



**KINGDOM OF CAMBODIA**  
**NATION RELIGION KING**

**ក្រុមប្រឹក្សាអាជ្ញាកណ្តាល**

**THE ARBITRATION COUNCIL**

**Case number and name: 116/07 – Grace Sun**

**Date of Award: 27 November 2007**

### **ARBITRAL AWARD**

(Issued under Article 313 of the Labour Law)

#### **ARBITRATION PANEL**

Arbitrator chosen by the employer party: **Ing Sothy**

Arbitrator chosen by the worker party: **Liv Sovanna**

Chair Arbitrator (chosen by the two Arbitrators): **Kong Phallack**

#### **DISPUTING PARTIES**

##### **Employer party:**

Name: **Grace Sun Cambodia Garment Co., Ltd.**

Address: **Prek Takung Village, Sangkat Chak Angre Leu, Khan Meanchey,  
Phnom Penh**

Telephone: **012 805 374** Fax: **N/A**

Representatives:

- |                       |                           |
|-----------------------|---------------------------|
| 1. Ms. Xiao Shao Ping | General Director;         |
| 2. Mr. Xue Zhang Hua  | Director;                 |
| 3. Mr. Chea Dara      | Interpreter;              |
| 4. Mr. Lo Kim Hong    | Administrative Manager;   |
| 5. Mr. Ma Ravy        | Administrative Assistant. |

##### **Worker party:**

Name: **Khmer Youth Federation Trade Union (KYFTU) and Free Trade  
Union of Workers of Kingdom of Cambodia (FTU)**

Address: **Prek Takung Village, Sangkat Chak Angre Leu, Khan Meanchey,  
Phnom Penh**

Telephone: **092 890 148** Fax: **N/A**

Representatives:

**Khmer Youth Federation Trade Union (KYFTU):**

1. Mr. Long Sophat                      KYFTU Official;
2. Mr. Nong Samnang                    KYFTU Official;
3. Mr. Tith Vannak                      KYFTU Official;
4. Mr. Chin Dara                         President of KYTU at the factory;
5. Mr. Pen Chantha                      Vice-President of KYTU at the factory;
6. Ms. Kruy Nary                         Secretary of KYTU at the factory;
7. Mr. Tan Chhaya                       Committee member of KYTU at the factory;
8. Mr. Tun Samnang                      Member;
9. Mr. Pich Naroeun                      Member;
10. Ms. Sem Mao                         Member;
11. Ms. Ros Leakena                      Member.

**Free Trade Union of Workers of Kingdom of Cambodia (FTUWKC):**

1. Mr. Chun Sam Aun                      FTUWKC Official;
2. Ms. Sao Sopheap                       Worker Delegate in Grace Sun Factory;
3. Mr. Heng Sothy                         Worker Delegate in Grace Sun Factory;
4. Mr. Srey Vannak                       Worker Delegate in Grace Sun Factory;
5. Mr. Prak Chhan                         Worker.

**ISSUES IN DISPUTE**

(In the Non-Conciliation Report)

1. The workers in the lock-stitching section demanded that the Company provide them with full wages when the company alleges it doesn't have work for them to perform, suspends their work and provides them with 50 percent of their wages, but recruits new workers to replace them. The company does not agree to the demand, asserting that it doesn't have enough work for the workers to perform.
2. The workers in the lock stitching team demand that the company set the number of garments to be lock stitched [consistent with] the practice in 2000 but the employer party [said it] would set the number of garments to be lock stitched consistent with the 1 October 2007 announcement.
3. The workers in the lock stitching team demand that the company transfer Mr. Srey Vannak, Head of lock stitching team out [of the team] because he was [biased] and used inappropriate words towards workers. The employer party did not agree because Mr. Srey Vannak did not commit misconduct as alleged.

4. The Khmer Youth Trade Union demanded that the company allow the leaders of the Khmer Youth Trade Union at the factory to meet for two hours per week. The employer party did not agree and allowed only worker delegates in the factory to meet.
5. The workers demanded that the company increase the seniority bonus by US\$1 when workers have worked for more than five years. The employer party claimed to implement Notification 017.

