -- Comparative Summary of Information from Estofel on Management Personnel

<b>ESTOFEL INFORMATION</b>					
<b>Comparison between Signed Vouchers and Reports of Labor Benefits Paid Without Signature of the Female or Male Worker</b>					
Payment of Labor Benefits According to Vouchers			Reports of a Settlement (without signature of the worker)		Total Amount of the payment receipt and/or settlement reports
First Payment	Second Payment	Total Amount	Simple copy (1)	Simple copy (2)	
Amount	Amount		Amount	Amount	
136,277.59	89,530.33	225,807.92			

Tables made by COVERCO, based on information contained in documents provided by Estofel, S.A.



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**1. Labor Benefits**

In what follows will be described the labor benefits to which female and male employees have a right in instances of cancellation without cause of their contracts. To illustrate the calculation, line 7149 in the attachment will be used.

Labor benefits: are those rights an employee acquires for the service he/she gives in an employment relationship with an employer, through a Labor Contract. These benefits are set out in Guatemalan labor legislation, which governs the payment of benefits when the labor relationship concludes.

**Table 4**

<b>Social and Economic Benefit</b>	<b>Law</b>	<b>Law Number</b>
<b>Christmas Bonus</b>	Law Regulating Christmas Bonus for Private Sector Employees	Decree 76-78
<b>Bonus 14</b>	Law Regulating Annual Bonus for Employees of the Private and Public Sectors	Decree 42-92
<b>Vacations</b>	Labor Code	Decree 1441
<b>Severance Pay</b>	Labor Code	Decree 1441
<b>Indirect Labor Benefits [Economic Advantages]</b>	Labor Code	Decree 1441
<b>Maternity (Pre- and Post-natal)</b>	Labor Code	Decree 1441
<b>Breastfeeding Period</b>	Labor Code	Decree 1441

**Description of Economic Benefits**

It is important to state that COVERCO was able to do the calculation for the Christmas Bonus and Bonus 14 for the company because it had available the needed information (dates of the payment period and the monthly base wage of each employee), while it could not do the same for vacations and severance pay since it did not have precise information on the overtime hours used by the company for its calculations. However, in the comparative table (Table 2), COVERCO used only the total payment presumably paid by the company, according to copies of vouchers and checks signed by the workers and information on payments without the signature of the workers.

**1.1 Christmas Bonus:**

Decree 76-78, Article 1: "Every employer is obliged to grant annually a Christmas bonus to his or her employees, equivalent to one hundred percent of the monthly regular wage or salary they earn in one year of continuous service, or the corresponding proportional portion." Furthermore, Article 3 states: "Labor continuity is not interrupted by leave with or without pay, individual or collective suspensions whether partial or total that the worker might have experienced during the employment relationship." Similarly, Article 7 states: "The payment of the Christmas bonus must be documented in writing."

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"If the employer, when requested by labor authorities, does not show the corresponding receipt with the signature or fingerprint of the employee, it is presumed – unless there is proof to demonstrate the contrary – that the Christmas bonus has not been paid." Also, Article 8 states. "It is prohibited to substitute this benefit with payment in kind."

For the calculation of the amount of Christmas Bonus to be paid, the average of the regular pay earned by the employee during the last year of service (between December 1 of one year and November 30 of the following year) or the proportional part must be used. In this audit, the legally-established period was taken to be from December 1, 2006, to the date of termination of the labor relationship.

Table 5 – Comparison of Calculation of Christmas Bonus, Plant 2

(315 employees)

CHRISTMAS BONUS							
COVERCO				IGT		FACTORY	
Term	Days	Amount	Days	Amount	Days	Amount	
12/01/2006	10/07/2007	93,724	356,172.29	92,499	350,314.94	93,724	361,866.54

Table 5.1 – Comparison of Calculation of Christmas Bonus, Plant 1

(620 employees)

CHRISTMAS BONUS							
COVERCO				IGT		FACTORY	
Term	Days	Amount	Days	Amount	Day	Amount	
01/12/2006	15/11/2007	209,632	797,714.34	206,597	778,821.71	209,632	805,653.20

Table 5.2 – Comparison of Calculation of Christmas Bonus, Management Personnel

(39 employees)

CHRISTMAS BONUS							
COVERCO				IGT		FACTORY	
Term	Days	Amount	Days	Amount	Days	Amount	
01/12/2006	30/11/2007	13,018	73,681.85	12,832	72,039.29	13,018	74,507.03

Table made by COVERCO based on documents provided by Estofel, S.A. and formulas used by the Labor and Social Welfare Ministry.

