



ក្រុមប្រឹក្សាព្រះរាជាណាចក្រកម្ពុជា
THE ARBITRATION COUNCIL

KINGDOM OF CAMBODIA
NATION RELIGION KING

Case number and name: 118/07 – Ja Ding

Date of Award: 22 November 2007

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRATION PANEL

Arbitrator chosen by the employer party: **Ouk Ry**

Arbitrator chosen by the worker party: **Ven Pov**

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

DISPUTING PARTIES

Employer party:

Name: **Ja Ding Ltd.**

Address: Kbal Damrei Village, Sangkat Kakab, Khan Dangkor, Phnom Penh

Telephone: 012 336 698

Fax: N/A

Representatives: absent

Worker party:

Name: **Khmer Youth Federation Trade Union (KYFTU) and Khmer Youth Trade Union at
Ja Ding Company**

Address: Kbal Damrei Village, Sangkat Kakab, Khan Dangkor, Phnom Penh

Telephone: 012 160 27 63

Fax: N/A

Representatives:

1. Mr. Sann Phan KYFTU Official;
2. Mr. Neang Vannak President of KYTU at Ja Ding Factory;
3. Ms. Da Sophary Vice-President of KYTU at Ja Ding Factory;

ISSUES IN DISPUTE

(In the Non-Conciliation Report)

1. [The worker party] demanded that the company simplify the leave-application process of workers.
2. [The worker party] demanded that the company arrange overtime only on a voluntary basis.
3. [The worker party] demanded that the company set up a clinic with standby doctors and sufficient medicine.
4. [The worker party] demanded that the company set up a daycare center or provide three-cans of milk powder and US\$ 20 per month as daycare fee, as substitution.
5. [The worker party] demanded that the company pay unused annual leave in accordance with the Labour Law.
6. [The worker party] demanded that the company convert the two month probationary workers to regular workers and provide wages in accordance with the Labour Law and reimburse payments.
7. [The worker party] demanded that the company warn the leaders of teams A, B, and C regarding their treatment of workers.
8. [The worker party] demanded that the company deduct 1,000 riels in union contribution fees from the union members.

JURISDICTION OF THE ARBITRATION COUNCIL

The Arbitration Council derives its power to make this Award from Chapter XII, Section 2B of the Labor 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. 1156 was submitted to the Secretariat of the Arbitration Council on 5 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:

First hearing: 14 November 2007 (from 2:00 p.m. to 3:00 p.m.)

(The hearing was delayed because the employer was absent)

Second hearing: 19 November 2007 (from 8:00 a.m. to 9:50 a.m.)

(Hearing proceeded in absentia because the employer was absent)

Procedural issues:

On 8 October 2007, the Department of Labour Disputes received a complaint dated 4 October 2007 from KYFTU demanding the improvement of some working conditions. Upon receiving the complaint, the Department of Labour Disputes designated its officials to conciliate the dispute; none of the eight issues were conciliated because the employer was absent. The eight non-conciliated issues were submitted to the Secretariat of the Arbitration Council on 5 November 2007.

Having received the case, the Secretariat of the Arbitration Council summoned the employer party and the worker party to a hearing to conciliate the eight non-conciliated issues on 14 November 2007 at 2:00 p.m. The worker party was present as summoned by the Arbitration Council, but the employer party was absent without a valid reason. The Arbitration Council spoke with the workers and decided to move the hearing to 19 November 2007 at 8:00 a.m. to offer the employer a chance to be heard.

On the hearing day on 19 November 2007 at 8:00 a.m., the worker party was present as summoned by the Arbitration Council while the employer party was again absent without a valid reason. The Arbitration Council decided to conduct the hearing in absentia of the employer party based on the evidence and statements of the worker party 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: N/A

Provided by the worker party:

1. Letter No. 678 on the election of committee members of Khmer Youth Trade Union at Ja Ding Factory dated 20 July 2007.
2. Statute of Khmer Youth Trade Union at Ja Ding Factory dated 22 July 2007.
3. Resume and Police Record of Chan Srey Touch dated 24 July 2007.
4. Resume and Police Record of Chea Phary dated 24 July 2007.