#### **JURISDICTION OF THE ARBITRATION COUNCIL**

*The Arbitration Council derives its power to make this Award from Chapter XII, Section 2B of the Labour Law (1997); the Prakas on the Arbitration Council No. 099 dated 21 April 2004; the Arbitration Council Procedural Rules which form an Annex to the same Prakas; and the Prakas on the Appointment of Arbitrators No. 076 dated 10 May 2007 (Fifth Term).*

*An attempt was made to conciliate the collective dispute that is the subject of this Award, as required by Chapter XII, Section 2A of the Labour Law. The conciliation hearing which took place on 30 October 2007 was unsuccessful, and the non-conciliation report No. 1154 was submitted to the Secretariat of the Arbitration Council on 2 November 2007.*

#### **HEARING AND SUMMARY OF PROCEDURE**

**Place of hearing:** The Arbitration Council, Phnom Penh Centre, Building A, Sothearos Blvd., Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh.

**Date of hearing:** 12 November 2007 (from 2:00pm to 5:30pm)

#### **Procedural issues:**

On 21 September 2007, the Department of Labour Disputes received a complaint from the KYFTU demanding the improvement of working conditions. Having received the complaint, the Department of Labour Disputes designated its officials to conciliate the dispute, but was unable to conciliate the five issues. The five non-conciliated issues were submitted to the Arbitration Council on 2 November 2007.

Having received the case, the Secretariat of the Arbitration Council summoned both the employer party and the employee party to a hearing to conciliate the dispute on 12 November 2007 at 2:00pm. Both parties were present at the hearing summoned by the Arbitration Council.

On the hearing day, the Arbitration Council attempted to conciliate the five non-conciliated issues as stated in the non-conciliation report of the Department of Labour Disputes; however, the issues could not be conciliated. Therefore, in this case the Arbitration

Council considers this dispute based on the evidence and statements of both parties in the hearing as follows:

### **EVIDENCE**

**Witnesses and experts:** N/A

### **Documents, Exhibits and other evidence considered by the Arbitration Council**

#### **Provided by the employer party:**

1. Trade Registration Certificate No. 0557 of Grace Sun Company dated 5 February 2007;
2. Statute of Grace Sun Company dated 20 December 2006;
3. Internal Work Rules of Grace Sun Company dated 18 December 2006;
4. Invitation to the Director of Grace Sun Company to settle the collective dispute between Grace Sun Company and KYTU dated 2 October 2007;
5. Minutes of Interrogation of the representatives of Grace Sun Company dated 14 October 2007;
6. Minutes of the collective labour dispute conciliation at Grace Sun Company dated 24 October 2007;
7. List of the garments to be overlocked;
8. ID number determining the number of lock stitching machine operators;
9. Payroll of July 2007 of Darning Unit;
10. Payroll of August 2007 of Darning Unit;
11. Payroll of September 2007 of Darning Unit.

#### **Provided by the worker party:**

1. Letter No. 936 on the request for discussion and settlement of labour dispute of workers at Grace Sun Company dated 22 September 2007;
2. Letter requesting the President of KYFTU to resolve working conditions dated 21 September 2007;
3. List dated 21 October 2000 which describes the spot where lock stitching occurs on the garment;
4. List of the garments to be lock stitched dated 21 October 2000;
5. Name list and thumb-prints of workers who have been working for Grace Sun Company for more than five years and made the demand that the company provide them with an additional US\$ 1 seniority bonus;
6. Name list and thumb-prints of workers in the Lock stitching team of Darning Unit, who demanded that the company improve some working conditions;
7. Letter No. 1733 dated 30 November 2006 recognising KYTU at Grace Sun Company;

8. Registration Certificate of KYTU at Grace Sun Company dated 30 November 2006;
9. Registered Statute of Grace Sun Company dated 30 November 2006;
10. Minutes of women workers in Lock stitching Team dated 18 August 2007;
11. List of ID numbers of newly recruited workers in the Lock stitching Team.

Provided by the Ministry of Labour and Vocational Training [MoLVT]:

1. Letter No. 1591 on the request for collective labour dispute resolution at Grace Sun Company dated 7 November 2007;
2. Report No. 1154 on the collective labour dispute settlement at Grace Sun Company dated 30 October 2007;
3. Minutes of the collective labour dispute conciliation at Grace Sun Company dated 24 October 2007.

Provided by the Secretariat of the Arbitration Council:

1. Invitation No. 516 dated 5 November 2007 to the worker party to attend the hearing.
2. Invitation No. 515 dated 5 November 2007 to the employer party to attend the hearing.