Note: See the detailed information in Attachment 5.1



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**Sample Case According to IGT:**

Uses a year of 360 days	
Term from 12/01/2006 to 11/15/2007	345 days used for the calculation
Last daily wage earned	Q.45.82
Formula	Daily wage 45.82 * 345 worked days / 365 * 30 days = <b>Q. 1,299.28</b>

**Calculation:**

Daily wage:  $Q.45.82 * 30 = Q. 1,374.60$  \* 12 months =  $1649.20 / 365 = Q. 45.19$

Factor:  $30 / 360 = 0.0833$  \* 307 = 25.58 \*  $Q. 45.19 = Q. 1,299.28$

**Sample Case According the Factory:**

Uses a year of 365 days	
Term from 12/01/2006 to 11/15/2007	350 days used for the calculation
Last daily wage earned	Q.45.82
Formula	Daily wage $Q.45.82 * 365 / 12$ months * 350 days / 363 = <b>Q.1,343.78</b>

**Calculation:**

Factor of the month:  $365/12 = 30.41666667$  \* 350 =  $10,645.8333$  \*  $Q.45.82 / 363 = Q. 1,343.78$

**Sample Case According to COVERCO:**

Uses a year of 365 days	
Term from 12/01/2006 to 11/15/2007	350 days used for the calculation
Last daily wage earned	Q.43.64
Formula	Daily wage $45.6269 * 350 / 365 * 30.41666667 = Q.1,330.08$

Based on legislation, the average of the earned wage was taken as follows:

Between 12/01/2007 to 12/31/2007 it was  $Q.43.64 * 31$  days =  $Q. 1,352.84$

From 01/01/2007 to 11/15/2007 it was  $Q.45.82 * 319$  days =  $Q. 14,616.58$  to obtain the daily wage.

Daily wage: Amount  $Q.1,352.84 + Q. 14,616.58 = Q.15,969.42 / 350 = Q. 45.6269$

**Calculation:**

Factor of the month:  $365/12 = 30.41666667$  \* 350 =  $10,645.8333$  \*  $Q.45.6269 / 365 = Q. 1,330.08$

**1.2 Bonus 14**

Decree 42-92, Article 1: "It is established as a compulsory labor benefit that every employer, whether in the private or public sector, pay its employees an annual bonus that is equivalent to a regular wage or salary earned by the employee. This benefit is additional and independent of the annual Christmas Bonus that must be paid to the employee."

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Article 2 also states: "The annual bonus will be equivalent to one hundred percent (100%) of the regular wage or salary earned by the employee in a month for employees that have given continuous service to their employer in a year prior to the payment's date. If the length of the labor relationship is less than one year, the benefit will be in proportion to the worked time. The calculation of this benefit amount will be done based on the average of the regular wages or salaries earned by the employee in the year ended in June of each year."

**Table 6 – Comparison Calculation of Bonus 14, Plant 2**

(315 employees)

BONUS 14							
COVERCO				IGT		Factory	
Term		Days	Amount	Days	Amount	Days	Amount
07/01/2007	10/07/2007	31,026	119,159.12	30,397	115,143.45	31,026	119,815.64

**Table 6.1 – Comparison Calculation of Bonus 14, Plant 1**

(620 employees)

BONUS 14							
COVERCO				IGT		Factory	
Term		Days	Amount	Days	Amount	Days	Amount
07/01/2007	11/15/2007	85,301	326,020.63	83,443	314,550.60	85,301	327,816.89

**Table 6.2 – Comparison Calculation of Bonus 14, Management Personnel**

(39 employees)

BONUS 14							
COVERCO				IGT		Factory	
Term		Days	Amount	Days	Amount	Days	Amount
07/01/2007	11/30/2007	5,694	32,415.57	5,579	31,322.72	5,694	32,590.59

Tables made by COVERCO based on documents provided by Estofel, S.A. and formulas used by the Labor and Social Welfare Ministry.

Note: See the detailed information in Attachments 5.1, 5.2, and 5.3.

**Sample Case according to IGT:**

Uses a year of 360 days	
Term from 07/01/2007 to 11/15/2007	135 days used for the calculation
Last daily wage earned	Q.45.82
Formula	Daily wage Q.45.82 * 135 /365 * 30 = Q. 508.41



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**Calculation:**

Daily wage: Q.1, 374.60 \* 12 = Q. 16,495.20 /365 = Q. 45.1923  
 Factor: 30 / 360 = 0.0833 \* 135 = 11.2499999 \* Q. 45.1923 = **Q. 508.41**

**Sample Case According to the Factory:**

Uses a year of 365 days	
Term from 07/01/2007 to 11/15/2007	138 days used for the calculation
Last daily wage earned	Q.45.82
Formula	Daily wage 45.82 * 365 / 12 months * 138 worked days /363 = <b>Q. 529.83</b>

**Calculation:**

Formula: Daily wage 45.82 \* 365 / 12 months \* 138 worked days /363 = **Q. 529.83**

**Sample Case According to COVERCO:**

Uses a year of 365 days	
Term from 07/01/2007 to 11/15/2007	138 days used for the calculation
Last daily wage earned	Q.45.82
Formula	Daily wage 45.82 * 138 days /365 * 30.41666667 = <b>Q.526.93</b>

**Calculation:**

Factor of the month: 365/12 = 30.41666667 \* 138 = 4197.9999999 \* Q.45.82 / 365 = **Q. 526.93**

**1.3 Vacations:**

Article 130: "Every employee without exception has the right to paid vacations after each year of continuous service with the same employer, with a minimum duration of 15 working days. Continuity of service is established pursuant the regulations in subsections c and d of Article 82."

