

# BANKS DIH LIMITED



*Committed To Excellence*



*Employees Manual*

**EMPLOYEES' MANUAL**  
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## **IN THE BEGINNING**

Banks DIH began in 1840 when Mr. Jose Gomes d' Aguiar came from Portugal and began his business of rum selling. He eventually established a chain of retail Spirit shops and later added a cocoa and chocolate factory, which used locally grown cocoa. The business grew with much dedication and hard work. Jose d' Aguiar emphasised high standards of efficiency and even in its progenitor order, this entrepreneurship showed superiority. It was from this successful launching pad that Banks DIH grew.

Mr and Mrs Jose Gomes d ' Aguiar were blessed with four sons -Jose Jr, Manoel , Francisco and João, who were all educated in the United Kingdom. Three of whom returned to join the family business at the end of their schooling, whilst João remained to pursue studies in medicine. When his father died in 1893, he gave up his medical practice in England and returned home to join his brothers in managing the company.



*First Generation  
Founder - Jose Gomes d' Aguiar and wife*





*Second Generation*  
*Dr João Gomes d' Aguiar and wife*

A noteworthy accomplishment from then until the death of the last son in 1929, was a Silver Medal which was won for rum at the Canadian National Exhibition in 1910. It was during this period that the brothers formed the partnership of d' Aguiar Bros- a partnership which is viewed as the birth of the Company of Banks Ice House - a retail liquor store that imported ice from Canada and which included a soda factory. This was made the company's headquarters and it was from this period that the company succeeded in withstanding the stormy financial buffeting it had been experiencing for some time.

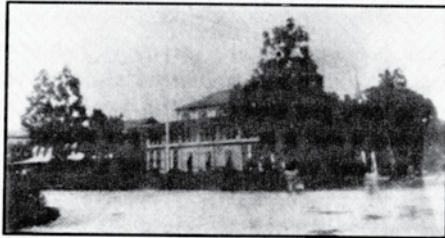
It was on his death bed that João formed the company of d' Aguiar Bros. Ltd., with his wife, Mrs. Philomena d' Aguiar, as the majority shareholder. This turned out to be a very wise decision. Share capital totaled one hundred and twenty thousand dollars (\$120,000) and she remained the sole shareholder for a short period, until she decided to distribute the shares amongst her children. It was she who initiated the turning point of the fortunes of the company, remaining steadfast in her determination to keep the company going.

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Resisting all pressures to sell the business, in order to repay pressing debts after her husband's death, she maintained her motto- "buy in slump, sell in boom". Mrs. Philomena d' Aguiar was convinced that her son and heir, Peter, had the business acumen first to salvage the company from its financial morass and then to build it into a thriving entity. Today, it is evident that her vision and faith in her son's genius were prophetic, for after Peter d' Aguiar took over the management of the company in 1934 at the age of 22, its misfortune was reversed. The first few years were spent in improving the business, paying off debts and borrowing money for new developments.

In 1955, Banks Breweries Limited, the first Guyanese public company, was inaugurated by Peter d' Aguiar, and by 1966, the private family business D' Aguiar Bros Ltd. was converted into a public one. The crowning act of the creation of Banks DIH Ltd. was seen in the merging of Banks Breweries Limited and D' Aguiar Bros Limited in 1969. Like the Company it portrays the trademark 'Banks DIH' has an interesting history behind it. 'DIH' has its origin in 'Demerara Ice House' - the building served as the first headquarters of the then d' Aguiar Brothers. Later the



*DIH about 1898*

meaning was changed to d' Aguiar's Imperial House. Today, 'DIH' stands for d' Aguiar's Industries and Holdings. Where did Banks come from? From the bank of Demerara River, that's where. This was a separate beer manufacturing company which was also pioneered by Peter d' Aguiar .When d' Aguiar Brothers (DIH Ltd) merged with Banks Brewery, in 1969, what better name for the union than Banks DIH Ltd.?

The origin of the name of the Demico division is intriguing as well. 'Demico' is rooted in 'Demerara Ice House'. However, Demice did not do well phonically, the company felt, and so the 'e' was changed to 'o', representing house, hence the name 'Demico'. What's in a name? A great deal, especially if it was to become a household word-like DEMICO.

### **A BRIEF HISTORY OF YOUR COMPANY**

The d' Aguiar family has been in business in Guyana for over 160 years. In the late 1840, Mr. Jose Games d' Aguiar, the founder, started a rum business which developed into a chain of retail Spirit Shops. In 1885, the business was expanded to include a cocoa and chocolate factory and a schooner shipping agency.

Mr. Peter Stanislaus d' Aguiar felt, however, that the date of historic importance was in 1896, when the four sons, Jose Jr, Manoel, Francisco and João formed the partnership of D' Aguiar Bros, after the death of Mr. J.G d' Aguiar in 1893. In the same year, the brothers purchased the Demerara Ice House which then consisted of a hotel, liquor bars and a soft drink plant. The name "Ice House" was derived from the fact that ice was imported in schooners from Canada, hence the initials D.I.H.

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*Third Generation  
Peter Stanislaus d' Aguiar and wife*

The actual purchase of the Demerara Ice House was made in October 1896, with the possession effective from November 16, of the same year. The purchase was arranged through the Hon. J.H. de Jonge, Auctioneer at the sum of \$50,000. Eventually, a twenty-one lease was negotiated from the Crown and in 1929 the land was bought outright from the Government. In that year, Dr. J. G. d' Aguiar the sole proprietor formed the Company of d' Aguiar Bros Ltd.

Mrs. P.M. d' Aguiar became the principal shareholder on the death of her husband. The business faltered and was at a point of bankruptcy. She was offered the paltry sum of \$100,000 for the business, which she refused to sell. She was convinced that her youngest son Peter should be given an opportunity as he appeared to have the business acumen to salvage the company and build it into a thriving concern.

In 1934 at the age of twenty-two, Peter took over as Managing Director of d' Aguiar Bros Ltd. Peter concentrated on the manufacturing side, especially soft drinks and rum, and borrowed heavily to refinance the business gradually old debts were paid off and the business began to flourish again. By 1938 he was able to install the most modern machinery in the country.

In 1942, Peter acquired the franchise for Pepsi-Cola, making British Guiana (as it was named) the first country in South America to bottle this beverage. The popular range of I-Cee flavours was introduced in 1952. The production of XM Rum was expanded and became the No. 1 rum in 1959.

Before Peter took over, the cocoa and chocolate business and the shipping agency had been relinquished. The range of interests was still fairly wide and included a soft drink factory, rum bond, bottling plant, liquor store, retail bars, hotel and pawnbrokery most of which had been carried on



*Imperial Hotel, Georgetown, British Guiana c 1900  
Now Idiho and Demico Hotel*

and housed at d' Aguir Bros Limited in Brickdam, Stabroek since 1896.

In 1955, Peter d' Aguir promoted Banks Breweries Limited, the first Public Company in the country with widespread ownership. In 1966 the private family company (d' Aguir Bros Ltd ) was converted into a public company, d' Aguir Bros (DIH) Limited with a share capital of G\$1.0m (one million dollars). The year 1969 saw the merger of d' Aguir Bros (DIH) Ltd with Banks Breweries Ltd into a new company called Banks DIH Limited, with a share capital of G\$4,140,000.

The Company's headquarters was moved to Thirst Park where the Production Complex and the Head Office, known as the Rotunda, were built in 1969. The cost of this modern complex on 13.2 acres of land, which was designed by a young Polish architect, Marion Dorr-Dorynek, was at that time valued at \$7,000,000.

Since then the number of shareholders has increased from 5,000 to in excess of 13,500 and employees from 300 to in excess of 1,500 with most of the company's regular employees becoming shareholders.

On 30th March, 1989 Mr. Peter S. d' Aguir died at the age of 76 in London.

During his tenure of service (1934-1989), the Company showed a record of rapid development and continued progress and has emerged as one of the most dynamic, efficient and profitable business in the Caribbean.

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Banks DIH Ltd is now a multi-billion dollar company and is headed by Mr. Clifford Reis, C.C.H., who was appointed Chairman/Managing Director, after the death of Mr. Peter d' Aguiar, thereby heralding the dawn of a new era in the company's history.

Over the years, Mr. Clifford Reis has distinguished himself as an astute and competent leader as Chairman and Managing Director of the Company. He has been very successful in diversifying the business, motivating his Executives and employees in their pursuit of excellence and has invested over \$3.4 billion in new projects and in the upgrading or replacing of machinery, packaging and buildings.

The business is now very diversified into the following divisions, viz:- The Beverage; Banks and Premium Beers, Banks Malta, N+ER+G Malt, Banks Milk Stout, Banks Shandy, Vita Malt, Guinness, XM 10 yr Old Rum, XM 5 yr Old Rum, VXO Rum, XM White Rum, XM 12 yr Old, Banko Wines (Red & White ), Sherry Brandy, Tropical Mist, Misty flavoured water, 10 flavours of aerated I-Cee soft drinks, Coca-Cola, Sprite, d' Aguiar's Cream Liqueur and Estate Royale Rum Punch.

The Demico Division comprises: Stabroek Qik Serv, Idiho, Main Street Qik Serv, Kitty Qik Serv, Arawak Steak House, Roof Garden, Bars, Liquor Store, Hotel, Special Events (party service), Ice Cream Parlour, New Amsterdam Qik Serv, Arvida Qik Serv in Linden and Sheriff Street Qik Serv.

Campsite was built in 1993 and houses: -Camp Street Qik Serv, Krystal Dry Cleaners, The Creole Garden Restaurant, Patisserie, Duty Free Shop, Ultimate Catering Service, Processing Centre.

The Trisco Division produces quality biscuits, snacks and cereals for the local and overseas markets which include:- Breakfast Flakes Rice Crispies, Crackers, Cookies, Snacks-Cheese and Onion, Spicy and Bar-B-Que, Frostee Cream, Pop & Fudge, Ice Cream Cone Cups, Milk Shake Mix, Bread, Rolls & Pastries.