**FACTS**

- Having examined the report on the collective labour dispute conciliation;
- Having listened to the testimonies from both the employer party and the worker party;
- Having reviewed other supplementary documents;

**The Arbitration Council finds that:**

- Grace Sun Company employs a total of 820 workers.
- There are two unions in the factory – FTUWKC and KYTU. KYTU is the claimant in this case.
- Both the union and employer representatives agreed that none of the unions in the factory has most representative status.

**Issue 1: Workers in the lock stitching team demand that the company provide [them with] full wages when the company has work for them to do but recruits new workers to replace them and provides [the existing workers with] only 50 percent of wages**

- 19 workers in the lock stitching team made the demand.
- The employer party said the company had indeed recruited new workers because they work faster than the existing workers. This practice was used when there was

not much work to do and the company asked the existing workers to take a break with 50 percent wage and their jobs were given to the newly recruited workers.

- The employer party claimed that the productivity of existing workers was getting lower and lower if compared to the previous years and they produced less than the new workers.
- The union representatives said that they were less productive because the number of garments to be lock stitched had increased. The reason that the new workers worked faster was because they were afraid of the director so they worked harder.
- The company did not apply to the Labour Inspector for the suspension of the labour contract when there was no work to do and recruited new workers to replace the existing workers.
- The worker party did not provide the name of the 19 workers and did not provide the name of the new workers. The worker party said that they did not remember the exact date of the incident but they only knew that the incident started from 11 July 2007.
- The Arbitration Council ordered the worker party and the employer party to provide more documents to support their demand by 16 November 2007; however neither party submitted documents as requested.

**Issue 2: Workers in the lock stitching team demand that the company set the number of garment to be lock stitched consistent with the practice in 2000**

- The workers demanded that the company determine the number of garments to be lock stitched consistent with what was practiced in 2000. The worker party did not explain or provide any documents to explain what the practice was in 2000. The employer party did not agree and requested that the company follow the new practice as set out in the table provided to the Arbitration Council at the hearing.
- The worker party said that the increase in the number of garments to be overlapped meant that they received a lesser wage; previously none of the workers received less than the minimum wage of US\$ 50.
- The employer party claimed that the reason that the company increased the number was because the company has changed the manual lock stitching machines to computerised lock stitching machines and previously none of the workers received less than the minimum wage of US\$ 50. Those [workers] who could not achieve the minimum wage had the amount topped up. The employer said that 40 percent of the workers could achieve surplus which meant that they received more than the minimum wage and the rest received the minimum wage.
- The company explained that the computerised machines were faster than the manual ones. The manual machines could achieve only between 1,200 and 1,600 rounds per

minute while the computerised ones could achieve between 2,000 and 2,400 rounds per minute.

- The machine operators argued that the manual machines could achieve between 1,800 and 1,850 rounds per minute; however, he did not know how fast the computerised machines could achieve, but they were faster than the manual ones.
- The Arbitration Council ordered the worker party and the employer party to provide more documents to support their demands by 16 November 2007, but neither party provided any document as ordered.

**Issue 3: Workers in the Lock stitching team demanded that the company transfer Mr. Srey Vannak, Head of lock stitching team out [of the team] because he was biased and used inappropriate words toward workers**

- The worker party claimed that Mr. Srey Vannak, lock stitching team leader was biased as he only arranged for those who were in his clique to work overtime and existing workers were asked to go home and new workers were asked to replace them. The 19 workers in the lock stitching team were existing workers and members of KYTU and the rest of the team were FTUWKC members and new recruits.
- The employer party said the arrangement for new workers to work overtime and existing workers to go home was the decision of the company, not that of Mr. Srey Vannak.
- Mr. Srey Vannak, who was also present in the hearing, said that he just followed the company's order and he did not have the power to manage.
- Worker Sem Mao accused Mr. Srey Vannak of using inappropriate words toward her. For instance, on 12 August 2007, she lost her scissors and asked Mr. Srey Vannak if he had found them. Mr. Srey Vannak replied saying that nobody took the scissors to put in her asshole. Ms. Sem Mao said she had two witnesses – Mr. Tan Chhaya and Mr. Tun Samnang. The witnesses said they heard Mr. Srey Vannak use those words.
- Mr. Srey Vannak said he did not use those words. He said it was Ms. Sem Mao who used those words. Mr. Srey Vannak also had a witness, who is a member of FTUWKC and was present in the hearing. The witness of Mr. Srey Vannak claimed that Ms. Sem Mao used those words, not Mr. Srey Vannak.
- Ms. Sem Mao did not provide any evidence to prove that Mr. Srey Vannak was a FTUWKC member.