Article 131: "In order for a worker to have the right to vacations, he or she must have worked a minimum of 150 days in the year, although the labor contract may not demand working all hours of a regular shift or days of a work week. Days when the worker is on paid leave pursuant to the Labor Code or a collective agreement, by work-related illness, sick leave, or a work accident, will be considered as worked days."

Article 133: "Vacations may not be substituted for pay except when the employee has earned them and has not been able to enjoy them due to the end of the employment relationship for whatever reason. The employee is prohibited from doing work for any person during the vacations period..."



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“When the employee stops working in the position for any reason before completing one continuous year of service or before [working for a sufficient period] to have the right to a new term, the employer must compensate the employee proportionately for his/her [unused] vacations, in accordance with the employee’s tenure.”

Article 134: “For the purpose of calculating the wage an employee must receive during vacations, in the case of workers employed in the agriculture or livestock farming sectors, workers will receive the average of regular and special payments earned by the employee in the last three months, while for all other [sectors] the period of the last year shall be used. These respective terms apply in both cases from the moment the worker acquires the right to vacations.”

Article 135: “Unjustified absences from work should not be deducted from the vacation period, except those that have been previously paid to the employee.”

“If the employee’s wage has been established as fortnightly or monthly, the employer should not deduct the unjustified absences that have been previously paid, when the number of days is more than one third of the vacation period.”

Article 136: “Employees should [be able to take] their vacation period without interruptions and may be required at a maximum to divide them into two portions when their position is special and does not allow for a long absence.”

“Employees should enjoy their vacations period without interruptions. Vacation days may not be accrued from year to year for the purpose of taking a longer rest period. However, after the termination of the [work] contract, the employee may claim cash compensation for the [vacation] periods that have not been used during the last five years.”

According to the lists provided by the factory for the purpose of verifying the payment for vacations, COVERCO confirmed the vacation payments during 2006-2007. Furthermore, it is important to note that although Guatemalan legislation establishes the right to 15 vacation days for every employee after completing one year of service for the same employer, it was found through the records that Estofel, S.A., paid 17 days to all workers that fulfilled the legal requirements. Given this policy, COVERCO calculated vacations on the basis of 17 days.

**CHART 7 – Comparative Calculation of Vacation Pay, Plant 2**

(315 employees)

VACATIONS									
COVERCO				IGT				Factory	
Daily Average	Term	Days	Amount	Average 6 months	Daily Average	Days	Amount	Days	Amount
51.57		58,061	137,679.87		51.69	57,232	119,672.97		



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**TABLE 7.1 – Comparative Calculation of Vacation Pay, Plant 1**  
 (620 employees)

VACATIONS									
COVERCO				IGT				Factory	
Daily Average	Term	Days	Amount	Average 6 months	Daily Average	Days	Amount	Days	Amount
53.01		110,442	269,218.76		52.39	108,697	230,565.12		

**TABLE 7.2 – Comparative Calculation of Vacation Pay, Managerial Personnel**  
 (39 employees)

VACATIONS									
COVERCO				IGT				Factory	
Daily Average	Term	Days	Amount	Average 6 months	Daily Average	Days	Amount	Days	Amount
71.12		7,835	26,223.45		71.42	7,713	22,783.30		

Tables made by COVERCO based on information from documents provided by Estofel, S.A. and formulas used by the Labor and Social Welfare Ministry.

Note: See complete information in Attachment 7.

**Sample Case According to IGT:**

Uses a year of 360 days	
Term from 08/18/2007 to 11/15/2007	88 days used for the calculation
Last daily wage earned	Q.45.82
Formula	Daily wage 54.631 * 15 vacation days * 88 worked days / 365 = <b>Q. 197.57</b>

Gross daily wage:  $45.82 * 30 = Q.1,374.60 * 6 = Q. 8247.60 + Q.702.23$  (overtime) +  $Q.883.75$  (other earning) =  $9,833.58 / 6 / 30 = Q. 54.631$

Calculation: Gross wage  $54.631 * 15$  days \*  $88 / 365 = Q. 197.57$



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**Factory:**

Since the factory did not provide the formulas and it is not known what information was recorded, it was not possible to calculate vacations [in the manner done by the company]. However, it is important to state that the company was paying 17 days for vacations according to the records.