## **Board of Directors**



*Chairman Clifford B. Reis C. C. H.*



*Azam Ali Khan*



*Paul Andrew Carto*



*George Mc Donald*



*Christopher J. Fernandes*



*Roy Errol Cheong A.A.*



*Michael Henry Pereira*



*Dan Bryan Stoute*



*Richard Berkeley Fields*



*Carl V. Singh*



*Carl Richard Cozier*



*Terrence I Byone*

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## **INTRODUCTION**

This manual is written for you as a regular employee of Banks DIH Ltd. It tells you in simple language what to expect from your company and what your company expects of you. Read the manual thoroughly and keep it safe for further reference. If unsure of any information that is stated, you can ask your Foreman or Department Manager to explain it to you.

### **Who is a Regular Employee?**

A regular employee is a fortnightly paid employee whose name is listed on the Company's regular payroll. Only regular employees are entitled to the benefits outlined in this manual.

**N.B.** It is not the intention of the company to discredit any female employee, however for the sake of easier reading, all information is related in the masculine gender.

### **Your Company Organisation**

The Board of Directors is elected by the shareholders. Their duty is to mainly look after the interests of the shareholders. This committee decides the policy and the objectives of the company and ensures that Executives and Managers carry out the policy and achieve the objects of the Company.

Chairman/Managing Director	Mr. C.B. Reis C.C.H.
Vice Chairman	Mr. R.E. Cheong A.A.
Finance Director	Mr. A.A. Khan
Operations Director	Mr. M.H. Perreira
Marketing Director	Mr. G.G. McDonald
Human Resources Director	Mr. P.A. Carto
Worker Management	
Participation Board Director	Mr. C. V. Singh
Non-Executive Director	Mr. R.B. Fields S.C.
Non-Executive Director	Mr. C.J. Fernandes A.A.
Non-Executive Director	Mr. C. Cozier
Non-Executive Director	Mr. D.B. Stoute
Company Secretary/ MIS Executive	Mr. T.I. Bynoe

### **The Executive Committee**

The executive committee consists of senior executives are accountable for the successful management of the company. This committee comprises of:-

Mr. C. B. Reis C.C.H.	Chairman/Managing Director
Mr. A.A. Khan	Finance Director
Mr. M. Pereira	Purchasing Director
Mr. G. McDonald	Marketing Director
Mr. P. A. Carto	Trisco/Human Resources Director
Mr. T. Bynoe	Company Secretary/MIS Executive
Mr. R. Dookhoo	Business Development Executive
M. S. Hussain	Building & Transport Executive
Mr. D. Seepaul	Finance Controller/Asst. Secretary
Mr. D. Sherman	Distribution Executive

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Mr. D. Carto	Procurement/Operations Executive
Mr. C. V. Singh	Demico Procurement Executive
Mr. W. Ellis	Plant Manager (Soft Drinks)
Mr. R. Sugdeo	Rum Factory Executive
Mr. G. Todd	Engineering Executive
Mr. C. Fernald	Central Services Engineer
Mr. C. João	Sales and Marketing Executive
Mr. D. Gomes	Admin Executive (Sales)
Mr. T. Nero	Trisco Executive
Mr. S. Jafer	Environmental Executive
Mr. C. M. Lall	Electrical Engineer
Mr. M. Lashley	Operations Executive
Mr. D. Gajraj	Demico House Executive
Mr. S. Britton	MIS Operations/Projects Manager
Mr. A. Reynolds	Stores Manager Materials Services
Mr. R. Matthews	Berbice Branch Manager
Mr. P. Jacobs	Electrical Engineer
Ms. D. Singh	Executive Secretary
Mr. N. Ramnauth	Mechanical Engineer
Ms. T. Gonsalves	Personnel Executive
Mr. H. Merchant	Brewmaster
Mr. H. Hooper	Beer Bottling Plant
Ms. N. Singh	Corporate Legal Officer

## **SHAREHOLDERS**

There are in excess of 13,500 shareholders of the company, majority of whom are Guyanese and are employed with the company. Shareholders play an active part in exercising their rights at the AGM of the company or by appointing someone (by proxy) to attend for them.

Each shareholder is sent a notice of the Annual General Meeting 21 days before the meeting takes place. Affixed to the notice are Statement of the Agenda, Directors Report, Auditor's Report, The Annual Statement of Accounts and Notice of the proposed Dividend.

During the meeting, any shareholder whether big or small can be called upon to actively participate in approving the reports and the dividends, in addition to electing the directors and auditors.

In any event of an uncertain vote, a poll may be required which means that the votes of the shareholders would be counted according to the number of shares held.



*Head Office Building of Banks DIH Ltd.*

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## **COMPANY OBJECTS**

One of our main objectives is to dedicate ourselves to providing, through our employees, the highest quality of beverages and foods of all kinds for the satisfaction of all our customers throughout Guyana and overseas.

## **MISSION STATEMENT**

**We are committed to building on our traditions of Excellence by providing QUALITY Products and Services, Financial Results and Management Performance that meet the interests of our Shareholders, Employees, Customers, Suppliers and the Communities in which we operate.**

## **DECLARATION OF POLICY TOWARDS EMPLOYEES**

We realise the importance of each employee's contribution for the successful operation of our business and hereby declare the following policies:

1. We will hire without discrimination, the best qualified person whenever a vacancy occurs. We are an equal opportunity employer.
2. We will try to develop each employee to become an effective and enthusiastic worker.
3. We will promote from within whenever practicable and offer opportunities to qualify for promotion. In considering promotion, both merit and seniority of

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service will be taken into account.

4. We will treat each person as an individual and with consideration and respect.
5. We will not encourage favoritism of one person over another.
6. We will provide a clean, healthy and safe environment in which to work.
7. We will encourage employees to recommend better ways to reach the company's objectives.
8. We will expect each employee to show an interest in his/her work and to strive for excellence in every sphere of endeavour.
9. We will endeavor wherever possible to provide access to further education, both tertiary and on-the-job, to help employees develop themselves.

These policies are intended to help create and maintain an employee relations climate in which people will work together effectively, harmoniously and with enthusiasm.

**SECTION B**

**PART 11.... RECOGNITION AGREEMENT  
MEMORANDUM OF AGREEMENT  
BETWEEN  
BANKS DIH LIMITED  
(hereinafter call the Company)  
and  
GENERAL WORKERS' UNION  
(hereinafter called the Union)**

**IN RESPECT OF RECOGNITION AND  
THE AVOIDANCE AND SETTLEMENT OF  
DISPUTES**

THIS AGREEMENT expresses the entire understanding and agreement on all subjects contained in its' Clauses between BANKS DIH LIMITED and THE GENERAL WORKERS, UNION acting on behalf of the regular employees of the Company who are members of the established bargaining Unit.

The Clauses of this Agreement are of equal application and are to be read and understood together.

For ease of expression BANKS DIH LIMITED is referred to as THE COMPANY and THE GENERAL WORKERS' UNION as THE UNION and this Agreement and its Clauses as THE AGREEMENT.

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*Memorandum of Agreement*

## **CLAUSE 1 RECOGNITION OF THE UNION BY THE COMPANY**

The Company recognises the Union as the sole bargaining agent for all the regular employees of the Company eligible for membership. The recognition continues on the assumption that the majority of employees wish it to continue.

## **CLAUSE 2 -LIFE OF THE AGREEMENT**

This agreement which has been in effect from April 24,1961, shall remain in force at the pleasure of the parties, but may by mutual consent of the Company and the Union be amended from time to time. Further, it shall be competent at any time for either side to terminate this Agreement by giving the other ninety (90) days' notice in writing of its intention to do so.

## **CLAUSE 3 -NEGOTIATIONS**

The Company and the Union accept the principle that Wages and Salaries and Conditions of Employment shall be the subject of negotiation between representatives of the Company and the Union.

## **CLAUSE 4 -DEFINITION OF A REGULAR EMPLOYEE**

A Regular Employee is a weekly or monthly paid employee (other than Probationers and Casuals) whose name is listed on the Company's Regular Payroll. Only regular employees are entitled to the Benefits outlined in the Wages and Conditions of Employment Agreement.

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## **CLAUSE 5 -ELIGIBILITY FOR MEMBERSHIP**

All regular employees, as defined in Clause 4, can be accredited members of the Union with the exception of the following:

Chief Executives, Senior Executives, Senior Managers, Office Manager, Auditors, Chief Storekeeper, Chief Security Officer, Branch Managers, Bar Managers, Sales Managers, Restaurant Managers, Special Events Managers, Confidential Secretaries and other Managers.

## **CLAUSE 6 -MEMBERSHIP STATUS ON PROMOTION TO MANAGERIAL POSITION**

When an employee who is a member of the Union is promoted to one of the Managerial positions listed as in Clause 5, he shall no longer form part of the bargaining unit, and the Company will no longer deduct Union Dues from his earnings.

## **CLAUSE 7 -FOREMEN. SUPERVISORS. ASSISTANT BRANCH MANAGERS & TECHNICAL STAFF**

### **INDUSTRIAL ACTION**

- (i) Because of the nature of the Company's operations the Union undertakes that if it calls any Industrial Action that every effort shall be made to ensure that a sufficient number of Supervisors and or Technical Staff remain on their jobs.

- (ii) The Union shall not require Technical Foremen, Technical Supervisors or Assistant Managers to take industrial action in any issue involving either subordinate employees of the Company or employees (including Supervisors) of another Employer.

The Union shall not take action in a matter arising in the course of employment between Foremen, Supervisors and Assistant Managers and a subordinate Employee, except in accordance with the procedure set out in the established Grievance Procedure.

### **CLAUSE 8 -CHECK OFF AND UNION DUES**

All eligible employees on their appointment as regular employees are automatically regarded by the Company as members of the Union, and are required to pay Union Dues.