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

1. Report No. 1177 on the request for collective labour dispute settlement at Ja Ding Company dated 5 November 2007.
2. Minutes of the collective labour dispute conciliation at Ja Ding Company dated 25 October 2007.

Provided by the Secretariat of the Arbitration Council:

1. Invitation No. 528 to the worker party to attend the first hearing dated 8 November 2007.
2. Invitation No. 527 to the employer party to attend the first hearing dated 8 November 2007.
3. Invitation No. 553 to the worker party to attend the second hearing dated 14 November 2007.
4. Invitation No. 552 to the employer party to attend the second hearing dated 14 November 2007.
5. Invitation No. 521 to Ja Ding Company to select an Arbitrator dated 5 November 2007.
6. Minutes of the selection of Arbitrator on the Employer List dated 7 November 2007.

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:

- Ja Ding Company employs 250 workers.
- The factory has one union – Khmer Youth Trade Union, the claimant in this case.
- According to the union, it has 180 members. The union in this factory does not have most representative status.

Issue 1: The workers demanded that the company simplify the leave application process for workers

- The workers claimed that the company treated workers poorly when they ask permission for leave.
- The workers demanded that the company simplify the leave application process because it is difficult to ask for leave permission from the team leader. The workers claim that every time they asked for leave at the end of the shift due to stomachache, dizziness, or other personal issues, the company did not approve the request.

Usually, the amount of leave requested was only 10 to 25 minutes before the end of their shift. In some cases, if a worker was not feeling well the company allowed the worker to practice 'coining' in the restroom for 10 to 15 minutes and then return to work.

Issue 2: The workers demanded that the company arrange overtime work only on voluntary basis

- The workers demanded that the company arrange overtime work on a voluntary basis as stated in the Labour Law. In the past, the company had forced workers to work overtime from 4:00 p.m. until 9:00 p.m. or 10:00 p.m.
- The workers claimed that the company never gave prior notice of overtime work. Usually at 4:00 p.m. the company would ask workers to continue until 8:00 p.m. or 9:00 p.m. Sometimes the overtime work lasted until 10:00 p.m. If workers did not want to work overtime and wanted to go home, the team leader or the security guards would not allow them to leave.

Issue 3: The workers demanded that the company set up a clinic with standby doctor(s) and adequate medicine

- The workers demanded that the company set up a clinic with standby doctor(s) and adequate medicine because when workers got sick, there was no doctor or medicine to treat them. The workers added that when they got sick, they had to practice 'coining' in the restroom or in the security guard's room.

Issue 4: The workers demanded that the company set up a daycare center or provide three cans of milk powder and US\$ 20 per month in substitution

- The workers claimed that there are 100 female workers in the factory, none of whom have babies between the ages from 1 to 18 months; only five workers were pregnant. The workers claimed that the demand was for the future so that the five workers will benefit from the demand after they deliver the babies.

Issue 5: The workers demanded that the company pay unused annual leave

- The workers demanded that the company pay the unused annual leave because the company only pays them once a month for the unused one and a half days of annual leave.
- The workers claimed that the company provides 18 days of annual leave per year, but it has never allowed workers to actually take leave. Instead the company pays them in cash in substitution.

Issue 6: The workers demanded that the company convert two month probationary workers to regular worker status and reimburse the payments

- The workers demanded that the company convert 60 probationary workers to regular workers and reimburse their wage starting from the date those workers should have become regular workers.
- The workers said that probationary workers receive US\$ 40 to US\$ 45 while regular workers receive US\$ 50 per month. The workers claimed that workers should receive reimbursement from the date they became regular workers.