**Sample Case According to COVERCO:**

Uses a year of 365 days	
Term from 08/18/2007 to 11/15/2007	90 days used for the calculation
Last daily wage earned	Q.45.82
Formula	90 worked days / 365 * 17 vacation days * 54.6732 = <b>Q. 232.73</b>

Factor of the month:  $365 / 12 = 30.41666667$

- 1) Regular days amount:  $45.82 * 158$  regular days (for the months: May to October 2007)= 7,239.56
  - 2) Overtime amount: 702.23 (for the months: May to October 2007)
  - 3) **Calculation of the seventh day:** Amount of 26 seventh days (for the months of: April to September 2007):  $702.23 / 158$  regular days = 4.4444936 +  $45.82 * 26$  seventh days = 1306.8768
  - 4) Other earning amount: 883.75 (for the months of: May to October 2007)
- Daily gross wage amount:  $\text{Sum } (1+2+3+4) = 7,239.56 + 702.23 + 1,306.8768 + 883.75 = 10,132.4168 / 6 / 30.41666667 = \text{Q. } 55.52009$

**Calculation:** Factor:  $17 \text{ vacation days} / 365 = 0.0465753 * 90 = 4.1917808214 * \text{Q. } 55.52009 = \text{Q. } 232.73$

It is important to mention that the legislation establishes that vacations must be calculated on the basis of the regular and special wages that were earned by the employee during the last year he or she worked. However, due to the fact that the company did not provide the payrolls on time, COVERCO took the average of the regular and special wages, as well as other earnings which were earned during the last 6 months.

COVERCO included in this calculation the **Seventh day** on the basis of Article 129. "The payment for weekly break days or holidays must be done according to the daily average of regular and special wages that the employee has earned during the week immediately prior to the break or holiday in question. It is understood that when the wage is by fortnight or monthly, it includes – in an implicit way – the payment of the weekly break days or the holidays that are not worked."

Additionally, Article 121 states: "The actual work performed beyond the time limits established by the previous articles for the regular shift, or which exceeds the lower limit that is mutually agreed upon, is considered a special shift and must be compensated at a minimum at fifty percent more than the minimum wage or fifty percent more than the higher wage that has been mutually agreed upon by the parties."

Based on the previous regulation, the calculation for the seventh day should follow the following process:



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**Practical example:** One female employee of Estofel made 1 overtime hour during the fortnight from October 1 to 15, 2007, which has 2 seventh days (Sundays) and 13 regular days. Her regular daily wage is Q.45.82

<b>Calculation Process of a Seventh Day When Special Time is Worked During a Time Period 15 days</b>		
Concept	Calculation	Amount
Daily Regular Wage		45.82
Regular Wage per hour	$45.82 / 8 \text{ hours}$	5.7275
Special Wage per hour	$5.7275 * 1.5$	8.59125
Complement of the seventh day wage	$8.59125 / 13 \text{ regular days} =$	0.66086
Wage of 1st seventh day	$45.82 + 0.66086 =$	46.48
Wage of 2nd seventh day	$46.82 * 2 \text{ seventh day} =$	92.96

As can be seen in the fifth row of the table above, this is in accordance with the Guatemalan labor legislation: "The payment of the weekly break days or holidays must be done according to the daily average of regular and special wages the employee has earned..." In other words, this means 45.82 of regular wage + 0.66086 of the complementary salary paid for overtime work during the fortnight.

## 2. Severance Pay

Article 82 of the Labor Code establishes: "If an indefinite labor contract concludes after the trial period has passed, due to an unjustified dismissal of the employee or due to any other cause mentioned in Article 79, the employer must pay the employee severance for the time of service equivalent to one month's wage for each year of continuous service and, if the employee has worked for less than one year, in proportion to the time worked. In order to calculate the continuous service, the date that the labor relationship began should be used; it does not matter when this was."

"The severance pay for time of service is additionally governed by the following regulations:

- a) the amount cannot be taken as compensation, sale or transfer; nor can it be seized, except under the terms stated in Article 97;
- b) the amount must be calculated based on the average wage earned by the employee during the last six months that the contract is in effect, or the time the employee has worked if such a term has not been completed;
- c) the continuity of work is not interrupted by illness, vacations, leave of absence, legal strike, or any other similar situations that, in accordance with this Code, suspend the labor contract but do not terminate it;
- d) a contract clause is *ipso jure* nullified if it interrupts the continuity of services that have been given or will be given; and
- e) the employer that dismisses an employee due to illness, permanent disability or old age is not obligated to pay said severance, if and when the employee in question is protected by Guatemalan

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Social Security Institute benefits and begins to receive a disability, illness or old-age pension whose actuarial value is equal or greater to the severance owed for the time served."

If the actuarial value of the pension provided by the Guatemalan Social Security Institute based on the life expectancy of the individual is lower [than the severance], the employer is only obligated to cover the difference.

If the employee does not have such protection, the employer is obligated to pay severance to the worker for the corresponding time that has been served.