Employees are voluntarily, to sign and present a deduction authority to the Personnel Office. Dues payable by Union members are deducted from employees' earnings and paid by the Company as far as possible by the 15th of each month to the General Secretary of the Union who is to acknowledge receipt. The rates charged by the General Workers' Union to all its members, including members who are employees of this Company, are:

- Initiation Fee
- Union Card
- Weekly Union Dues

The Union shall indemnify the Company and hold it harmless from all liability for any action taken by the Company to

comply with this Clause. The Union shall notify the Company of any change in Weekly Union Dues.

### **CLAUSE 9 -UNION NOTICE BOARD**

The Company agrees to provide the Union with Notice Boards allocated to Departments, Sections and or Branches for posting notices of meetings, recreation and other Union activities.

Approval from the Company must first be obtained by the Union before notices are posted. Permission will not be unnecessarily withheld by the Company.

### **CLAUSE 10 -UNION MEETINGS**

The Company will provide the Union with a place for meetings. The Union agrees to consult the Company before calling upon representatives to attend meetings, and to arrange meetings in such a way as not to interfere with the running of the Company.

### **CLAUSE 11 -UNION ACCESS TO PREMISES**

Union representatives shall have access to the Company's premises to carry out inspections or investigations pertaining to the terms and conditions contained in the Wages and Conditions of Employment Agreement.

The Union shall give the Company reasonable notice of its intention to visit which shall be at reasonable hours. The inspections or investigations shall be conducted by the Union, free from unreasonable interference from the Company, in a

manner which shall not interfere unduly with the normal operations of the Company.

**CLAUSE 12 -UNION RIGHTS AND  
RESPONSIBILITIES**

It is the right of an eligible employee to join a Union if he wishes to be represented by that Union. It is the responsibility of the Union to develop, protect and maintain the personal and group interests of all its members in accordance with the accepted principles and practices of Trade Unionism, so that their economic, social and cultural status is advanced to the greatest possible extent and to inform its members of all the provisions of this Agreement so that the Trade Union Movement is developed and strengthened to the highest possible degree, and so that all employees participate fully in the benefits resulting from a secure understanding.

To carry out these responsibilities, the Union shall have the right to represent its members, to act as bargaining agent in the negotiation of Agreements, to obtain access to the Company in accordance with the procedure laid down in this Agreement, and to provide advice and assistance to its members in connection with the terms and conditions of their employment. In all these rights and responsibilities, the Union, in representing its members, shall carry continuously in mind the joint interests of Employer and Employee.

### **CLAUSE 13 -MANAGEMENT RIGHT TO FUNCTION**

The Company reserves the right to exercise the normal functions of Management, under which it shall have among others, the right to hire, lay-off, promote, demote, transfer, discharge for just cause, maintain efficiency, discipline, and require observance of Company rules, regulations and procedures. The Company shall not exercise these rights in violation of the conditions agreed upon in this Agreement.

### **CLAUSE 14 -MANAGEMENT RIGHT TO MANAGE THE BUSINESS**

The Company has the right and duty to manage the business, direct the working force, determine the location of plants, the methods, processes and means of manufacturing, selling and delivery and to schedule work and production, provided that in the exercise of such functions, Management shall bear in mind the rights and privileges of the workers.

### **CLAUSE 15 -GRIEVANCE PROCEDURE**

(a) It is agreed to hear out and attempt to settle grievances promptly without delay.

(b) Any question about an employee's job, wages, hours of work or anything connected with his work can be frankly and fully discussed by the employee with his Foreman or Supervisor.

If the Employee is not completely satisfied with the Foreman's or Supervisor's decision, he is urged to talk with

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his Department Head.

(c) Employees shall be represented by the Branch Committee and Shop Stewards.

Shop Stewards and Deputy Shop Stewards (a Deputy Shop Steward shall act in the absence of the Shop Steward) shall represent employees from each of the following departments and /or sections: -

- (1) Brewhouse, Cellars, Silo Plant, Spent Grain Plant.
- (1) Beer Bottling Plant
- (1) Workshop, Central Stores, Central Services, Engine Room
- (1) Yards, Gardens, Incinerator, Domestic
- (1) Beverage Division Warehouse, Scammel and Fork Lift Operators.
- (1) Soft Drinks - No 1 Plant
- (1) Soft Drinks - No 2 Plant
- (1) Run Factory, Winery, Sports Club
- (1) QikServ
- (1) Kitty Qik Serv
- (1) Idiho
- (1) Driver/Salesmen
- (1) Special Events, Duty Paid Liquor Store
- (1) Branches
- (1) Monthly-paid Clerical and Non-Technical Staff
- (1) Monthly- paid Technical Staff
- (1) Bars, Hotel, Demico Liquor Store
- (1) Arawak State House and Roof Garden
- (1) Arapaima

(d) **AVOIDANCE OF STRIKES OR LOCK-OUTS**

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*Memorandum of Agreement*

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Until all possibility of settlement has been exhausted through following the procedural steps, the Union agrees that there will be no strike, stoppage or slow-down of work and the Company agrees that there shall be no lock-out of employees.

After the procedural steps have been followed and no settlement has been reached, there will be no strike, stoppage or slow-down of work by the Union or lock-out by the Company until either, the Union or the Company has given forty-eight hours notice to either party (excluding Sundays and Public Holidays) in writing of its intention to do so. The Union undertakes, in the event of a strike, a stoppage or slow-down of work to take adequate measures to ensure safety of plant and equipment.

(e) When any question which may give rise to a Trade Dispute as defined in the Labour Act Chapter 98:01 is raised in any Section or Department by or on behalf of an employee(s) the following procedure for the settlement of the dispute shall be observed:

(f) **Step One:** The employee, either alone or accompanied by his representative, will discuss his grievance with his Foreman or Supervisor. Every effort shall be made to settle the grievance at this stage.

**Step Two:** If the matter is still not resolved, the Shop Steward with or without the employee shall discuss the grievance with the Department with a view to reaching a settlement.

**Step Three:** If the matter is still not resolved, the Branch Representatives shall meet the Personnel executive and other appropriate Company officials.

**Step Four:** If a settlement is not reached at this Stage, the grievance will be referred to the Central Executive of the union, who will request a meeting with representatives of the Company.

**Step Five:** If the event of no settlement being affected at Step Four, either the Company or the Union will refer the grievance to the Chief Labour Officer for conciliation.

**Step Six:** Failing-settlement under steps one to five above, any question may by either party be referred to an arbitrator or arbitrators, agreed to by both parties.

The decision of the arbitrator(s) shall be final and binding on both parties. The cost of the arbitrator(s) shall be borne equally by the Union and the Company. Any other costs shall be borne separately by the parties.

Any agreement reached at Step Five or six will be recorded and may be posted on the regular notice boards and a copy sent to the Ministry of Labour.

All requests by the Union for meetings with Management will be granted without unnecessary delay. All steps of the Grievance Procedure must be carried out in all matters (concerning employees) that are considered to be the subject of a grievance.

## **CLAUSE 16-REINSTATEMENT**

It is agreed under the procedure under sub-clause (f) that if an employee has been discharged or laid off wrongfully, he shall be reinstated with no loss of pay or seniority.



**CLAUSE 17- JOINT CONFERENCE OTHER  
THAN UNDER GRIEVANCE PROCEDURE**

Any question which either the Company or the Union considers to be of sufficient importance as to necessitate a conference can be the reason for a request by either party for a joint conference between the Company and the Executives of the Union.

**CLAUSE 18 -WORKER-MANAGEMENT  
PARTICIPATION BOARD**

It is mutually agreed that Worker Participation is essential for developing and maintaining better Employer/Employee relationships. To this end the existing Worker-Management Participation Board will continue to function. The Worker-Management Participation Board will in no way erode the normally established Union functions.

**CLAUSE 19- TIME OFF WITH PAY TO UNION  
REPRESENTATIVES) TO PARTICIPATE IN  
UNION DISCUSSION OR NEGOTIATIONS  
WITH THE COMPANY**

In any proceedings under Clauses 15 and 17 of this Agreement Branch Officials, Shop Stewards or in their absence the Deputy Shop Stewards in accordance with Clause 15 (c) shall be allowed the necessary time-off without loss of pay in order to participate in discussions.

**CLAUSE 20- NO LOCK-OUT BY THE  
COMPANY OR STRIKE ACTION BY UNION  
DURING DISCUSSION OR NEGOTIATIONS**

During the stages of negotiations outlined in this Agreement, there shall be no lock-out by the Company or stoppage of work either of a partial or a general character by the Union.

Provided there has been no strike or stoppage of work in respect of the dispute under discussion, settlement affecting wages/salaries and conditions of employment shall take effect from the day on which representation was first made to Management or from such other date as may be mutually agreed.

**CLAUSE 21 -PROPAGANDA AND PUBLICITY**

The Company and the Union agree that neither side shall use propaganda which causes or is likely to cause-

- (a) Race prejudice
- (b) Resentment against either the Company or the Union
- (c) Opposition to authority and discipline

The Company and the Union agree not to make any unfair publication which might prejudice any issue raised under the provisions of this Agreement. In all such cases the other side shall be given sufficient opportunity to investigate and reply.

## **CLAUSE 22 -PRODUCTION AND PRODUCTIVITY**

The Union and the Company shall co-operate fully to endeavour to promote stability through increased efficiency, enhancing higher levels of production and productivity in every phase of the Company's operations.

## **CLAUSE 23 -INTERPRETATION**

Should any question arise between the parties on the interpretation of this Agreement on which there is failure to agree, it shall be referred to the Chief Labour Officer for his interpretation.

We agree to abide by and live up to the contents and spirit of all the provisions of the Agreement.

Signed on April 21, 1961

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BANKS DIH LIMITED  
AND  
GENERAL WORKERS' UNION**

In respect of Salaries and other conditions of employment, this Agreement entered into this 3rd day of November, 2008, between **BANKS DIH LIMITED** (hereinafter referred to as 'the Company') and the **GENERAL WORKERS' UNION** (hereinafter referred to as 'the Union') embraces the full and final undertaking of the Company and the Union on all matters contained herein and shall take effect from October 1, 2008.