**Issue 4: The KYTU demanded that the company allow its leaders in the factory to meet for two hours per week**

- The worker party said that they made this demand because most of the worker delegates are members of FTUWKC.

- None of KYTU members are worker delegates because the union was established after the election of worker delegates. The worker delegates' term will end in June 2008.
- The company did not agree and argued that under the law, only worker delegates are allowed to meet.

**Issue 5: The workers demanded that the company increase the seniority bonus by US\$ 1 for workers who have worked for more than five years**

- The KYTU, which consists of 160 members, demanded that the company increase the seniority bonus by US\$ 1 for workers who have worked for more than five years; [this was] based on Notification 017 dated 18 July 2000. The worker party did not give reasons why Notification 017 dated 18 July 2000 provided a basis for their demand and did not provide any evidence to support their claim.
- The employer party did not agree because the company [claimed that it] had already implemented Notification 017 dated 18 July 2000.
- The worker party said they received only US\$ 5 and requested the company to increase [the seniority bonus by] US\$ 1, [which would mean workers received] US\$6 after five years, US\$ 7 after six years and so on.

**REASONS FOR DECISION**

**Issue 1: Workers in the lock stitching team demanded that the company provide them with full wages when the company had work to do but recruited new workers to replace them and provided [the existing workers] with only 50 percent of wages**

Article 71 of the Labour Law stipulates that, "*The labour contract shall be suspended under the following reasons:*

1. *The closing of the establishment following the departure of the employer to serve in the military or for a mandatory period of military training.*
2. *The absence of the worker during obligatory periods of military service and military training.*
3. *The absence of the worker for illness certified by a qualified doctor. This absence is limited to six months, but can, however, be extended until there is a replacement.*
4. *The period of disability resulting from a work-related accident or occupational illness.*
5. *The leave granted to a female worker during pregnancy and delivery, as well as for any post-natal illness.*
6. *Absence of the worker authorized by the employer, based on laws, collective agreements, or individual agreements.*

7. *Temporary layoff of a worker for valid reasons in accordance with internal regulations.*

8. *The absence of a worker during paid vacations, including an incidental travel period as well.*

9. *The incarceration of a worker, without a later conviction.*

10. *An act of God that prevents one of the parties from fulfilling his obligations, up to a maximum of three months.*

11. *When the enterprise faces a serious economic or material difficulty or any particularly unusual difficulty, which leads to a suspension of the enterprise operation.*

*This suspension shall not exceed two months and be under the control of the Labor Inspector.*

*An employer can terminate a suspended contract provided that the reasons for the suspension have been remedied and he has given prior notice in accordance with the law.”*

In this case, the employer suspended the labour contracts of 19 workers because their productivity declined and in the hearing the employer party did not show that the company disciplined those 19 workers in accordance with the internal work rules of the company. Therefore, the Arbitration Council considers that the suspension did not comply with Article 71 of the Labour Law. Therefore, the suspension of the labour contracts of the 19 workers was not in accordance with the Labour Law.

In this case, the employer provided 50 percent of wages to the 19 workers who were illegally suspended. In the previous cases, the Arbitration Council held that the employer [must] provide full wages to workers when their labour contracts are not suspended in accordance with the Labour Law (see Arbitral Awards 21/03 – Loyal Cambodia, Issue 8; 46/04 – M&V, Issue 1; 01/04 – New Point II, Issue 1; and 60/04 – United Art, Issue 1).

In this case, the Arbitration Council agrees with the rulings of previous panels. Therefore, the Arbitration Council decides to order the company to provide full wages to the 19 workers for the period that the company illegally suspended their labour contracts.