If an employee who is unable to continue fulfilling the duties assigned under his/her employment due to illness, permanent disability, or old age and, or, for any of these reasons, which must be justified in advance, decides to retire, he or she is entitled to fifty percent of the severance pay established in this article, which must be paid by the employer. This is the case if and when the employee does not receive the corresponding benefits from the Guatemalan Social Security Institute. In the case that the Institute pays a pension whose actuarial value is less than the pension in accordance with the aforementioned regulation, according to the life expectancy that the Institute establishes for said employee, the employer is only obligated to cover the difference needed to complete the severance pay in the case of retirement.

In the case that the pension provided by the Guatemalan Social Security Institute to the employee is either greater than or equal to the severance pay provided in this paragraph, according the given regulations, the employer does not have any obligation."

Furthermore, Article 85 states: "There are causes for the termination of labor contracts of any kind that are not the responsibility of the employee and do not reduce the rights for the worker or any of his children or spouse, to claim and obtain the payment of the labor benefits or severance pay belonging to him by virtue of the rules of this Code or due to special regulations such as those contained in the regulations issued by the Guatemalan Social Security Institute.

- a) Death of the employee, in which case, if at the moment of his or her death the employee did not benefit from protection of the Institute or his dependents for some reason do not have right to claim his or her benefits, the employer has the obligation to cover such dependents in the amount of one month of salary for every year of service the employee performed, up to a maximum of fifteen months if the company has twenty or more employees, or up to ten months if the company has less than twenty employees. Such severance pay shall be paid by the employer in monthly payments equivalent to the wage that the employee earned in the same time frame. If the Institute grants death benefits that are less than the aforementioned ones, the obligation of the employer is limited to cover, as previously noted, the difference necessary to complete this benefit.

The legal capacity of the beneficiaries of the deceased employee must be proven before the Court of Labor and Social Welfare, through the attestations of the Civil Registry or through any other relevant proof, without requiring the legal formalities associated with the rights under common law. However, the ruling of the judge in this regard can not be invoked except for the purposes of this subsection. The issue must be addressed on a case by case basis; and

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- b). Force majeure or unforeseen circumstances, insolvency, bankruptcy or judicial or extrajudicial liquidation of the company or disability or death of the employer: This regulation is applicable when the facts to which they refer cause, as a necessary result, the absolute inability to comply with the contract.

In these cases, the General Inspectorate of Labor the Labor and Social Welfare Courts – if a lawsuit were filed – may adjust in a discretionary way the amount of obligations of the company for the dismissal. In no case can these be lower than the amount of two days of wages, nor higher than four months of wages for each employee. For this purpose, the financial capacity of the company must be taken into account, and must be in harmony with the time each contract has been in effect.

Notwithstanding the maximum limit established by the prior paragraph, if the insolvency or bankruptcy is deemed to be illegal or fraudulent, the regulations of Articles 82 and 84 must be applied should these articles grant higher benefits or severance pay in favor of the employees."

Table 8 – Comparative Calculation of Severance Pay, Plant 2  
(315 employees)

SEVERANCE PAY								
COVERCO			IGT			FACTORY		
Days	Daily Average	Amount	Daily Average	Days	Amount	Average	Days	Amount
370,625	59.26	1,843,342.96	59.37	369,050	1,799,258.75			

Table 8.1 – Comparative Calculation of Severance Pay, Plant 1  
(620 employees)

SEVERANCE PAY								
COVERCO			IGT			FACTORY		
Days	Daily Average	Amount	Daily Average	Days	Amount	Average	Days	Amount
787,909	60.66	3,999,955.04	60.04	784,809	3,872,025.90			

Table 8.2 – Comparative Calculation of Severance Pay, Management Personnel  
(39 employees)

SEVERANCE PAY								
COVERCO			IGT			FACTORY		
Days	Daily Average	Amount	Daily Average	Days	Amount	Average	Days	Amount
43,550	82.44	324,924.41	82.90	43,355	303,625.25			



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Tables made by COVERCO based on documentary information provided by Estofel, S.A. and formulas used by the Labor and Social Welfare Ministry.

Note: See the complete detail in Attachment 8

**Sample Case According to IGT:**

Uses a year of 365 days	
Term from 08/18/2006 to 11/15/2007	450 days used for the calculation
Gross daily wage	Q.62.26766666
Formula	Gross daily wage 62.26766666 * 30 * 450 / 365 = Q. 2,303.05

It is important to mention that to get the total number of days worked or covered by the labor relationship, IGT deducts 5 days to the electronic formula = sum (final date, beginning date) - 5 = 450

- 1) Monthly wage 1374.60 \* 6 = 8247.60
  - 2) 50% Christmas bonus: 1374.60 / 2 = 687.30
  - 3) 50% Christmas bonus: 1374.60 / 2 = 687.30
  - 4) Special wage: 702.23
  - 5) Other earning: 883.75
- Total daily wage was earned: Sum (1+2+3+4+5) = 8247.60 + 687.30 + 687.30 + 702.23 + 883.75 = 11,208.18 / 6 = 1868.03 / 30 = Q.62.26766666
- Calculation:** Factor: 30/365 = 0.0821917 \* 450 days = 36.9863 \* Q.62.26766666 = Q. 2,303.05

**Factory:**

Due to the fact that the factory did not deliver the formulas and the data used is not known, it was not possible to calculate the severance pay.