**The purpose of this Agreement is:**

- a) To extend the relationship between the Company and the Union established under the Agreement for recognition and the avoidance and settlement of disputes which was signed on April 21, 1961, and which expresses the Company's recognition of the Union as sole bargaining agent for all the regular employees of the Company except those set out in Clause 5 of the said Agreement.

**Duration** - This entire Collective Labour Agreement dated 1st October , 2008 is due to expire on September 30, 2011.

## **ARTICLE 1 - SALARY INCREASES ON OCTOBER 1, 2008**

The Company and the Union agree that on October 1, 2008, the salaries of all Grades 1 to 5T employees and F1, F2, R1, R2 and F3 employees as at September 30, 2008 shall be increased as follows:

- (i) Year 1 (October 1, 2008 to September 30, 2009) - by 6.5% across the board, such percentage being applied to each employee's current salary as at September 30, 2008;
- (ii) Year 2 (October 1, 2009 to September 30, 2010) – by a 4% increment on the minimum wage of the particular grade.
- (iii) Year 3 (October 1, 2010 to September 30, 2011 – by a 4% increment on the minimum wage of the particular grade.

The Company and the Union further agree that the salaries of all regular employees in the bargaining unit shall be as follows as from October 1, 2008 to September 30, 2011:-

**FORTNIGHTLY RATES – SALARIES FOR  
NEW EMPLOYEES**

**OCTOBER 2008 – SEPTEMBER 2009**

<b>Grades</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Increments</b>
1	\$13,407	\$18,767	\$536
2	\$14,281	\$19,991	\$571
3	\$17,992	\$25,192	\$720
4	\$20,819	\$29,149	\$833
5	\$29,445	\$41,225	\$1,178
5T	\$32,637	\$45,687	\$1,305
F1/R1	\$9,080	\$12,710	\$363
F2	\$9,637	\$13,487	\$385
F3	\$10,868	\$15,218	\$435
R2	\$10,254	\$14,354	\$410

**OCTOBER 2009 – SEPTEMBER 2010**

<b>Grades</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Increments</b>
1	\$13,943	\$19,523	\$558
2	\$14,852	\$20,792	\$594
3	\$18,712	\$26,192	\$748
4	\$21,652	\$30,312	\$866
5	\$30,623	\$42,873	\$1,225
5T	\$33,942	\$47,522	\$1,358
F1/R1	\$9,443	\$13,223	\$378
F2	\$10,022	\$14,032	\$401
F3	\$11,303	\$15,823	\$452
R2	\$10,664	\$14,934	\$427

**OCTOBER 2010 – SEPTEMBER 2011**

<b>Grades</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Increments</b>
1	\$14,501	\$20,301	
2	\$15,446	\$21,626	
3	\$19,460	\$27,240	

4	\$22,518	\$31,528	
5	\$31,848	\$44,588	
5T	\$35,300	\$49,420	
F1/R1	\$9,821	\$13,751	
F2	\$10,423	\$14,593	
F3	\$11,755	\$16,455	
R2	\$11,091	\$15,531	

**NOTE:**

Probationers shall be paid 90% of the minimum salary of the relevant Grades during the probationary period, which may be anytime between one (1) day and one hundred and eighty (180) days.

**ARTICLE 2 – GRADES, SALARY SCALES AND INCREMENTS**

- a) The Company and the Union agree on Grades, Salary Scales and Increments as set out in Article 1 of this Agreement.
- b) Increments within the scales mentioned in Article 1



shall be awarded on October 1, 2008, October 1, 2009 and October 1, 2010 to employees who have given continuous service during the preceding year.

- c) Annually, each employee shall be appraised and merit increments will be awarded, where relevant, in keeping with Article 1.
- d) If an employee has reached the maximum of the grade, he is not entitled to a further increment, unless he/she is promoted. However, such employee may be granted an *ex-gratia* payment of the total sum of one year's increment in advance based on his otherwise normal increment for meritorious performance.

### **ARTICLES 3 – ALLOTMENT TO A GRADE**

Employees are placed in a grade by Management in accordance with the skill requirements, responsibility and accountability, importance and seniority of the job.

### **ARTICLE 4 – MAXIMUM OF GRADE**

When an employee within the bargaining unit reaches the maximum of his grade, he shall not be automatically promoted, but shall have priority consideration for any vacancy occurring in a higher grade in keeping with his ability and qualifications.

## **ARTICLES 5 – DEDUCTIONS FROM WAGES, SALARIES AND PERFORMANCE INCENTIVE**

Deductions are made from the gross pay of employees for:-

Income Tax [P.A.Y.E.]

NIS

Medical

Union Dues

Club Dues

Savings : [Company Scheme]

Loans : [Monies lent by the Company to Employees]

Sundries : [Monies due to the Company for Goods supplied]

The gross earnings and deductions appear on the pay slip of each employee.

## **ARTICLE 6 – PAY DAYS**

- a) **Pay Days** – Payments will be made fortnightly to all employees at Thirst Park, Industrial Site, all Demico House Departments, the Generation Plant at Caribanks Site and Branches.

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- b) **Pay Days – Georgetown** - Employees must check their pay slips to verify their salaries paid into the respective Banks. Salaries for all Georgetown employees are paid into the Citizens Bank at Thirst Park (A.T.M. Facility).

At their request, salaries of some employees are paid into any Commercial Bank in Georgetown or at the Branches.

- c) **Pay Days – Branches**

Employees must check their pay slips to verify their salaries paid into the respective Banks.

**Bartica Branch** – Salaries of employees are paid into the Citizens Bank at Bartica (A.T.M. Facility).

**Essequibo Branch** – The majority of employees are paid by the Manager at the Branch.

**New Amsterdam Branch** – Employees are paid through the Bank of Nova Scotia.

**Linden Branch** – Employees are paid through the Republic Bank Ltd. (A.T.M. Facility)

- d) **Pay day falling on a Holiday**

If a pay day falls on a holiday, employees will be paid on the preceding day.

## **NEW JOBS, VACANCIES AND RATE**

### **FIXING**

- a) Where new permanent jobs are created or permanent vacancies occur in jobs covered by this Agreement, the senior employee, by way of service, applying for any such job shall be the first to be considered for the job, if he has the ability and is best qualified to do the work.
  
- b) Wherever new jobs are created or permanent vacancies occur in the Company and the rates fixed thereto by the Company are deemed unsatisfactory by the Union, the same shall be discussed by the Union and the Company through the established grievance procedure.

## **ARTICLE 8 – HOURS OF WORK**

- a) **Work week and work day for factory employees at Thirst Park, Sports Club and Industrial Site.**
  - i) All work at Thirst Park and the Industrial Site will be scheduled to conform to a five (5) day work week, Monday to Friday inclusive, eight hours a day and forty (40) hours a week.  
The Factory work day is divided into two (2) work periods of four (4) hours each.

In the case of the Krystal Dry Cleaners, the employees work a five (5) day work week – Monday to Saturday inclusive, eight (8) hours per day and forty (40) hours per week – with one (1) day off.

- ii) Between each work period there is a break of one hour for lunch. During the break periods, employees are on their own time and are not paid for such time.
  
- iii) Workers, operators and/or attendants assigned to the areas listed below shall work a continuous eight (8) hour shift and shall relieve each other for a break not exceeding thirty (30) minutes. These areas are:
  - the Cellars,
  - the Engine Room,
  - the Boiler Room,
  - the CO<sub>2</sub> Plant,
  - the Brewhouse,
  - the Water Well,
  - the Generator Room and
  - the Generation Plant at Caribanks.

The Company reserves the right to re-arrange those workers schedules to provide for work to be done in two (2) periods of

four (4) hours each with an unpaid one-hour Lunch break.

- iv) The five (5) day week applies only to regular employees whose work stations are located within the gatehouse at Thirst Park and at the Industrial Site, and the power generation plant at Caribanks with the exception of the Wholesale Liquor Store, Driver/Salesman, Special Events, Wholesale Liquor Store Driver/Deliveryman and all Warehouse/Distribution Departments.
- v) The Company and the Union agree that the staggering of hours is acceptable. Where the staggering of the working hours is not in excess of two (2) days, no notice shall be given to the Union, however, where the hours are to be varied on a continuing or permanent basis the matter shall be subject to consultation with the Union prior to the introduction of the change.

**b) Shifts – Factory Employees**

The Company may, from time to time, arrange shift schedules and will announce any changes in working hours as far in advance as possible, but not less than twenty-four (24) hours notice to be given.

c) **Work on Saturdays – Factory Employees**

Production at Thirst Park will not be scheduled for Saturdays within the forty (40) hour week. When maintenance employees are required in cases of necessity to work on Saturdays on a prolonged basis, based on prior discussion between the Company and the Union, the work week will then be rescheduled to include work on Saturdays. Their work week will not exceed forty (40) hours.

d) **Shift Attendants**

Shift Attendants shall work a forty (40) hour week.

e) **Driver/Salesmen, Driver/Deliverymen, Spirits and Wine Deliverymen at the Wholesale Liquor Store and Employee Pre-Sellers work week and work day**

A Driver/Salesman, Driver/Deliveryman, Spirits and Wine Deliveryman or employee pre-seller work week or work day is the time taken to properly service his route and complete his duties during the days Monday to Friday.

f) **Distribution Warehouse Staff**

Employees in the Distribution Warehouse shall work a

forty-hour work week. If their respective duties are not completed or if they are required to, they are expected to work on weekends and Public Holidays at the relevant overtime rates.

g) **Departments operating under The Licensed Premises Act: Liquor Stores, Branches and Bars.**

The normal work week for employees working in the Liquor Store and Branches is forty and three-quarter (40¾) hours.

The normal work week for employees working in the No. 1 Bar is forty and three-quarter (40¾) hours.

h) **Demico House**

i) The normal work week for workers governed by the Licensed Premises Act Cap 82:22 and the subsequent amendments thereto shall be forty and three-quarter (40¾) hours per week.

ii) *Employees at Liquor Stores, Bars, Restaurants and Branches:* overtime commences after the period of hours as agreed herein.

iii) **Restaurant Workers not covered under The Licensed Premises Act**



For such workers the normal hours of work shall be 40¾ hours per week, Monday to Sunday inclusive (one (1) day off per week is granted) and every alternative Sunday.