Issue 7: The workers demanded that the company warn the leaders of teams A, B, and C regarding their treatment of workers

- The workers said that leaders of Team A, Ah Jae, beat workers in July 2007.
- Team C Leader, Mab, threw a shirt at Mr. Neang Vannak in July 2007 and said “**Want to die?**”

Issue 8: The workers demanded that the company deduct 1,000 riels in union contribution fees from union members

- The workers demanded that the company deduct 1,000 riels in union contribution fees from union members who agree to have their wages deducted, but the company would not agree to do so.
- The union claimed that it had already submitted the union contribution fee deduction application and request letters from each member through security guards, but the security guards did not accept the letters arguing that the Administrative Office did not allow it.
- The union claimed that 180 union members have requested the deduction.

REASONS FOR DECISION

Issue 1: The workers demanded that the company simplify the leave application process for workers

Article 2 (2) of the Labour Law stipulates that, “*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 Arbitral Awards, the Arbitration Council interpreted the provision to mean that the employer has the right to manage and direct his enterprise as long as the

management and direction are lawful and reasonable. (See Arbitral Awards 41/05 – Violet, issue 8 and 37/07 – JRB, issue 3)

In this case, the Arbitration Council determines that the company did not permit the workers to take short leave of 10 to 15 minutes when they were sick, dizzy or needed to pick up their visiting relatives.

The Arbitration Council holds that when workers were sick, the employer had to permit the leave. The decision not to let workers take leave when they were sick was not reasonable management and direction and did not comply with Article 229, Chapter 8 of the Labour Law on Hygiene and Security of Worker Employees, which states that, *“All establishments and work places must always be kept clean and must maintain standards of hygiene and sanitation or generally must maintain the working conditions necessary for the health of the workers.”*

However, the Arbitration Council determines that the decision not to let workers pick up their relatives was reasonable and lawful because taking leave during the production process would lower the productivity of the company. Moreover, the workers, who agreed to work overtime and asked for leave, would also cause disruption to the production line of the company. Therefore, the company has the discretion to give permission or not in this case.

In conclusion, the Arbitration Council determines that the company must give permission for leave when the workers have health problems.

Issue 2: The workers demanded that the company request overtime only on a voluntary basis

The workers demanded that the company request overtime only on a voluntary basis.

Prakas 80 dated 1 March 1999 states that, *“An arrangement for overtime work shall be executed on a voluntary basis, which means the owner or director of an establishment/enterprise shall not coerce or discipline the workers who do not volunteer to work overtime.”*

In previous Arbitral Awards, the Arbitration Council decided companies must arrange for overtime work on a voluntary basis. (See Arbitral Awards 69/04 – Sportex, issue 2 and 68/06 – Hong Mei, issue 5)

In this case, the Arbitration Council determines that when the company had overtime work for workers, the company did not allow them leave regardless of whether the workers agreed or not. Therefore, the Arbitration Council determines that the overtime practices of Ja Ding Company were not on voluntary bases as required by the Labour Law. Therefore, the Arbitration Council orders the company to arrange for the overtime work on a voluntary basis.

Issue 3: The workers demanded that the company set up a clinic with standby doctors and adequate medicine

The workers demanded that the company set up a clinic with standby doctors and adequate medicine to provide first-aid for sick workers during working hours.

Article 238 of the Labour Law stipulates that, *“Enterprises and establishments covered by Article 1 of this law must provide the primary health care to their workers.”*

Article 1 of the Labour Law provides that, *“This law governs relations between employers and workers resulting from employment contracts to be performed within the territory of the Kingdom of Cambodia, regardless of where the contract was made and what the nationality and residences of the contracted parties are.”*

Article 239 of the Labour Law states that, *“The Labor Health Service shall be led by one or more physicians who are called Labor Physicians and whose curative and preventive role consists in avoiding a deterioration of workers' health that is adversely affected by their work. In particular, they monitor the hygienic standards of the work, the risks of contagion and the workers' state of health.”*

Clause 1 of Prakas 330 dated 6 December 2000 states that, *“An employer of an enterprise or establishment as stipulated in Article 1 of the Labour Law that employs 50 or more workers shall set up a permanent infirmary in his or her enterprise.”*

Clause 3 of Prakas 330 dated 6 December 2000 also determines the number and type of health-care staff in the enterprise. The number and type of health-care staff shall be determined according to the number of workers working at the enterprise or establishment as prescribed in the table below:

Number of Workers	Number of Nurses	Number of Physicians	Minimum Number of Physicians Present for 8-hour shift per day
50-300	1 on duty	1 doctor or junior physician	2 hours
301-600	1 on duty	1 doctor	2 hours
601-900	2 on duty	1 doctor	3 hours
901-1400	2 on duty	1 doctor	4 hours
1401-2000	2 on duty	1 doctor	6 hours
Over 2000	3 on duty	1 doctor	8 hours

Based on the content of the above labour regulations, the Arbitration Council determines that the employer has the obligation to set up a medical infirmary with a labour physician (physician who has labour physician title and is under the supervision of one or more physicians) and medicine for first aid treatment for the workers.

In previous Arbitral Awards, the Arbitration Council similarly decided that the employer has the obligation to set up a medical infirmary with a labour physician (physician who has labour physician title and is under the supervision of one or more physicians) and medicine for first aid treatment for the workers. (See Arbitral Awards 03/03 – Tonga Garment, Issues 3, 4, 5 and 6 and 68/06 – Hong Mei, Issue 4)

In this case, the Arbitration Council also upheld its previous decisions requiring the employer to set up a medical infirmary with a labour physician (physician who has labour physician title and is under the supervision of one or more physicians) and medicine for first-aid treatment for the workers.

In this case, the Arbitration Council determines that the company has not yet set up a health service for its workers, because the workers said that when they were sick they had to go practice 'coining' in the restroom. Based on the evidence presented, the Arbitration Council finds that the company employs 250 workers. Therefore the Arbitration Council holds that the employer must set up a medical infirmary for one medium-level doctor or one medical doctor and they should be on standby at least two hours during the eight working hours; there must be also be adequate supplies of medicine for first-aid treatment for workers.

Issue 4: The workers demanded that the company set up a daycare center or provide three cans of milk powder and US\$ 20 per month in substitution

Article 186 of the Labour Law stipulates that, *“Managers of enterprises employing a minimum of one hundred women or girls shall set up, within their establishments or nearby, a nursing room and a daycare center.”*

If the company is not able to set up a daycare center on its premises for children over eighteen months of age, female workers can place their children in any daycare center and the charges shall be paid by the employer.”

Moreover, Article 187 states that, *“A Prakas of the Ministry in Charge of Labor shall determine the conditions for setting up hygienic environment and supervising these nursing rooms and daycare center”* Therefore, the Arbitration Council finds that the employer has the obligation to set up a nursing room under the supervision of the Ministry of Labour. However, the Labour Law has not been interpreted to require the employer to provide milk powder or money in replacement of building the nursing room. (See Arbitral Awards 63/04 – Shine Well, Issue 2 and 68/04 – City New, Issue 1).

Moreover, the policy of the government encourages mothers to breastfeed their babies rather than using milk powder and previous Arbitral Awards also encourage breastfeeding. (See Arbitral Awards 83/04 – June Textile, Issue 1 and 24/06 – Fortune, Issue 3)

Therefore, the Arbitration Council finds that the demand that the company provide milk powder was not in accordance with the policy of the Royal Government and the previous Arbitral Awards.

However, if the employer is not able to set up a daycare center for babies who are above 18 months of age, the employer has to reimburse the daycare fee for workers. The reimbursement shall be made according to the actual invoice.

In conclusion, the Arbitration Council decides that the employer shall set up a daycare center or reimburse daycare fee to workers based on the actual invoice.

Issue 5: The workers demanded that the company pay unused annual leave

In this case, the workers claimed that the employer had paid for the unused one and a half days of annual leave per month. The workers demanded that the company pay the unused annual leave for one month. The Arbitration Council consider as follows:

Article 167 of the Labour Law stipulates that, *“The right to use paid leave is acquired after one year of service.*

If the contract is terminated or expires before the worker has acquired the right to use his paid-leave, an indemnity calculated on the basis of Article 166 above is granted to the worker.