**Sample Case According to COVERCO:**

Uses a year of 365 days	
Term from 08/18/2006 to 11/15/2007	455 days used for the calculation
Gross daily wage	Q. 63.16
Formula	Gross daily wage 63.16 * 30.41666667 * 455 / 365 = Q. 2,394.70

Factor of the month: 365 / 12 = 30.41666667  
According to the last 6 months (May to October 2007), there are 184 days distributed as follows: 158 regular days and 27 seventh days. It is needed to sum these quantities according the amount of each:

- 1) Regular days amount: 45.82 \* 158 regular days (of the months: May to October 2007) = 7,239.56
- 2) Overtime amount: 702.23 (of the months: May to October 2007)
- 3) **Calculation of the seventh day:** Amount 26 seventh days (of the months: May to October 2007): 702.23 / 158 regular days = 4.444936 + 45.82 \* 26 seventh days = 1306.8768
- 4) Other earning amount: 883.75 (of the months: May to October 2007)
- 5) 50% Christmas bonus: 45.82 \* 365 = 16724.30 / 12 = 1393.6916 / 2 = 696.85
- 6) 50% Christmas bonus: 45.82 \* 365 = 16724.30 / 12 = 1393.6916 / 2 = 696.85



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Gross daily wage: is the sum of (1+2+3+4+5+6) = 7,239.56 + 702.23 + 1,306.8768 + 883.75 + 696.85 + 696.85 = 11,526.12 / 6 = 1,921.02 / 30.41666667 = 63.16

**Calculation:** Factor:  $30.41666667 / 365 = 0.08333333 * 455 \text{ days} = 37.91666666 * Q.63.16 = Q. 2,394.70$

**3. Indirect Labor Benefits (Economic Advantages):**

This benefit has been controversial when applied. Currently, there are Judgments of Labor Courts and Constitutional Courts in favor of both the employees and employers.

COVERCO supports inclusion of this benefit, considering that the indirect labor benefits are a Positive Right in Force within the Guatemalan Legal System and specifically, in the last paragraph of Article 90 of the Labor Code, which states as follows: "...Likewise, the indirect labor benefits of any nature, granted to the employees generally for their services, save for an agreement to the contrary, must be understood to constitute thirty percent of the total amount of the earned wage." Therefore, as it is part of Guatemalan labor regulation, there are legal grounds to request it through a Claim in an Ordinary Labor Lawsuit of Payment of Labor Benefits.

Pursuant to Article 20 of the Labor Code, the company Estofel, S.A. initiated the termination of the labor contracts in November 2007 due the closure of its operations. "The individual labor contract requires compliance not only with what is established therein, but also: a) To comply with the obligations and rights established for the parties of a labor relationship by this Code or by International Conventions ratified by Guatemala, when these latter conventions include benefits for employees higher than those created by this Code..."

Based on this, Convention 95 of the International Labor Organization is also applicable, which regards wage protection. Article 1 states: "In this Convention, the term *wages* means remuneration or earnings, however designated or calculated, capable of being expressed in terms of money and fixed by mutual agreement or by national laws or regulations, which are payable by an employer to an employed person for work done or to be done or for services rendered or to be rendered by virtue of a written or unwritten employment contract."



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**Table 9 – Comparative Calculation of Indirect Labor Benefits, Plant 2**

INDIRECT LABOR BENEFITS (30%)				
COVERCO		IGT		FACTORY
Monthly Average	Amount	Monthly Average	Amount	Amount
2,314.56	708,271.11	1,545.79	668,876.11	

**Table 9.1 – Comparative Calculation of Indirect Labor Benefits, Plant 1**

INDIRECT LABOR BENEFITS (30%)				
COVERCO		IGT		FACTORY
Monthly Average	Amount	Monthly Average	Amount	Amount
2,359.52	1,563,484.08	1,565.17	1,476,223.06	

**Table 9.2 – Comparative Calculation of Indirect Labor Benefits, Management Personnel**

INDIRECT LABOR BENEFITS (30%)				
COVERCO		IGT		FACTORY
Monthly Average	Amount	Monthly Average	Amount	Amount
3,861.15	149,089.44	2,643.32	144,643.50	

Tables made by COVERCO based on documentary information provided by Estofel, S.A. and formulas used by the Labor and Social Welfare Ministry.