It is agreed, however, that if such workers are worked in excess of 40¾ hours per week, they shall be paid overtime at the overtime rate for such extra hours worked.

The Salary rates for Restaurants workers of the Company falling under the Labour (Conditions of Employment of certain workers) Act No.18 of 1978 shall be as set out in Article (1).

Save for the question of the normal hours of work and basic wages, all Restaurant workers of the Company shall enjoy similar conditions of employment.

Overtime for Restaurant Workers begins after 7¼ hours per day.

## **ARTICLE 9 – OVERTIME**

All grades of employees will be eligible for overtime as follows:

- a) Typists, Laboratory Staff, Cashiers, Junior and Senior Clerks, Sales Administrative Personnel, Computer

and Office Personnel will be paid for all approved and documented overtime.

- b) Shift Workers will only be paid overtime authorized by the Management.
  
- c) **Factory employees at Thirst Park, Industrial Site and Power Generation (Caribanks)**

Overtime may only be scheduled when essential. Employees are expected to work overtime and will cooperate.

Overtime commences after eight (8) hours of work in any one day. When overtime production is scheduled, notice shall be given (on the Department's notice board) as early as possible, but not later than four (4) hours before which overtime is going to take place.

Sometimes overtime becomes necessary owing to unforeseen circumstances such as breakdowns.

In this case, if eight (8) hours notice of intention to work overtime cannot be given, it is expected that when this happens, the employees concerned will work such overtime as is necessary to meet the circumstances.

However, no employee shall be asked to work more than sixteen (16) hours on a continuous basis, without a break period.

d) **Overtime rates – In excess of eight (8) hours on a normal work day**

All work done in excess of the normal work day shall be paid for at the relevant overtime rate i.e. 1 ½ times the normal time rate.

The rate of pay for the first eight (8) hours of overtime shall be at the relevant overtime rate.

For work done in excess of sixteen (16) continuous hours, the rate of pay shall be at 1½ times the relevant overtime rate.

e) **Overtime for work performed on Saturdays at Thirst Park**

Employees who have to perform work on Saturdays shall be paid at *the relevant overtime rate* for the first eight (8) hours worked. However, if work is scheduled for a period of up to four (4) or eight (8) hours and the work is completed earlier to the satisfaction of the Departmental Head, the employees will be paid at the relevant overtime rate as if he had worked the full scheduled four (4) or eight (8) hours period as they apply.

However, for work done in excess of eight (8) hours, the rate of pay shall be *1¼ times the relevant overtime rate* for the next four (4) hours and *1½ times the relevant overtime rate* for work done beyond the twelve (12) hours.

**f) Work performed on Sundays**

- i) When work is performed on Sundays, the rate of pay shall be *1½ times the relevant overtime rate*.

**g) Work performed on Statutory and non-statutory holidays**

- i) EID-UL-AZHA  
LABOUR DAY  
GOOD FRIDAY  
EASTER DAY  
PHAGWAH DAY  
CHRISTMAS DAY

The agreed rate of pay for all hours worked on the above named holidays shall be at *two (2) times the relevant overtime rate* of pay.

- ii) When work is performed on the following remaining Public Holidays:-

NEW YEAR'S DAY

FREEDOM DAY

ARRIVAL DAY

REPUBLIC DAY

DEEPAVALI DAY

YOUMAN-NABI DAY

CARICOM DAY

BOXING DAY

INDEPENDENCE DAY

-the agreed rate of pay for all hours worked shall be at  
*1¾ times the relevant overtime rate of pay.*

e) **Work performed before 6:00am**

When an employee is required to begin work before 6:00 a.m. he shall be paid *overtime at the relevant rate* for work performed before 6:00 a.m. and shall be provided with breakfast or an equivalent breakfast allowance of \$300.00.

f) **Work performed during luncheon interval**

When an employee is required to work during his luncheon interval he shall be paid at the relevant overtime rate for work performed during his luncheon interval and shall be provided with a meal from the

Company's Canteen, or a meal allowance of \$500.00 if meal is not available in the Canteen. In the case of Branches, a meal allowance of \$550.00 will be paid.

**g) Employees not entitled to Overtime**

- i) Driver/Salesmen/Rum Deliverymen and Employee Pre-sellers are not entitled to overtime for work done Monday to Friday inclusive. However, if work is done on Saturdays, Sundays and Public Holidays the rate payable shall be as follows:
- Saturdays - *1½ times the basic time rate*
  - Sundays - *1½ times the relevant overtime rate*
  - Public Holidays – *as provided for in Clause (g) above.*

**ARTICLE 10 – SHIFT PREMIUMS**

- a) Shift Workers under the Factories' Act performing work on the second shift between 2:00 p.m. and 10:00 p.m. shall be paid a shift premium of eight percent (8%) on the basic daily rate.
- b) Shift Workers performing work on the third shift 10:00 p.m. to 6:00 a.m. shall be paid a shift premium fifteen percent (15%) on the basic daily rate.

## **ARTICLE 11 – CALL BACK PAY**

When it is necessary to call back an employee after he/she has left the premises to work hours outside of his scheduled work time, he will be guaranteed a minimum of four (4) or eight (8) hours at the overtime rate whether or not he worked fully for the four or eight hours respectively.

Further, where an employee who has left the premises is called back, he shall, if required, be provided with transportation or the cost thereof from and to his home.

## **ARTICLE 12 – CASUALS**

### **Definition**

Casuals are workers employed to perform work on a temporary basis. They will be paid a daily rate or on a job basis. Casual workers based on qualifications, ability and suitability can be considered to fill permanent vacancies and/or new permanent jobs.

When a Casual has worked satisfactorily for as long as the probationary period of six (6) months or more, he shall be considered for full employment, if he meets all the requirements of the Company, and is to fill such a vacancy as a regular employee in the same job, he shall be confirmed

at the same time, i.e. without serving any probationary period. If, however, it is another type of job he shall serve a probationary period of not more than thirteen (13) weeks, depending on the manner in which he/she performs duties assigned. When no other employment opportunities exist, casual workers will be laid off with prior notice where practicable.

The Company agrees to make every possible endeavour to avoid the hiring of workers on a casual basis to work on jobs whose classification falls within the bargaining unit. The Company agrees that casual workers shall be granted one (1) day's leave with pay or pay in lieu of leave for every twenty (20) days or One hundred and sixty (160) hours work, as the case maybe, within a calendar year.

## **ARTICLE 13 – PROBATIONERS**

### **Definition**

- a) Probationers are workers, who are employed for a trial period on a job intended to be permanent. After the trial period is satisfactorily completed, they are entitled to become regular employees and are entitled to the benefits outlined in this Agreement.
- b) However, in the case where an employee, who is already in the employ of the Company is promoted and



fails to complete his probationary period successfully, he/she will be reverted to his/her former position or status.

c) **Duration of trial period**

The duration is up to thirteen (13) weeks.

d) **At the end of the trial period**

The Department Manager will submit a Report to the Human Resources Executive or the person in charge of Human Resources Department on the progress of a probationer no less than four (4) weeks before the end of his trial period. On the basis of this report, the Management will decide whether the employee will become permanent, granted an extended trial period or have his services terminated, failing which the probationer may apply to the Union Shop Steward for representation.

## **ARTICLE 14 – ACTING APPOINTMENTS**

- a) An employee transferred on a temporary basis to another job in the same grade will be paid his existing wage.
- b) An employee transferred on a temporary basis to another job or in a higher grade for not more than

seven (7) working days will be paid either:-

- (i) The difference between his substantive wage and the minimum rate of the higher graded job or an increment in the higher grade which ever is the higher or
- (ii) If his salary is more than the minimum of the acting job, he will be paid his actual salary plus fifty percent (50%) of the difference between his salary and the actual salary of the person for whom he is acting or an increment in the higher grade whichever is the higher.

In either case, the salary is paid provided he assumes the full responsibilities of the temporary job. If he does not assume the full responsibilities, a lesser amount will be paid as recommended by his department head, but in any case, it will not be less than the minimum salary of the acting job or his actual salary which ever is the higher.

## **ARTICLE 15 – PROMOTION**

New permanent jobs and or vacancies, which offer promotions or higher earnings, will first be offered to existing employees.

New permanent jobs and or vacancies covered by this Agreement will be advertised on the Company's notice

boards for at least one (1) week, stating the deadline for applications and the job requirements.

Any employee who considers himself to be eligible for promotion should equip himself for the possible new position if and when it arises.

Applicants shall apply to the Human Resources Executive to fill the vacancy. The person selected to fill the vacancy must be approved by Management. Where it is found necessary, staff will serve a probationary period not in excess of the probationary period of thirteen (13) weeks before his promotion is confirmed.

If the promotion is not confirmed, he will be reverted to his former job and rate of pay.

If there is no suitable regular employee for the job, then selection will be made by the Management from outside applicants.

The successful outside applicant will also if it is found necessary, serve a trial period depending on his status and if not satisfactory, will be laid off.

## **ARTICLE 16 – PRODUCTION WORK BY FOREMEN OR SUPERVISORS**

Foremen and Supervisors shall not perform production work on an hourly rated job except:

- a) When a regular trained employee is not immediately available.
- b) In the instruction and training of employees;
- c) In cases of emergency or production difficulties;
- d) Where it is part of his regular established responsibilities.

## **ARTICLE 17 – ANNUAL LEAVE**

All regular employees shall be given leave with pay in respect of each completed year of service as follows

- one (1) year to twenty (20) years - twelve (12) working days
- over twenty (20) years - eighteen (18) working days

Employees whose work week includes Saturdays, Saturday will be included as working days.

Annual Leave is not accumulative and employees must take their annual leave each year.