**Issue 2: The workers in the Lock stitching team demand that the company determine the number of garment to be overlapped consistent with the practice in 2000**

In this case, the worker party demanded that the company set the number of garment to be overlapped consistent with the practice in 2000 because the new target meant they received less wages. The employer party did not agree and asked to follow the new target because the manual lock stitching machines have been replaced with computerised ones. The Arbitration Council considers this case as follows:

Article 2 of the Labour Law provides that, *“All natural persons or legal entities, public or private, are considered to be employers who constitute an enterprise, in the sense of this law, provided that they employ one or more workers, even discontinuously. Every enterprise may consist of several establishments, each employing a group of people working together in a defined place such as in factory, workshop, work site, etc., under the supervision and direction of the employer...”*

In the previous cases, the Arbitration Council considered that this article meant that the employer party had the right to manage and direct the company so long as the management and the direction are reasonable and in compliance with the law (see Arbitral Awards 28/04 – Raffles Hotel Grand d’Angkor, Issue 1; 18/[06] – GHG; 20/06 – New Star, Issue 5; 108/06 – Trinungal Komara, Issue 1; and 17/07 – Charm Textile, Issue 3).

In this case, the Arbitration Council also agrees with the above interpretation that the employer has the rights to change its practice. In this case, the changes were [related to] the type of machine and the number of garments to be overlocked [was] based on the type of machine. However, the employer shall ensure that the workers receive the minimum wage.

In the hearing, the Arbitration Council found that none of the workers’ received less than the minimum wage. Therefore, the employer did not violate the Labour Law. Therefore, the Arbitration Council decides to reject the demand of workers that the company set the number of garments to be overlocked consistent with what was practiced in 2000.

**Issue 3: The workers in the lock stitching team demand that the company transfer Mr. Srey Vannak, Head of lock stitching team out [of the team] because he was biased and used inappropriate words toward workers**

In this case, the worker party demanded that the company transfer Mr. Srey Vannak out of the team, claiming that he used inappropriate words toward workers.

Article 65 of the Labour Law states that, *“A labour contract establishes working relations between the worker and the employer. It is subject to common law and can be made in a form that is agreed upon by the contracting parties.”*

Since the contract is subject to common law; Decree 38 on Contracts also covers labour contracts. Article 22 of Decree 38 on Contracts and Liabilities outside Contracts 1998 stipulates that, *“A contract is a legally binding agreement between the parties. Amendments to the contract can only be made with the consent of both contracting parties.”*

Based on this Article, the Arbitration Council considers that only parties to the labour contract have the right to terminate the contract. It clearly means that the recruitment and dismissal of any worker in the company is the absolute right of the employer, who is a party to the labour contract.

In the previous cases, the Arbitration Council explained that, *“Generally, the Arbitration Council considers that the workers do not have the right to order or demand the employer*

*party to dismiss any worker unless the workers provide evidence to prove that that worker is a dangerous person that should not be employed in the company or factory and employing that person would cause certain insecurity in the workplace.”* (See Arbitral Awards 04/03 – Lida, Issue 2; 14/04 – Chu Sing, Issue 1; 17/03 and 18/03 – Hua Hing, Issue 4; 15/04 – Lucky Zone, Issue 2; 16/04 – Yada Printing, Issue 1; and 32/04 – Ecent, Issue 1)

In this case, the Arbitration Council also agreed with the interpretation of the previous panels that workers can order the employer to dismiss or transfer a worker if they have evidence to prove that the worker may cause danger to the safety of other workers.

However, in this case, the worker party did not provide any solid evidence to prove that Mr. Srey Vannak was a dangerous person who might cause insecurity in the workplace. The workers were just not satisfied with his management [style] and his personal attitude.

The Arbitration Council considers that the workers did not have sufficient basis to support their claim for the transfer of Mr. Srey Vannak. Therefore, the Arbitration Council decides to reject the demand of the workers.

**Issue 4: The KYTU demand that the company allow its leaders in the factory to meet for two hours per week**

In this case, the worker party demanded that the company allow the leaders of KYTU at the factory to meet for two hours per week claiming that most of the worker delegates are members of FTUWKC.

Clause 6 of Prakas 286 dated 5 November 2001 of the Ministry of Social Affairs, Labour, Vocational Training, and Youth Rehabilitation states that, *“The employer shall allow each worker delegate to enjoy two hours per week for his/her worker delegate’s tasks and therefore maintaining their wages and other perquisites. In special cases and with the agreement of the employer, each worker delegate can perform its tasks with more than time thus allotted.”*

Based on this clause, the Arbitration Council considers that the Labour Law does not provide this kind of right to the union but this right is only for worker delegates.

The Arbitration Council considers that the demand of the union to meet for two hours per week is an interests demand which is more than what the law provides. That means this is an interests dispute.

Generally, the Arbitration Council declines to consider an interests dispute, if the union, who brought the labour dispute, does not have most representative status. The most representative status of a union gives [the union] legal standing to negotiate a collective bargaining agreement with the company (see Article 96 (2B) of the Labour Law and Clause 9 (1) of Prakas 305) and legal rights to bring an interests dispute before the Arbitration Council for settlement. In order to achieve most representative status, Article 277 of the Labour Law states that a union must be registered and meet other requirements as stated in this Article

(see Arbitral Awards 57/04 – Evergreen; 60/04 – United Art, Issue 3; 08/07 – Xiao Quinh, Issue 3; and 33/07 – Gold Fame, Issue 2).

In this case, the Arbitration Council also agrees with the interpretation in the previous rulings. In this case, the KYTU does not have most representative status at Grace Sun Company. Therefore, the Arbitration Council declines to consider the demand of the union in this issue (see more in Arbitral Award 79/07 – Terratex, Issue 11).

**Issue 5: The workers demand that the company increase the seniority bonus by US\$ 1 for workers who have worked for more than five years**

Point 3 of Notification 745 dated 23 October 2006 of the Ministry of Labour and Vocational Training states that, “*other benefits that workers used to receive in accordance with Notification 017 dated 18 July 2000 in point 3, 5 and 6 shall remain the same.*”

Clause 5 of Notification 017 dated 18 July 2000 of the Ministry of Social Affairs, Labour, Vocational Training, and Youth Rehabilitation states that, “*Workers who have been working for a long time in a factory or an enterprise shall receive a seniority bonus as follows:*

- *those who have been working more than one year shall receive a seniority bonus of US\$ 2 per month;*
- *those who have been working more than two years shall receive a seniority bonus of US\$ 3 per month, that is US\$ 2 for the first year plus US\$ 1 for the second year;*
- *those who have been working more than three years shall receive a seniority bonus of US\$ 4 per month, that is US\$ 2 for the first year plus US\$ 1 for the second year and US\$ 1 for the third year;*
- *those who have been working more than 4 years shall receive a seniority bonus of US\$ 5 per month, that is US\$ 2 for the first year plus US\$ 1 for the second year, US\$ 1 for the third year and US\$ 1 for the fourth year.*

*The seniority for calculation of the above bonus shall be counted starting from 1 August 2000.”*

Based on this clause, the Arbitration Council considers that this Notification states that the seniority bonus is US\$ 5 per month for workers who have worked for more than four years. The Notification does not specify what seniority bonus workers shall receive after working for more than five years.

In this case, the worker party demanded that the company increase the seniority bonus by US\$1 for workers who have worked for more than five years. The demand for this seniority bonus is beyond what is provided for in Notification 017 dated 18 July 2000. Therefore, the Arbitration Council considers that the above demand of workers is an interests demand. Therefore, the demand is an interests dispute.

In this case, KYTU does not have most representative status in the Grace Sun Factory. Therefore, the Arbitration Council declines to consider the demand of the union. (See reasons for decision related to interests dispute in Issue 4 above)

Based on the above facts, legal principles, and evidence the Arbitration Council makes its decision as follows:

**DECISIONS AND ORDERS**

**Issue 1:** Order the company to provide full wages to the 19 workers for the period that the company illegally suspended their labour contracts.

**Issue 2:** Reject the workers' demand that the company set the number of garments to be overlocked consistent with the practice in 2000.

**Issue 3:** Reject the workers' demand that the company transfer Mr. Srey Vannak out of the team.

**Issue 4:** Decline to consider the demand of the KYTU that the company allow its leaders to meet for two hours per week.

**Issue 5:** Decline to consider the workers' demand that the company increase the seniority bonus by US\$ 1 per month for workers who have worked for more than five years.

**Type of Award: Non-Binding Award**

This Award will become binding after 8 days of the date of its notification unless one of the parties lodges a written opposition to the Minister of Labour through the Secretariat of the Arbitration Council within this period.

**SIGNATURES OF MEMBERS OF THE ARBITRATION PANEL:**

Arbitrator chosen by the employer party:

Name: **Ing Sothy**

Signature: .....

Arbitrator chosen by the worker party:

Name: **Liv Sovanna**

Signature: .....

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Kong Phallack**

Signature: .....