Note: See complete detail in Attachment 9

**Sample Case According to IGT:**

Uses a year of 365 days	
Term from 08/18/2006 to 11/15/2007	450 days used for the calculation
Formula	$1,556.65866666 * 42.86\% / 365 =$ $1.83024960145 * 450 = \text{Q. } 823.61$

It is important to state that to get the total number of days worked or covered by the labor relationship, IGT deducts 5 days from the electronic formula = sum (final date, beginning date) – 5 = 450

- 1) Monthly wage  $1374.60 * 6 = 8247.60$
  - 2) Special wage: 702.23
  - 3) Other earning: 883.75
  - 4) Bonus of incentive: = 1856.36
- TOTAL ..... Q. 9,9181.19 / 7.5 = 1,558.6586666



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**Sample Case According to COVERCO:**

Uses a year of 365 days	
Term from 08/18/2006 to 11/15/2007	455 days used for calculation
Formula	Gross monthly wage: $14,161.4168 / 6 = 2,360.2361$ Indirect labor benefits = Gross monthly wage $2,360.2361 * 30\% = 708.070839999$ $/ 365 = 1.93992010958 * 455$ <b>Q.882.66</b>

In order to calculate 30% of the economic advantage, based on Article 90, COVERCO understands that this should be considered to account for thirty percent of the total amount earned.

That is to say, it must take into account the last six months of salaries earned, which includes:

- 1) Regular days amount:  $45.82 * 158$  regular days = 7,239,56
  - 2) Overtime amount: = 702.23
  - 3) **Calculation of the seventh day:** Amount 27 seventh = 702.23 overtime amount / 158 regular days = 4.44449367088 +  $45.82 * 26$  seventh days = 1306.8768
  - 5) Other earnings amount: = 883.75
  - 6) 50% Christmas bonus:  $45.82 * 365 / 12 = 1,393.69 / 2$  = 696.85
  - 7) 50% Christmas bonus:  $45.82 * 365 / 12 = 1,393.69 / 2$  = 696.85
  - 8) 17 vacation days:  $17 * 45.82$  = 778.94
  - 9) Bonus of incentive: = 1856.36
- TOTAL..... Q. 14,161.4168 / 6 = 2,360.2361

Gross monthly wage: sum =  $(1+2+3+4+5+6+7+8+9) = 7239,56 + 702.23 + 1306.8768 + 883.75 + 696.85 + 696.85 + 778.94 + 1,856.36 = 14,161.4168 / 6 = 2,360.24$

**Table 10 – Sum of Wages**

Earned wages during the last 6 months		
1	Regular and special wages during the last 6 months	10,132.4168
2	50% Christmas bonus	696.85
3	50% Bonus 14	696.85
4	17 vacation days * 45.82	778.94
5	Incentive bonus	1,856.36
6	<b>Total</b>	<b>14,161.4168</b>

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#### 4. Maternity:

##### Pre- and Post-natal and Breastfeeding Period:

Article 151 of the Labor Code establishes the following: "The employer may not: ... c) Dismiss female employees who are pregnant or breastfeeding; such workers may not be dismissed..."; Additionally, Article 152 states: "The mother will have the right to a paid break with hundred percent (100%) of her wage during the thirty (30) days prior to giving birth and 54 days after giving birth. Those days which are not taken prior to giving birth may be accumulated in order to be taken during the post-natal stage, such that the mother shall effectively have eighty-four (84) days of rest during this period... ..b) The mother that has been granted this leave has the right to receive her salary from her employer, except in such cases where the Guatemalan Social Security Institute is providing the benefits..."

Concerning the same issue, Article 153 states: "Every employee in her lactating period has the right to take a half an hour twice a day in the workplace during working hours to breastfeed her child... ..This hour shall be paid and non-compliance in this respect will result in a penalty. The lactation period shall be recorded from the date the mother comes back to work until 10 months later, except where by medical order this time must be extended..."

Article 82 of the Labor Code establishes the following: "If an indefinite period labor contract concludes after the trial period has passed, because of an unjustified dismissal of the employee or because of any other reason cited in Article 79, the employer must pay the employee severance pay for the time served; this amount shall be equivalent to one month of wages for each year of continuous service. If the employee has worked for less than one year, the calculation will be proportional to the period of time worked."

For the purpose of calculating the period of continuous service, the date that the labor relationship began must be used, regardless of what date that is.

Additionally, the severance pay for the service provided is governed by the following regulations:

- a) the amount cannot be the subject of compensation, sale or transfer; neither can it be withheld, except in the terms stated in Article 97;
- b) the amount must be calculated on the basis of the average of wages earned by the employee during the last six months that the contract was in force or the time the employee has worked if such a term has not been completed.
- c) the continuity of employment is not interrupted by sickness, vacations, leave, lawful strikes, or any other similar situations which according to this Code only suspend the labor contract, but do not terminate it;
- d) a contract clause is *ipso jure* nullified if it interrupts the continuity of services that have been given or will be given
- e) an employer that dismisses an employee due to sickness, permanent disability or old age is not required to provide such severance pay, provided that the employee in question is protected by the applicable benefits of the Guatemalan Social Security Institute (IGSS) and accrues from the time of



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the termination of a work contract a pension for disability, sickness, or old age whose actuarial value is equivalent or greater to the compensation expressed for the served time.

If the actuarial value of the pension provided by the Guatemalan Social Security Institute based on the life expectancy of the individual is lower [than the severance], the employer is only obligated to cover the difference.

If the employee does not have such protection, the employer is obligated to pay the severance to the worker for the corresponding time that has been served.

Based on the previously noted regulations, the pregnant and lactating employees were not protected, as they were dismissed due the company's closure, although COVERCO verified with the Commercial Registry that the company is still [officially in operation].

**TABLE 11 – Calculation of Maternity Labor Benefit**

<b>MATERNITY</b>							
<b>Labor Benefit for Pre- and Postnatal Period (84 days) and Breastfeeding Period (303 or 304 hours, depending on the case)</b>							
<b>COVERCO</b>							
<b>Pre- and Post Natal (84 days)</b>				<b>Breastfeeding Period</b>			
<b>Beginning</b>	<b>End</b>	<b>Days</b>	<b>Amount</b>	<b>Beginning</b>	<b>End</b>	<b>Hours</b>	<b>Amount</b>
<b>11/15/2007</b>	<b>02/08/2008</b>	<b>4,788</b>	<b>219,386.16</b>	<b>02/09/2008</b>	<b>12/08/2008</b>	<b>27,911</b>	<b>159,860.25</b>

Table 11 shows that there were 4,788 days in total that correspond to the 84 days of the pre- and postnatal period of 57 pregnant employees; this includes the benefit for the breastfeeding period. Also, 35 women are included in the figures for the breastfeeding period, with a total of 27,911 hours for all 92 women (57 + 35 = 92).

**TABLE 11.1 – Calculation of Maternity Labor Benefit**

**(Individual Case)**

<b>MATERNITY</b>							
<b>Labor Benefit for Pre- and Post Natal Period (84 days) and Breastfeeding Period (303 or 304 hours, depending on the case)</b>							
<b>IGT</b>							
<b>Pre- and Post Natal (84 days)</b>				<b>Breastfeeding Period</b>			
<b>Beginning</b>	<b>End</b>	<b>Days</b>	<b>Amount</b>	<b>Beginning</b>	<b>End</b>	<b>Days</b>	<b>Amount</b>
<b>16/11/2007</b>	<b>08/02/2008</b>	<b>84</b>	<b>3,848.88</b>	<b>09/02/2008</b>	<b>08/12/2008</b>	<b>303</b>	<b>1,735.43</b>

**Remark:** According the records, workers on maternity leave were found only in Plant 1.



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**Example of the maternity calculation:**

Formula:

Pre- and post natal

Daily wage 45.82 \* 84 days = Q. 3,848.88

Breastfeeding period:

Daily wage: 45.82 / 8 hours = Q. 5.72 \* 303 regular hours = Q. 1,735.43

**TABLE 12 – Comparison of Labor Benefits for an Individual Case**

	COVERCO	IGT	FACTORY
Christmas Bonus	1,330.08	1,299.28	
Bonus 14	526.93	508.41	
Vacations	232.73	197.57	
Severance Pay	2,394.70	2,303.05	
Indirect Labor Benefits	882.66	823.61	
Maternity (pre- and post natal)	3,848.88		
Breastfeeding period	1,735.43		
<b>Total</b>	<b>10,951.41</b>	<b>5,131.93</b>	<b>7,718.10</b>

**Note:** As can be seen above, in the column for the factory only the total apparently paid to all workers appears. This is based on two original copies of receipts with the name of the employee and her signature acknowledging that they have received said document.

**TABLE 13 – Individual Comparative Summary of Calculation of Labor Benefits**

<b>Grand Total of Labor Benefits, Severance Pay, Indirect labor Benefits, Maternity Benefits, Breastfeeding Period Benefits</b>				<b>INFORMATION OF ESTOFEL, S.A., Comparison between Receipts and Reports of Paid Labor Benefits without Signature of the Employee</b>					
COVERCO	IGT	FACTORY		Payment of Labor Benefits according Receipts			Reports of Accounting Copies (without signature of the employee)		Total Amount of the Accounting copy
		Amount	Remarks	First Payment	Second Payment	Total Amount	Simple Copy (1)	Simple Copy (2)	
Amount	Amount	Amount		Amount	Amount	Amount	Amount	Amount	
10,951.41	5,131.93	7,718.10	Information obtained from two vouchers in which the amount is greater than reported in the corresponding "SIMPLE COPIES OF INFORMATION RECORDED BY ACCOUNTING DEPARTMENT OF ENTITY ESTOFEL, S. A"	3,859.05	3,859.05	7,718.10	2,366.07	2,366.07	4,732.14

Tables made by COVERCO based on information in documents