## ARTICLE 18 – VACATION LEAVE/

### TRAVEL ASSISTANCE

- a) An employee who has completed five (5) years' continuous service will be entitled to:-
- i) twenty three (23) working days vacation leave with pay (this is inclusive of the minimum period set out in Article 17 above) – ***for employees who work a five (5) day week.***
  - ii) twenty seven (27) working days vacation leave with pay (which is inclusive of the minimum period set out in Article 17 above – ***for employees who work a six (6) day week.***
  - iii) Employees going on vacation leave will be entitled to a Travel Assistance of Twenty two thousand dollars (\$22,000.00) in addition to
    - 6<sup>th</sup> year - 23 or 27 working days as stated in Art. 18
    - 9<sup>th</sup> year - 23 or 27 working days as stated in Art. 18
    - 12<sup>th</sup> year - 23 or 27 working days as stated in Art. 18
  - iv) In recognition of employees who have completed fifteen (15) years of service, the company shall

grant to that employee:

- 23 or 27 working days as stated in Art. 18 and \$30,000.00 special allowance

v) In recognition of employees who have completed eighteen (18) years of service, the company shall grant to that employee:

- 23 or 27 working days as stated in Art. 18 and 55,000.00 special allowance

In cases where the wife of a male employee is also employed in the Company, both of them shall be entitled to individual travel allowances.

## **ARTICLE 19 - RECOGNITION OF LONG SERVICE – SPECIAL ALLOWANCES**

- a) In the first vacation period after completion of twenty (20) years' continuous service and in recognition thereof, an employee shall be entitled to receive the sum of one hundred thousand dollars (\$100,000.00) as a travel assistance allowance for himself and wife possibly to enjoy an overseas or Caribbean holiday.
  
- b) In the first vacation period after completion of twenty-three (23) years' continuous service the employee shall

again be entitled to the special allowance, in recognition thereof, the employee shall be entitled to receive the sum of one hundred and ten thousand dollars (\$110,000.00) as travel assistance.

- c) In the first vacation period after completion of twenty (26) years' continuous service, the employee shall again enjoy the special allowance, in recognition thereof the employee shall be entitled to receive the sum of one hundred and twenty thousand dollars (\$120,000.00) as travel assistance allowance.
- d) In the first vacation period after completion of twenty nine (29) years' of service, the employee shall again enjoy the special allowance, in recognition thereof the employee shall be entitled to receive the sum of one hundred and thirty five thousand dollars (\$135,000.00) as travel assistance allowance, and every block of three (3) years – 32 years, 35 years etc., the same as in (d) shall apply.
- e) If an employee defers his vacation leave (one month) from the year it becomes due to the next year, he must first obtain the permission of Management so his cycle shall not be affected.

Similarly, if his vacation leave is deferred at Management's request, then his next tour of vacation shall in no way be affected.

## **ARTICLE 20 – REQUEST FOR VACATION DATES AND SHUT DOWN**

For the purpose of planning the Company requires employees to apply to their Departmental Heads for vacation dates by February 1 each year. In cases of conflict in dates, the employees with the greater length of service will be given preference.

The Company may require entire Departments to close down for vacation. In such cases, the employees concerned will be informed three (3) weeks in advance of the close down for vacation so that they can make their vacation arrangements.

## **ARTICLE 21 – HOLIDAY OCCURRING DURING ANNUAL LEAVE/VACATION PERIOD**

If a Public Holiday falls during the annual leave or the vacation period, employees are entitled to an extra day's leave with pay. A Public Holiday is a holiday that is prescribed by Law and is published in the Official gazette but for the purpose of this Agreement does not include Sundays.



## **ARTICLE 22 – VACATIONS – NON EXTENSION**

An employee is not entitled to an extension of his vacation period for any sickness or accident which may occur during his vacation, but should the sickness exceed his vacation period and a medical certificate produced, such illness beyond the end of the vacation shall be treated as sick leave with its attendant benefits.

## **ARTICLE 23 – EMPLOYEES LEAVING THE COMPANY**

- (a) Employees who leave the service of the Company will be paid for any earned vacation and travelling allowance if at the time of his departure from the employ of the Company his vacation leave had fallen due.
  
- (b) In the case of an employee who voluntarily resigns after ten (10) years continuous service, giving one (1) month's notice or retires in accordance with the Company's retirement policy, he/she shall be entitled to 2 weeks' pay for every year of service computed at an average of the aggregate salary for the last three (3) years, up to a maximum of one hundred and four (104) weeks.

## **ARTICLE 24 – SICK LEAVE**

Upon submission of a medical certificate for sick leave from a Doctor who is listed on the panel of the Company's Health Scheme, a regular employee will be granted leave of absence with pay as follows:

- a) The relevant amount due from the National Insurance Scheme as stipulated in the National Insurance and Social Security Act Cap: 36:01 and its amendments and regulations **and** from the Company, thirty percent (30%) of the employee's rate of pay for a maximum period as set out below:-

During the first year's service - A maximum of 2 weeks

During the second year's service - A maximum of 4 weeks

During the third year's service - A maximum of 7 weeks

During the fourth year's service- A maximum of 10 weeks

During the fifth year's service- A maximum of 13 weeks

- b) **With over five (5) years' continuous service**

Thirty percent (30%) of the employee's rate of pay and

the amount due from the National Insurance Scheme as stipulated in the National Insurance and Social Security Act Cap: 36:01 and its amendments and regulations for a maximum of twenty-six (26) weeks sick leave.

- c) The Company agrees to pay for the first three (3) days that are not covered by the NIS once in every twelve (12) months. Thereafter payment for any further 1 to 3 days will be at the discretion of Management.

An employee shall report his illness on the first day of his absence. If however, he cannot do so because of extenuating circumstances, then he must report such absence on the second day and he shall be required to produce a medical certificate on or before the third day.

## **ARTICLE 25 – MATERNITY LEAVE**

Leave of absence will be granted by the Company for pregnancy if the employee has one (1) year's regular service.

Because of the nature of the Company's business, she shall leave at the completion of seven and a half months (7½) of her pregnancy.

The employee will receive 30% of her rate of pay from the Company and other entitlement from the NIS for a period of thirteen (13) weeks. Payment for any future pregnancies will be subject to the NIS Regulations.

Cognizance will be taken of any amendment to the National Insurance and Social Security Act Chapter 36:01.

Her job shall be kept open, and her relief will remain on a temporary basis, up to four (4) months after the date of delivery.

At the time of returning from such leave of absence, she shall present a statement from her attending Physician that she is physically able to perform the duties of her occupation.

## **ARTICLE 26 – LEAVE OF ABSENCE**

### **a) Permission for leave of absence**

Employees must obtain permission from their foreman or Departmental Heads to be absent from their work station for any reason whatsoever.

Absence from work will result in loss of earnings.

Punctuality and regular attendance are contributory factors to the award of bonuses.

b) **Death in the family**

Employees will be granted two (2) working days leave of absence with pay for the purpose of making funeral arrangements and attending the funeral of the family.

For purposes of the Agreement – ‘family’ means, - ‘wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-Law, grandmother and/or grandfather.

An extension of this period for travelling purposes may be granted at the discretion of the Company.

Verification of death and relationship may be required by the Company.

c) **Jury Service and State Witness**

i) Leave of absence will be granted for Jury Service. Each day an employee is not chosen for Jury duties, he must return to work. Actual days served on Jury duties to be verified by the relevant Official of the Law Courts.

ii) When an employee has been chosen for jury duty, he/she shall be required to swipe into the company before attending court and return to the company to

swipe out after court. Where this is not done, such employee shall be recorded as absent.

Where this is not possible, this must be explained to the Department Head.

iii) When a regular employee is required to serve as a State Witness he shall be given special leave with pay by the Company to attend.

d) **Voting – National and Local Democratic Organs Elections**

Employees will be given time off to vote in National and Local Democratic Organs Elections.

e) **Absence for Vocational or Trade Union Education**

The Company agrees to grant leave of absence from work for a period of one (1) month with pay to not more than three (3) employees per time in any one (1) year to attend Trade Union Courses, Seminars or Conferences.

If a longer period of absence from the job is required the Union shall make such representations to the Company.

Such permission shall depend on the exigencies of the work situation and the Company may require proof of attendance.

f) **Major Sports and Cultural Events**

The Company agrees to grant at its discretion special leave with pay to employees chosen to represent their region, county or country in recognized major sports or cultural activities.

**ARTICLE 27 – FAILURE TO REPORT  
FOR WORK AT END OF A PERMITTED  
LEAVE OF ABSENCE FOR THREE  
CONSECUTIVE WORKING DAYS**

An employee who fails to report to work for three (3) consecutive working days after the expiration of a permitted leave of absence, or is absent for three (3) consecutive working days will be considered to have quit unless he gives an explanation acceptable to management.

## **ARTICLE 28 – ABSENCE WITHOUT LEAVE**

An employee who is regularly absent without permission may be considered for dismissal after discussion with the Union. In order to be eligible for the holiday pay, an employee must report for work on the work day preceding and the workday following a National Holiday, unless the cause for his absence is accepted by management. This excludes Demico employees who are on their “day off” either on the day preceding or the day following a National Holiday.

## **ARTICLE 29 – DEMOTION INSTEAD OF LAY-OFF**

Where an employee is demoted resulting from a disciplinary measure or out of contraction of work in the company the employee will be paid his existing rate of pay which will be treated as “Red Circle Rate” and as such will not attract any increase until the maximum rate of the grade in which he is, is brought in line with his basic rate. The Union will be informed by the Company if this occurs.



## **ARTICLE 30 – DISCIPLINARY**

### **PROCEDURES**

That there be no misunderstanding about unsatisfactory conduct, a schedule of disciplinary measures applicable to an employee on the general payroll is listed as in Appendix 1 as a Guideline for Management and Non-Management employees and the Union.

As a general practice, except for serious incidents, such as stealing, employees should first be suspended with or without pay and the matters be fully investigated before resorting to the final disciplinary action.

Summary dismissal, or termination for just cause, is as a general rule made without pay.

An employee who is called before Management to be disciplined has the right to request his Union representative to be present.

The process of Management's investigation for determination of final action shall at all times be done with the utmost urgency possible.

## **ARTICLE 31 – HEALTH AND SAFETY**

In keeping with, but not limited to the Occupational Safety and Health Act of 1997 the Company agrees to make every reasonable effort in continuing to provide its employees, safe and healthy conditions by observing the following:

- a) To provide and/or maintain reasonably sufficient accommodation for dressing room with lockers, wash stands showers and toilets where applicable;
- b) To provide First Aid Kits, goggles, gas masks, face shields, helmets, respirators, gloves, welding sleeves, overalls, rubber boots, safety boots and cold storage protective garments, wherever applicable.
- c) **Safety Boots** - The Company shall provide one pair of safety boots to Plant Maintenance Men, Electricians and certain Workshop Staff and Stores every year. However, if replacement becomes necessary as a result of defective materials or poor workmanship, the company will replace such safety boots.

When, however, the employee requires replacement of safety boots due to unaccountable loss or wilful misuse thereof, it is agreed that he shall bear 60% of the replacement cost.

Boots and other protective clothing may not be taken out of the Company without permission.

**d) Protective Wear**

- i. The Company shall provide through the Stores certain protective gears that are personal to employees, e.g., sweaters, goggles, headgears, gloves, hoods, respirators and merinos.
  - ii. Inter-changeable protective garments provided by the Company – The Company shall continue to provide in the usual way to eligible staff, the other interchangeable protective, i.e., raincoats, protective wear and cold weather coats.
- e) The wearing of protective clothing is also a requirement in certain areas of operation and appropriate discipline shall be taken against employees who refuse to wear such protective clothing.
- f) Employees shall observe all company rules relative to health and safety. The Union agrees to co-operate with Management in the enforcement of safety and health rules wherever applicable.
- g) The Company is cognizant of the safety and well being of all its employees and will work through a safety committee comprising worker and Management Representative to meet this responsibility.

## **ARTICLE 32 – MEDICAL REPORTS AND EXAMINATIONS**

It is mutually agreed that since the Company is in the Food Processing business, employees must immediately report any contagious or communicable disease to their Managers who will treat such information as confidential.

Failure to report is a serious offence.

The Company can require employees to be medically examined at the expense of the Company.

Employees may also be required to be examined by the Public Health Department of the Ministry of Health.

## **ARTICLE 33 – HIV/AIDS**

- a) The Company agrees to confirm to the best practices on HIV/AIDS as enshrined in the International Labour Organization Recommendation/Convention on HIV/AIDS.
- b) The Company agrees to work in collaboration with the Union in formulating an appropriate programme on HIV/AIDS at the workplace.

**ARTICLE 34 – CONDITIONS OF  
EMPLOYMENT ALLOWANCES**

- a) The Company shall provide a monthly Conditions of Employment Allowance of \$7,700.00 to all categories of employees in the Company, including the Restaurants' Staff.

Employees who are absent without leave or are on suspensions will have their Conditions of Employment Allowance adjusted as follows:

5% per day on the C.O.E. of \$7,700.00 up to a maximum of 50%

**b) Obligations of employees receiving the allowance**

Employees receiving the Conditions of Employment Allowance shall be required:

- i) To provide and launder their own uniforms as required by the Company;
- ii) To provide ten (10) overtime meals per month when overtime is worked - except when, the work is done during the lunch interval and before 6:00 a.m. and unscheduled overtime i.e. notice of four (4) hours or less;

iii) To provide their own holiday issues of drinks.

c) **Uniforms**

**Appearance of Employees**

The Company is in the Beverage and Food Manufacturing business with several food processing areas, hence for reasons of sanitation and safety, employees must be clean and neatly dressed when at their work stations and must be neatly shaven and groomed.

Employees can be prevented by the Security Officers/ Departmental manager at the Gate House/Department from entering the complex if they do not conform to these requirements.

The wearing of uniforms is a requirement and appropriate disciplinary action may be taken against employees who fail to wear their uniforms.

In order to assist employees to maintain a good appearance at work, the Company has agreed to provide a Condition of Employment Allowance to include provision for the payment of uniforms.

Employees shall therefore furnish themselves with uniforms on an annual basis as follows:-

Driver/Salesman	6 shirts 3 pairs of pants 1 pair boots 1 cap
Plant Operators	6 shirts 4 pairs of pants 1 pair long boots
Lift Truck Operators	6 shirts 4 pairs of pants
Trailer Drivers	6 shirts 4 pairs of pants 1 cap
Yardmen	4 shirts 4 pairs of pants 1 pair long boots
Assorting Men	6 'T' shirts 4 pairs of pants
Workshop including Plant	4 uniforms (overalls)

Maintenance Men and Electricians	or shirts and pants
Qik serv, Idiho, Males – Camp Site, Kitty Qik Serv N/A Qik Serv	6 shirts 6 pairs of pants 2 caps Long boots as required
Females	4 uniforms 2 caps 6 aprons
Foreman and Supervisor (indoors)	6 shirts 4 pairs of pants
Sales Supervisors (outdoors)	4 shirts 2 pairs of pants

d) **Uniforms – Changing Out**

Employees shall not be allowed to wear their uniforms when not engaged on company business. At the end of the work day, employees must change into their own clothes before leaving the premises, where applicable.



e) **Uniform Material: Cost, Purchase and Tailoring**

The Company shall continue to purchase for employees uniform materials on a bulk basis and shall make such materials available to employees at cost.

The cost of such materials together with the cost of tailoring of the uniforms where applicable, shall be deducted in twelve (12) equal monthly instalments from the Conditions of Employment Allowance.

f) **Laundering**

Employees must launder their own uniforms

**ARTICLES 35 – OTHER ALLOWANCES**

a) **Rum Deliverymen, Rum Salesmen (Liquor Store) and Driver/Salesmen and Driver/Deliverymen Allowances**  
**Meal Allowance**

Rum Deliverymen, Rum Salesmen (Liquor Store) and Driver/Salesmen and Driver/Deliverymen shall be given an allowance of \$470.00 per day (Thirst Park Employees) and \$525.00 per day (Branches). This allowance will not be paid if they return to Thirst Park for lunch in the Canteen.

This allowance can only be claimed when approved by the Sales Manager or Supervisor and will not be paid unless the vouchers are countersigned by the Sales Manager or the Supervisor.

Should any authorized overnight stay be involved, the Company agrees to pay the actual cost of travelling and over-nighting expenditure. (Unless the employee is in receipt of an out-of-town allowance) the Company may require proof of expenditure claimed.

It is agreed that an unauthorized or improper claim for allowances is an offence.

**b) Drinks Allowance to regular employee – Daily Issue**

Thirst Park and Industrial Site employees are allowed one (soft drink) per day which can be collected from and consumed in the Canteen.

Driver/Salesmen are allowed two (2) drinks or two (2) 1-litre bottles of water per day for consumption whilst on the route.

This allowance is not accumulative and is for daily consumption.

Branch employees are allowed one (1) drink per day to be consumed at the Branch.

c) **Shortage Allowance**

i) As Driver/Salesmen/Deliverymen and Wholesale Rum Deliverymen work in pairs and are jointly responsible for shortages (which are deductible from emoluments) a monthly shortage allowance of one thousand five hundred dollars (\$1,500.00) each is added to their emoluments.

ii) A shortage allowance of one thousand dollars (\$1,000.00) per month each will be paid to two (2) employees at the Retail Liquor Store who handle money receipts.

iii) Restaurant Cashiers will be paid a shortage allowance of seven hundred and fifty dollars (\$750.00) per month. Relief Cashiers will be paid five hundred and fifty dollars (\$550.00) per month.

All shortages will have to be repaid.

d) **Inconvenience Allowance**

Special Events staff who are expected to do work for many hours in excess of the normal work day and or the prescribed work week, will be paid an inconvenience allowance of seven hundred and fifty dollars (\$750.00) per month.

e) **Relocation Allowance – Out-Of-Town**

The Company agrees that when an employee is temporarily transferred out-of-town that an agreed cost incurred for travelling, boarding and lodging will be borne by the Company. When an employee is permanently transferred out of town, the Company shall bear an agreed cost to cover his travelling, boarding and lodging for the first three (3) months.

However, the Company will render every possible assistance to the employee for him to find suitable and comparable housing facility.

When certain staff are assigned to duties out of town temporarily, the Company will provide an out-of pocket allowance as shown below:-

Grade 2	- \$750.00 per day
Grade 3	- \$900.00 per day
Grade 4	- \$1,200.00 per day
Grade 5	- \$1,350.00 per day

**ARTICLE 36 – DENTAL AND OPTICAL ALLOWANCES**

Dental/Optical – Maximum limits within any three (3) year period:

2 years service and under 5 years	- \$4,000.00
5 years service and under 7 years	- \$4,500.00
7 years service and under 10 years	- \$5,000.00
10 years service and over	- \$6,000.00

**ARTICLE 37 – BURIAL ALLOWANCE**

If a regular employee dies, his beneficiary will be entitled to one thousand seven hundred and fifty dollars (\$1,750.00) for each completed year of service, up to a maximum of sixty thousand dollars (\$60,000.00).

**ARTICLE 38 - SEVERANCE PAY WILL BE PAID ACCORDING TO THE NEW TERMINATION OF EMPLOYMENT AND SEVERANCE PAY ACT 1997**

a) **Computation**

Having qualified for severance pay an employee shall be paid as follows:-

1 – 10 years	-	2 weeks per year
Over 10 years	-	3 weeks per year to a maximum of

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*Memorandum of Agreement*

**b) When Severance shall not be paid**

- i. If an employee is dismissed for dishonesty or serious misconduct.
- ii. When an employee attains the age of sixty (60) years and retires if he qualifies he shall enjoy the full benefits contained in the Collective Agreement under Article 23.
- iii. Where an employee accepts severance pay resulting from retrenchment he immediately loses all continuous service credit.
- iv. If he is re-employed as a regular employee within three (3) years and refunds the severance pay at the time of his re-employment, his previous service will be credited to him.
- v. If he is re-employed without refunding his severance pay, he starts as a new employee in all aspects.

**ARTICLE 39 – SENIORITY, LAY-OFF,  
RECALL AND TERMINATION**

**a) Definition – Seniority**

A regular employee's seniority will commence on the date he was placed on the Company's payroll as a probationer.

If an employee has any break in service for any reason whatsoever, his seniority will commence (subject to Article 38 (iv) and (v) from the date of re-employment and all benefits will commence from that new date).

**b) Seniority – Company wide**

Seniority will be company wide and will be a factor in lay-off and recall as well as the only factor in the length of vacations.

**c) Termination and Seniority**

The seniority of an employee will be terminated on retirement, resignation or dismissal.

**d) Avoidance of Lay-off**

Regular work will be provided as far as practicable. This will be to the benefit of both the Company and the employee.

**e) Lay off Procedure**

- i) The Union will be notified and the reduction programme discussed.
- ii) Casuals and probationers will be laid off first.
- iii) Thereafter, where skill on merit is equal, workers will be laid off on the basis of last in, first out, and those who are qualified and willing shall be given

any alternative work if available.

- iv) An employee who elects to take a lay-off instead of “bumping” to another job classification will be considered to have quit.

**f) Lay-off Notice – Redundancy**

Notice will be given subject to the Severance Pay and Termination Act 1997.

**g) Recall**

Employees will be recalled in the reverse order in which they were laid off. A recalled employee will not lose his seniority but will be subject to Article 38 (b).

**h) Recall Notice**

Employees will be notified by registered mail posted to the last known address on the Company’s records

A recalled employee who does not report to work within fourteen (14) days from the day of mailing will be considered to have quit.

- i) An employee recalled to his regular job from which he was laid off will be paid the same rate as when laid off unless because of business conditions, new Wage Rates have been negotiated with the Union.



**j) Recall to a different job**

If recalled to a job other than his previous one, the employee will be paid at the rate of the new job.

**k) Permanent redundancy**

If redundancy arises from the reduction of the labour force, notwithstanding the foregoing, employees with more than one (1) year service, who are laid off permanently or for a period exceeding six (6) weeks shall receive redundancy payment in accordance with the termination and Severance Pay Act.

**ARTICLE 40 – TERMINATION OF EMPLOYMENT**

**a) Dismissal**

An employee will be dismissed if he consistently performs unsatisfactory work after proper instruction and trial; for stealing; if his behaviour or attendance record is unsatisfactory or for any offence listed in Appendix 1 and so stated.

**b) Notice of discharge to an employee**

Subject to Termination of Employment and Severance Pay Act No. 19 of 1997.

c) **Notice of quitting the Company**

A regular fortnightly paid employee who desires to quit must give notice in accordance with the Severance Pay Act.

d) **Retirement Age**

The normal retirement age for an employee is sixty (60) years of age. A letter of application must be made to Management for another year of continued employment.

**ARTICLE 41 – JOB SECURITY**

The Company will not through contracting out reduce its existing regular work force. In the event that contracting out becomes necessary or in the case of an emergency which would require the reduction of existing staff, the Union will first be notified and consulted.

**ARTICLE 42 – INDUSTRIAL ACCIDENT**

For the purpose of this Agreement any employee including a Casual or Probationer who suffers an industrial accident in the course of, and arising out of his employment and as a result of such accident suffers a disability preventing him from working the remainder of the day, and requiring medical attention at a hospital or Doctor's clinic, shall be provided with transportation by the Company to such place and to his home if necessary. The Company agrees to pay

full salaries less NIS entitlements to such an employee up to a maximum of twenty-six (26) weeks.

A twenty-four-(24) hour Group Insurance Policy is in force between the Company and the Colonial Life Insurance Company covering Dismemberment, Loss of Sight and Death benefits for all employees.

### **ARTICLE 43 – NO REDUCTION OF CONDITIONS**

It is agreed that existing conditions not covered specifically by this Agreement shall continue. Should any change become necessary, the Union will be notified before implementation and given an opportunity to make representation if it so desires.

### **ARTICLE 44 – HONOURING THE AGREEMENT**

Salaries and conditions of employment outlined in this Agreement have been agreed upon by the Company and the Union after negotiations, and both parties promise to honour the terms of the Agreement faithfully. However, the Company and the Union agree that this Collective Agreement shall not be legal and binding on either or both parties.

## **ARTICLE 45 – DURATION OF AGREEMENT**

This Agreement shall be effective for the period October 1, 2008 to September 30, 2011, and shall continue in force thereafter until either side shall have given to the other sixty (60) days' notice in writing of a desire to amend or terminate the Agreement.

Any notice to amend the Agreement must include the proposed amendments.

For the purpose of this collective Labour Agreement 'he' as stated in the Articles refers to both genders.

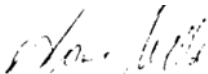
## SIGNATORIES

We agree to abide by and live up to the contents and spirit of all the provisions of the Agreement.

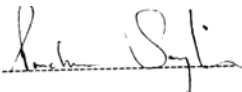
FOR AND ON BEHALF OF THE  
GENERAL WORKERS' UNION

FOR AND ON BEHALF OF  
BANKS DIH LIMITED

President

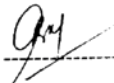


General Secretary



Senior Vice-President

Chairman/Managing Director

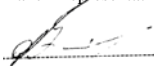


Human Resources Executive



Finance Director

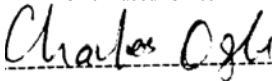
Branch Representative



SIGNED IN THE PRESENCE OF



Chief Labour Officer



Date: 3 November 2008

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*Memorandum of Agreement*

## APPENDIX 1

### DISCIPLINARY CODE

No.	Nature of Offence	1st Offence	2nd Offence	3rd Offence
1.	Absent without permission for one day over a period of three months.	Loss of Pay	Warning and loss of pay	Suspension for one week.
2.	Absence without permission Loss of pay for two consecutive days with- over a six month period.	Loss of pay	Warning and loss of pay	Suspension for two weeks.
3.	Habitual absenteeism without permission.	Suspension or dismissal.	Dismissal	
4.	Early quitting without with approval or habitual lateness without satisfactory Excuse.	Written Warning	Written Warning and loss of pay	Suspension .
5.	Drivers driving whilst under the influence of liquor	Suspension or dismissal	Dismissal	

6.	Coming to work under the influence of liquor	Sent home without pay	Dismissal	
7.	Bringing liquor on the job	Warning	Suspension	Dismissal
8.	Causing damage to Company property	Suspension without pay	Dismissal	
	a) Intentionally	Dismissal		
	b) Through negligence	Written Warning or suspension .		
	c) Failure to report damage	Written Warning or suspension		
9.	Insubordination or refusal to obey lawful instructions	Dismissal or suspension	Suspension or dismissal	Dismissal
10.	Fighting	Suspension	Dismissal	
11.	Loafing on the job	Warning	Suspension	Dismissal
12.	Using Company property equipment or machinery without permission	Warning	Suspension	Dismissal

13.	Sleeping on the job	Warning	Suspension	Dismissal
14.	Removing, defacing or placing notices on Notice Board without permission	Suspension	Dismissal	
15.	Rioting or inciting employees	Dismissal		
16.	Immoral conduct during Company time or on any of the premises owned or rented by the Company.	Dismissal		
17.	Stealing Company cash, stocks or property	Dismissal		
18.	Stealing from a fellow employee or customer	Dismissal		
19.	Gambling during Company time or on company premises	Written Warning	Suspension	Dismissal



20.	Cash or stock shortages (not theft) in all cases the employees will be called upon to make good all or part of the shortages.	Written Warning	Warning	Suspension or demotion or dismissal
21.	Tampering with a product of the Company or altering a fixed Company price of a product.	Dismissal		
22.	Broaching company's storage vessels and/or being in illegal possession of tank cock keys.	Dismissal		

23.	Concealment and/or failure to report immediately to a superior a mistake made by an employee in his work which may cause serious loss or accident. Advising aiding or abetting in concealment or failure to report.	Suspension or dismissal	Dismissal	
24.	Any serious offence on the job, which could lead to a charge.	Suspension	Dismissal	
25.	Attempting to claim monies or benefits under false pretences	Dismissal		
26.	Smoking in Thirst Park Complex, Industrial Site Demico House and all Other Outlets, and Branches	Written Warning	Suspension	Dismissal

27.	Smoking in the Rum Factory, Winery, Liquor Storage areas, gas oil and other inflammable areas.	Dismissal		
28.	Using marijuana, cocaine heroin or any other narcotic related drugs on the premises of any of the Company's operations.	Dismissal		
29.	Being found in possession of marijuana, cocaine, heroin or any narcotic related drugs on the premises of any of the Company's operations.	Dismissal		
30.	Indecent language on the job or on company premises.	Written Warning	Suspension	Dismissal
31.	Failure to report contagious or communicable disease immediately	Dismissal		

32.	Absence by shift operator from scheduled shift without making proper relief arrangements.	Written Warning	Suspension	Dismissal
33.	Inefficiency and incompetence singularly or collectively	Written Warning	Dismissal	
34.	Shift Operator sleeping on the job	Written Warning	Suspension	Dismissal
35.	Swiping another person's Swipe card	Written Warning or Suspension	Suspension without pay or Dismissal	Dismissal
36.	Unauthorized use of Company without vehicle transporting persons goods or materials not related to the Company.	Written Warning	Suspension	Dismissal

The accumulation by an employee of three (3) written notices of serious offences or disciplinary penalties during any twelve-month period may be cause for dismissal. If there is no repetition of an offence within a twelve-month period, the listed offence in the employee's personal file will not be used against him unless it is required by the Company and the Union in order to arrive at a decision.

N.B. Where in this Appendix the penalty for offences is suspension, some guidelines are here stated:-

First Offence	1 – 5 days
Second Offence	1 – 8 days
Third Offence	1 – 12 days

***Edited By: Troy H. Peters (Communications Manager)***

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