Apart from this, any collective agreement providing compensation in place of paid leave, as well as any agreement renouncing or waiving the right to paid annual leave, shall be null and void.

Acceptance by the worker to defer all or part of his rights to paid leave until the termination of the contract is not considered as renunciation. Deferment of this leave cannot exceed three consecutive years and can only apply to leave exceeding twelve working days per year.”

Based on this Article, the Arbitration Council determines that the Labour Law does not allow any collective agreement to provide payment in lieu of annual leave, nor any agreement renouncing or waiving the right to paid annual leave.

Based on the above interpretation, the Arbitration Council considers the practice of providing payment in lieu of annual leave is not appropriate. Therefore, the employer shall immediately stop the practice of providing payment in lieu of [taking the paid annual] leave. Therefore, workers’ demand that the company provide payment in lieu of [taking the paid annual] leave for one month was inappropriate too.

In conclusion, the Arbitration Council rejects the demand of workers that the employer provide all payments in lieu of annual [at one time].

Issue 6: The workers demanded that the company convert the two month probationary workers to regular workers and provide back payments

In previous Arbitral Awards, the Arbitration Council examined Article 166 (on Annual Leave) and Article 68 (Probation Period) to determine the definition of regularly performing a job for a long period of time (See Arbitral Awards 03/03 – Tonga, Issue 2; 53/04 – Kung Hong, Issue 1; and 26/04 – Sportswear, Issue 5)

Article 166 (3) stipulates that *“...For jobs that are not performed regularly throughout the year, a worker is considered to have met the condition of continuous service if he works an average of 21 days per month.”*

Article 68 states that, *“A contract for a probationary period cannot be for longer than the amount of time needed for the employer to judge the professional worth of the worker and for the worker to know concretely the working conditions provided. However, the probationary period cannot last longer than three months for regular employees, two months for specialized workers and one month for non-specialized workers.”*

In the previous Awards that relate to the probation period, the Arbitration Council found that the garment workers shall be considered skill workers and become regular workers after two-months of probation (See Arbitral Award 27/03 – Standard Garment, Issue 1)

In this instance, according to the previous interpretation by the Arbitration Panel, the workers (who work eight hours per day and 26 days per month for two months) are considered regular workers. Therefore, the Arbitration Panel finds that the employer shall convert the probationary workers who have worked for more than two months to regular workers based on their labour contracts and make back payments.

Issue 7: The workers demanded that the company warn the leaders of teams A, B, and C regarding their treatment of workers

Article 26 of the Labour Law provides that, *“An employer cannot impose disciplinary action against a worker for any misconduct of which the employer or one of his representatives has been aware for over fifteen days.”*

Based on the content of Article 26, the Arbitration Council determines that if the employer or one of its representatives has been aware of misconduct for over fifteen days, the employer cannot take disciplinary action against the worker.

Article 27 of the Labour Law states that, *“Any disciplinary sanction must be proportional to the seriousness of the misconduct. The Labor Inspector is empowered to control this proportionality.”*

Based on Article 27, the Arbitration Council determines that if the employer intends to take disciplinary action against a worker, the disciplinary action must be proportional to the seriousness of the misconduct and the Labour Inspector is empowered to control this proportionality.

Based on the above facts, the workers demanded that the company warn Team A leader, Ah Jae, who beat a worker in July 2007; they also demanded Team C leader, Mab, be warned for throwing a shirt at Mr. Neang Vannak in July 2007 and saying **“Want to die?”** In this case, the employer did not attend the hearing and therefore did not provide any defense against the accusation of the two team leaders.

Regarding this case, the Arbitration Council finds that the misconduct was committed in July 2007 and approximately four months have passed. Based on Article 26 of the Labour Law, the employer lost the right to impose disciplinary action against the two team leaders. The Arbitration Council considers that based on Article 26 the employer has discretion to take disciplinary action against team leaders who committed misconduct; meaning the employer has the right to determine whether or not to impose disciplinary action because the employer has the right to manage and direct his enterprise as long as the management and direction are lawful and reasonable. (See Arbitral Awards 41/05 – Violet, Issue 8 and 37/07 – JRB, Issue 3)

In conclusion, the Arbitration Council held that the right of the employer to impose the disciplinary action against the workers for their misconduct had lapsed. Therefore, the Arbitration Council rejects the demand that the company warn the leaders of team A and C for their inappropriate behaviour and words.

Issue 8: The workers demanded that the company deduct 1,000 riels in union contribution fees from union members

The Arbitration Council considered the following questions:

1. Is the company obliged to deduct union contribution fees?
2. Has Khmer Youth Trade Union fulfilled the formalities required?

1. Is the company obliged to deduct union contribution fees?

Article 129 (2) of the Labour Law stipulates that, “...However, the worker can authorize deductions of his wage for dues to the trade union to which he belongs. This authorization must be in writing and can be revoked at any time.”

Clause 5 (5) of Prakas 305 in 2001 states that, “All employees who are members of a union may request in writing to the employer at least 15 days in advance to deduct their wages to pay for union dues in compliance with Article 129 of the Labour Law, and the employer shall properly implement that request. Following the proposal of the Ministry of Social Affairs, Labour, Vocational Training and Youth Rehabilitation, the employer shall confirm the number of employees that request the deduction of wages to pay for union dues, the source and name of the union or any union that receives an interest from this procedure. This confirmation is additional proof to determine the representative status of the union.”

In the previous cases, the Arbitration Council interpreted Article 129 of the Labour Law and clause 5 of Prakas 305 to mean that the employees may authorise the employer to deduct the union contribution fees from their wages. However, this authorisation must always be made in writing. When the workers agreed to have their wages deducted, the employer

must deduct the union contribution fee and send it to the union (See Awards 03/03 – Tonga, Issue 9 and 16/05 – New Point, Issue 11)

In this case, the employer did not attend the hearing and did not provide any valid reason for being absent. The employer did not provide any reason for not deducting union contribution fees from the members of Khmer Youth Trade Union either. Therefore, according to the law and to be consistent with the previous decisions, the Arbitration Council held that the employer shall deduct the union contribution fees from the wage of the members of Khmer Youth Trade Union who have submitted written requests.

2. Has the union fulfilled the formalities?

In this case, Khmer Youth Trade Union provided documents related to the name list of the workers who requested the union contribution fee deduction, but did not provide the deduction application and the written requests of each member to the Arbitration Council.

Therefore, Khmer Youth Trade Union did not fulfill the formalities stated in the above Article 129 (2) of the Labour Law and Clause 5 of Prakas 305. Therefore, the employer is not obliged to deduct union contribution fees for Khmer Youth Trade Union.

In conclusion, the Arbitration Council rejects the demand of Khmer Youth Trade Union that the employer deduct the union contribution fees without written requests from the union members.

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

DECISIONS AND ORDERS

Issue 1: Orders the company to give permission for workers to take leave when they have health problems.

Issue 2: Orders the employer to arrange for overtime work on a voluntary basis.

Issue 3: Order the employer to arrange for one labour physician and medicine for first-aid treatment for workers.

Issue 4:

1. The employer shall set up a daycare center or reimburse the daycare fees based on the actual invoice.
2. Rejects the demand that the company provide milk powder and US\$ 20 in replacement of the daycare center.

Issue 5: Rejects the demand of workers that the employer provide all payments in lieu of annual [at one time].

- Issue 6:** The employer shall convert the probationary workers, who have worked for more than two months, to regular workers and make backpayments.
- Issue 7:** Rejects the demand of workers that the company warn the leaders of teams A and C.
- Issue 8:** Rejects the demand of workers that the employer deduct the union contribution fees absent written request from each union member.

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 time period.

SIGNATURES OF MEMBERS OF THE ARBITRATION PANEL:

Arbitrator chosen by the employer party:

Name: **Ouk Ry**

Signature:

Arbitrator chosen by the worker party:

Name: **Ven Pov**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Kong Phallack**

Signature: