



KINGDOM OF CAMBODIA

NATION RELIGION KING

ក្រុមប្រឹក្សាសវនករកម្ពុជា

THE ARBITRATION COUNCIL

Case number and name: 119/06-QSP

Date of Award: 31 January 2007

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRATION PANEL

Arbitrator chosen by the employer party: **Chhiv Phyum**

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

Chair Arbitrator (chosen by the two Arbitrators): **Ang Eng Thong**

DISPUTING PARTIES

Employer party:

Name: **QSP Apparel Ltd.**

Address: Por Prork Village, Sangkat Karkarp, Khann Dangkor, Phnom Penh

Telephone: 012 686 515

Representative:

- | | |
|------------------------|------------------------|
| 1. Mr. Chhan Kork Piev | Head of the company |
| 2. Mr. Phon Sovatha | Administration Officer |

Worker party:

Name: **Khmer Youth Trade Union at QSP Company**

Address: In the company in Por Prork Village, Sangkat Karkarp, Khann Dangkor, Phnom Penh

Telephone: 092 944 617

Representative:

- | | |
|----------------------|--|
| 1. Mr. Yon Vanna | Coordinating officer of KYFTU |
| 2. Mr. Meng Khunheng | Vice President of KYTU at QSP Factory |
| 3. Mr. Sann Phann | Coordinating officer of KYFTU |
| 4. Mr. Chhai Doeun | Representative of the local union at QSP Factory |
| 5. Ms. Tang Polin | Representative of the local union at QSP Factory |

THIS IS AN UNOFFICIAL ENGLISH TRANSLATION OF THE AUTHORITATIVE KHMER ORIGINAL.

ISSUES IN DISPUTE

(In the Non-Conciliation Report)

- 1- The workers demand that the company reimburse the medical check fee of \$3.88 and be responsible for any workers who have not had medical check yet.
- 2- The workers demand that the company build a daycare center and if the company is not able to build one, the company should provide three 1-Kg cans of milk and \$20 for babysitting costs.
- 3- The workers demand that the company provide full wages while the company has no work to do and [that the company] payback their wages.
- 4- The workers demand that the company pay them full wages for one day when they have a day off after they have worked for 24 hours consecutively.
- 5- The union demands that the company deduct workers' wages in the amount of 1000 riels for union contribution.
- 6- The workers demand that the company reinstate Ms. Taing Polin.
- 7- The workers demand that the company calculate the seniority bonus properly and make an appropriate back payment.

JURISDICTION OF THE ARBITRATION COUNCIL

The Arbitration Council derives its power to make this Award from Chapter XII, Section 2B (Articles 309 to 317) of the Labour Law (1997); the Prakas on the Arbitration Council No. 099, dated 21 April 2004, Prakas on the Appointment of Arbitrators No. 099, dated 11 May 2006 and the Arbitration Council Procedural Rules (which form an Annex to Prakas 099, dated 21 April 2004).

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 was unsuccessful, and the non-conciliation report No. 1890 K.K.B.V/AK/VK dated 18 December 2006 was submitted to the Secretariat of the Arbitration Council on 21 December 2006.

HEARING AND SUMMARY OF PROCEDURE

Place of hearing: The Arbitration Council, Phnom Penh Center, Building A, Sothearos Blvd., Sangkat Tonle Basak, Khann Chamkarmorn, Phnom Penh.

Date of hearing: 16 January 2007 from 8:00 a.m. to 12:00 p.m.

Procedural issues:

On 25 October 2006, the Department of Labour Disputes received a complaint from Khmer Youth Trade Union demanding that QSP improve working conditions in relation to 16 points. The Department of Labour Disputes appeared at the conciliation on 15 December 2006 and nine out of

16 issues were successfully conciliated. The remaining seven non-conciliated issues were referred to the Arbitration Council for further attempts at resolution.

The Secretariat of the Arbitration Council invited both parties to attend a hearing on 27 December 2006 but the hearing was rescheduled to 11 January 2007. During the hearing on 11 January 2007, the employer party requested that the hearing be postponed because the hearing day fell on the day upon which the company had to pay the workers' wages. The worker party agreed to the request for a postponement.

On 16 January 2007 at 8:00 a.m. the Arbitration Council conducted a hearing to attempt to resolve the non-conciliated issues. The Arbitration Council encouraged both parties to continue negotiating, both in the hearing and at the enterprise, in order to find a solution through conciliation. As a result of the conciliation, four issues were resolved and the worker party agreed to withdraw one issue; thus only two issues remain, issue 3 and issue 6 which the Arbitration Council heard and now considers in this award.

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. Union registration certificate, dated 5 September 2006
2. List of workers' names who demanded that the company payback 70 percent wages which was unpaid during periods of no work from September to December 2006.
3. ID card of Ms. Tang Polin issued by QSP
4. Letters from QSP dated 15 August 2006 and 21 August 2006

Provided by the Ministry of Labour and Vocational Training:

1. Report on the non-conciliated dispute, dated 18 December 2006 by the Department of Labour Dispute.
2. Minute of the collective labour dispute conciliation, dated 15 December 2006

Provided by the Secretariat of the Arbitration Council: N/A

FACTS

- Having reviewed the minute of the collective labour dispute conciliation

- Having listened to the assertions and evidence of the worker and the employer parties during the hearing.
- Having reviewed documents and evidence as described above.

The Arbitration Council finds that:

There are 370 workers at QSP and there are approximately 160 workers who are members of the Khmer Youth Trade Union [(KYTU)]at QSP factory. There is only one union, the KYTU, in the factory.

Issue 3:

- When there is no work to be done at QSP, the company lets the workers stay at home without informing the Labour Inspector and the company pays the workers 30 percent of their wage. The payment of wages in this way during periods of no work is a routine which is not based on any written agreement.

- The company accepts that to date in QSP it has been a common practice that the workers do not have work to do; therefore the exact number of days was unknown. In November 2006, the company suspended all workers for three weeks without informing the Labour Inspector and paid 30 percent wages to workers with the workers' agreement. The company promised to provide this agreement to the Arbitration Council before 19 January 2007.

- The worker party demanded that the company provide 100 percent wages when it has no work and demanded that the company payback the 70 percent wages the company did not pay for the period of no work from September to December 2006.

- The Arbitration Council ordered the parties to provide documents as evidence by 19 January 2007. By the date specified, only the worker party had provided a list of names of workers whose employment contracts were suspended from September to December 2006. In that list, only some workers had specified the number of days demanded for the purpose of back payment, while some other workers had only their names but did not have the number of days for which they sought back payment.

Issue 6:

- Ms. Tang Polin started her job as product coordinator for QSP, which employs 370 workers, on 2 May 2004. Her present salary is US\$400 per month and she has no written contract [of employment]. She is a member of the official union which has 160 members.

- On 15 August 2006, the company told Ms. Tang Polin to go home and return to the factory in the afternoon of 21 August 2006 in order to have a discussion.

- On 21 August 2006, the company made an agreement in English with Ms. Tang Polin allowing her to take leave from her work whilst maintaining her wages until there was a solution [to the issue]. However, in reality the company did not pay her salary.

- In the hearing Ms. Tang Polin argued that the company did not provide any reason for her termination. She suspects that the termination is related to her relationship with her former boss who has a conflict with her present boss.

- The company did not provide any reason regarding the termination because [the employer representative] is a new manager. In addition, the company argues that this is an individual dispute and that it [therefore] should not be brought to the Arbitration Council.

REASONS FOR DECISION

Issue 3

The workers demand that the company provide full wages for the period of no work and provide them backpay [in respect of past periods]. The Arbitration Council considers whether [the company's practice] of allowing workers to rest when the company has no work for them and then providing 30 percent wages is a legal [contract of] employment suspension in accordance with the Labour Law.

Article 71(11) of the Labour Law states, "*The labour contract shall be suspended under the following reasons: ... 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 Labour Inspector.*"

Based on Article 71(11), the suspension of the employment contract is allowed only in the event that the company faces an economic crisis or lack of material to supply the production line which then greatly affects the operation of the enterprise. This suspension should be under the control of the Labour Inspector.

In the hearing the company stated that it did not inform the Labour Inspector about the suspension of work. Therefore, in accordance with the Labour Law and the Arbitration Council's previous awards, the Arbitration Council considers that a suspension of work which is in accordance with the procedures set out in the law means that the duration of the work suspension must be under control of the Labour Inspector (Article 71(11)) and the employer is not required to pay the workers' wages. However, if the suspension does not follow clause 11 of Article 71 of the Labour Law, the employer must provide 100 percent wages to the worker party (see 21/03-Loyal, Issue 8; 01/04-Eternity, Issue 1; 46/04-M&A, Issue 1; 60/04-United Art, Issue 1; and 45/05-B&N, Issue 2).

In addition, the worker party demanded that the company payback 70 percent of wages during work suspension from September to December 2006.

In this case the Arbitration Council will consider the statute of limitations on the right to demand wages as follows:

Article 120 of the Labour Law states, "A lapse of a lawsuit for the payment of wages is three years from the date the wage was due ... Claims subject to the lapse of lawsuit include the actual wage, perquisites and all other claims of the worker resulting from the labor contract, as well as the indemnity in the event of dismissal."

Based on the above Article, the Arbitration Council considers that QSP still has an obligation to pay back 70 percent wages to the workers who were suspended during the time from September to December 2006 by calculating [the amount of wages] in accordance with the actual number of days each worker was suspended.

The Arbitration Council attempted to gain evidence [from the parties] to find out exactly how many days each worker was suspended from September to December 2006. In order to obtain this evidence, during the hearing the Arbitration Council ordered the worker party to list the names of the workers who were suspended in September, October, November and December 2006, and provide this list to the employer party. The employer party had to send to the Arbitration Council, by 19 January 2007, the payroll of the four months [in question], from September to December 2006, and the attendance record for the workers named in the list. However, the Arbitration Council received only the list of the worker party by the date specified.

In principle, the party who makes a demand or raises an initial argument must prove [their assertion] by providing evidence. Based on "**the rights conferred on the Arbitrators**", the Arbitration Council has the authority to require a party to provide evidence that a party should have access to.

Based on the Prakas on the Arbitration Council, No. 099 dated 21 April 2004, Article 24 states, "*The Arbitration Panel has the power to obtain information on the economic situation of the enterprises and the social situation of the employees involved in the dispute. It may conduct any inquiry with respect to enterprises or professional organizations and require the parties to present any document or economic, accounting, statistical, financial or administrative information that might be useful for the accomplishment of its mission....*"

Article 25 states, "The Arbitration Panel shall be free to determine the admissibility, relevance, materiality and weight of evidence as well as the allocation of the burden of proof."

Based on "**the rights conferred on the arbitrators**", and Articles 24 and 25 as mentioned above, the Arbitration Council required that the employer provide the payroll list for the four months, from September to December 2006, and the attendance records relating to the listed workers.

However in this dispute, because the employer acknowledges that it did suspend some workers but does not remember which workers were suspended and for how many days, and did not provide evidence rejecting that of the workers, the Arbitration Council bases its decision on the evidence received.

Issue 6

In this case, the employer made an objection that this [dispute] was individual [in character] and on that basis that the Arbitration Council has no jurisdiction to settle the dispute. Hence, the Arbitration Council will consider if it has jurisdiction on this dispute.

Is the termination of Ms. Tang Polin a collective labour dispute or an individual labour dispute?

Regarding the issue of jurisdiction, in previous cases the Arbitration Council has stated, "... the Arbitration Council will generally follow the decision of the Labour Inspector and the Minister for Labour unless there are compelling reasons not to do so" (see 10/03-Jaqsintex, issue 4; 02/04-Cambodiana, Issue 1; 41/04-Micasa, Issue 1-2; 07/05-Coca Cola, Issue 1-2; 77/06-PPCS, 81/06-Hong Y, Issue 1; 83/06-Roo Hsing; 103/06-M&V3, Issue 3).

Based on Chapter XII, Section II of the Labour Law, the Arbitration Council has no jurisdiction to make a decision on individual disputes. However, the Arbitration Council considers that it is primarily the work of the Department of Labour Dispute and the Minister of Labour to determine whether a dispute is a collective labour dispute or an individual labour dispute before sending it to the Arbitration Council. Thus, generally the Arbitration Council will follow the decision of the Department of Labour and the Minister of Labour if there is no explicit objection [to the dispute being collective].

Because in this dispute, there is an objection from the employer party, the Arbitration Council will consider if this dispute has fulfilled the three conditions of the collective labour dispute [definition] as stated in Article 302 of the Labour Law. The three conditions are:

- A. *A dispute that arises between a certain number of workers and one or more employers*
- B. *The issue in dispute is related to working conditions, the exercise of the recognized rights of professional organizations, the recognition of professional organizations within the enterprise, and issues regarding the relationship between employers and workers*
- C. *The dispute could jeopardize the effective operation of the enterprise.*

Condition A is fulfilled [with respect to this dispute,] as the Khmer Youth Trade Union, a union which represents [a number of] workers, filed the complaint. A union is an organization which represents a group of workers (see Article 266 of the Labour Law). Therefore, this condition is [satisfied] and the dispute is collective and clearly involves a group of workers when a union is the complainant.

Condition B is fulfilled as this dispute relates to the relationship between workers and the employer.

Condition C is not fulfilled however as [the Arbitration Council considers that] this dispute could not lead the company to lose effective operation or jeopardize social peace because this [dispute] relates to an individual interest, [that is] it does not affect the interests of other workers. A termination of an individual is an individual dispute except where that person is a union leader or a person who is supported by many workers. [In these cases, this] can lead the dispute to become a collective dispute. Ms. Tang Polin is not a union leader or a union activist which would indicate that she was supported by other workers. [In addition,] this issue happened in August 2006 but it was only in October 2006 that the union filed a complaint [regarding the dismissal] and this complaint includes not only Ms. Tang Polin's issue but 16 in total. The Arbitration Council considers that, if Ms. Tang Polin is supported by many workers, there would have been action on the part of the workers at the time the dismissal took place.

Therefore, the Arbitration Council considers that Issue 6 is an individual dispute which should be resolved in accordance with Articles 300 and 301 of the Labour Law. The Arbitration Council has no jurisprudence to consider this issue.

Based on the above facts, legal principles, and evidence the Arbitration Council orders as follows:

DECISION

- A - Order the company to stop suspending labour contracts in a manner which is not in accordance with Article 71 of the Labour Law. In cases of suspension undertaken not in accordance with Article 71, the employer must pay 100 percent wages to workers.
- B - Order the company to pay 70 percent of wages to workers in accordance with the number of days listed in the attached list of workers, attached as an annex to this award.
- 2 - Decline to consider the workers' demand to reinstate Ms. Tang Polin.

Type of Award: Non Binding

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

SIGNATURES OF MEMBERS OF THE ARBITRATION PANEL:

Arbitrator chosen by the employer party:

Name: **Chhiv Phyrum**

Signature:

Arbitrator chosen by the worker party:

Name: **Liv Sovanna**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Ang Eng Thong**

Signature:

Annex:

DISSENT OF ARBITRATOR CHHIV PHYRUM [REGARDING ISSUE 6]

Ms. Tang Polin started working for QSP Company, which employs 370 workers, as a product coordinator on 2 May 2001 and her current salary is US\$400 per month. Ms. Tang Polin is a member of an officially recognized union which has 160 members. She does not have a written contract. She was not allowed to come to work on 15 August 2006 and there was no reason provided to her regarding this termination. She suspects that the termination is caused by her relationship with her former boss who is not on good terms with her present boss. Besides the above mentioned suspicion, there was no other reason provided to the Arbitration Council. The company representative did not provide any reason for the termination on the basis that s/he is a new manager. The company stated that this is an individual dispute which should not be brought to the Arbitration Council.

I am not dissenting to the [majority] Arbitration Council's decision that this is an individual dispute. I do however; have a different view from the other two Arbitrators regarding my reason for this decision.

In order to decide on whether a dispute is a collective dispute, the Arbitration Council must look to three conditions as follows:

Article 302 of the Labour Law states, *"A collective dispute is any dispute arising over working conditions, The issue of the dispute is related to working condition, the exercise of the recognized rights of professional organizations, the recognition of professional organization within the enterprise, and issues regarding relations between employers and workers, and this dispute can jeopardize the effective operation of the enterprise or social peace."*

In case 10/03- Jacqsintex, the Arbitration Council decided that *"in order to call a dispute a collective dispute, it must fulfill three conditions as follows:*

- A. *There is a dispute between one or more employers and a number of employees;*
- B. *The issue at dispute relates to working conditions; the exercise of the rights of professional organizations; the recognition of professional organizations or relations between employees and employers;*
- C. *The dispute could lead to the disruption of the enterprise or jeopardize social peace."*

In this case, I agree with the two Arbitrators [who make up the majority] on Conditions B and C but I do not agree [with their reasoning in regard to] Condition A (*a dispute between one or more employers and a number of employees*). [I consider that Condition A] is not fulfilled because of the following reasons:

Condition A is not fulfilled as this complaint is filed by Ms. Tang Polin alone. Even though there is a union's intervention, I see this issue as a dispute between only Ms. Tang Polin and the company's management.

Article 266 of the Labour Law states, a professional organization is formed "*for the exclusive purpose of studying, promoting the interests, and protecting the rights, as well as the moral and material interests, both collectively and individually, of the persons covered by the organization's statutes.*"

I consider that even though the union brought the issue of Ms. Tang Polin's termination to the Arbitration Council for solution, this cannot be considered as a dispute between a group of workers and the management of QSP company. In respect of this point, I consider that there is [only a] dispute between Ms. Tang Polin and the management of QSP.

I consider that there would be a dispute between a group of workers and the company's management if the union was working to protect the moral and material interests of its members collectively.

The reason for Ms. Tang Polin's termination was asserted by Ms. Tang Polin herself, in front of the union and the Arbitration Council, that it was her new boss's dissatisfaction about her relationship with her former boss. In addition, there is no proof to prove that there was union discrimination. I consider that the union leaders who brought this case to the Arbitration Council are protecting the individual interest of Ms. Tang Polin as stated in Article 266 of the Labour Law and that there is not any collective interest which the union is protecting [through this action].

Ms. Tang Polin is using her right as a member of the union to have the union represent her demand for an individual interest.

Therefore, for these reasons and the reasons stated in the reasoning of the majority, I consider that this issue is not a collective labour dispute but an individual dispute.

Signature

Chhiv Phyrum

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Vin Sophat	F	L7	719					
2	So Kim	F	L8	565					
3	Sok Nop	F	L9	200					
4	Phann Lin	F	L9	903					
5	Ton Him	F	L1	694					
6	Suon So Ann	F	L1	460					
7	Oeurn Sophorn	F	L2	749					
8	Kong Sophea	F	F.QC	388					
9	Buth Thy	F	F1QC	667					
10	Sun Check	F	QC. L4	570					
11	Bin Sem	F	F1 QC	241					
12	Khat Sophorn	F	L4	246					
13	Nov Soknang	F	FQC	119					
14	Ly Sopha	F	F1QC	444					
15	Dol Sokha	F	F1QC	679					
16	Va Sokha	F	LLQC	116					

List of workers at QSP Company who received 30 percent wages for the period of no work who should receive backpay for September - December 2006

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Heang Sokhon	F		878					
2	Mao Vanna	F	L3	229					
3	Loeuk Channy	F	L9	892					
4	Toeuk Thea	F	L10	526					
5	Long Sothea	F	L3	148					
6	Sam Phally	F	L2	174					
7	Chuon Tha	F	L9	603					
8	Chou Srey	F	L3	884					
9	Khat Sophorn	F	L3	199					
10	Bou Chantha	F	L3	152					
11	Chun Sarorn	F	L3	141					
12	Pouch Phea	F	L3	221					
13	Heng Phalla	F	L3	885					
14	Chhuon Siv	F	L3	228					
15	Leng Lieng leng	M	L3	187					
16	Khum Samneang	F	L4	124					
17	Phorn Sampheas	F	L3	139					
18	Meas Sophea	F	L3	424					
		F	L3	105					
		F	L3	107					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Yang Sovannary	F	Pack	1. 357					
2	Voey Sinath	F		2. 162					
3	Chit Sary	F		3. 167					
4	Siev Hak	F		4. 622					
5	Kik Rattana	F		5. 466					
6	Chum Ieng	F		6. 468					
7	Tong Samuon	F		7. 698					
8	Khat Saray	F		8. 855					
9	Ornn Kry	F		9.856					
10	Sorn Soran	F		10. 844					
11	Sen Samnang	F		11. 845					
12	Toeuk Ya	F		12. 518					
13	El Chanthy	F		13. 959					
14	Mao Sophorn	M		14. 980					
15	Heng Puthy	M		15. 740					
16	Doeuk Ny	F		16. 807					
17	Chhorn Kim Ann	F		17. 894					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Han Hong	M	LL IRON	151					
2	Han Hak	M	IRON	952					
3	Chea Samphorst	M	IRON	849					
4	Born By	M	IRON	001					
5	Sun Nget	M	IRON	002					
6	Sok Siemlun	F	IRON	615					
7	Yun Phan	F	IRON	145					
8	Chit Khiem	F	IRON	473					
9	Chhon Sochoeun	F	IRON	513					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Ma Davy	F	3	202			4	11	4
2	Ty Kimsin	F	4	196					
3	Van Saruo	F	4	994					
4	Ou Pheak Tra	M	4	179					
5	Khun Vannak	M	4	171					
6	Sieng Srey Mao	F	4	678					
7	Huon Kea	M	4	178		17	7	20	6
8	Kuon Sophoeun	F	6	754		8	10	22	2
9	Khim Sophy	F	3	220				8	4
10	Soum Touch	F	4	193				13	
11	Long Touch	F	5	708					4
12	Rom Sina	F	4	261				13	
13	Han Sinath	F	10	656					4
14	Peo Sophal	F	4	149				14	4
15	Chhoy Leap	M	6	831					2
16	Soeun Ny	F	6	997					5
17	Peo Sokly	F	4	123			4	10	3
18	Nget Srey Touch	F	4	950					4
19	Long Chanthorn	F	4	173					5
20	Sim Sarorn	F	4	779					
21	Oum Sopheap	F	4	128		7	4	10	
22	Sreng Chanthol	F	4	991				17	

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Keo Sovanna	M	7	966					
2	Leng Sokea	F	7	416					
3	Ty Sopheak	F	9	234					
4	Ty Sophy	F	7	236					
5	Pea Kun	F	9	476					
6	Long Sophorn	F	7	133					
7	Chit Laihort	F	7	240					
8	Oeurn Naroeurn	M	9	613					
9	Thy Vanna	F	8	515					
10	Prak Sophorn	M	8	183					
11	Lot Soklay	F	7	826					
12	Nou Srey Pha	F	7	222					
13	Em Sros	F	7	265					
14	Sum Sroy	F	8	196					
15	Morm Bunthoeurn	F	10	969					
16	Mao Kunthea	F	7	186					
17	Sao Sopheap	F	7	680					
18	Lorn Sokea	F	7	164					
19	Pork Phalla	F	Pack	1009					
20	Soeurng Nhork	F	Pack	1008					
21	Teng Saly	F	7	197					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Chamroeun Ratha	F	8	122					
2	Toeun Samphorst	F	8	813					
3	Oun Kea	F	8	814					
4	Mak Torn	F	10	655					
5	Kong Sopheap	F	8	949					
6	Vat Sokchea	F	9	795					
7	Prum Sokheng	F	9	440					
8	Kem Srey Mom	F	10	463					
9	Sen Sarin	F	8	206					
10	Bo Sokran	F	22	227					
11	Min Sophal	F	8	112					
12	Souk Sithet	F	8	126					
13	En Davy	F	8	690					
14	Long Srey Mao	F	8	177					
15	Mao Srey Ny	F	10	420					
16	Sin Srey Mom	F	8	159					
17	Don Phany	F	8	499					
18	Oul Lai leng	F	8	796					
19	Met Chanthy	F	8	682					
20	Hai Hoeun	F	8	214					
21	Ro Sokny	F	8	121					
22	Chun Touch	F	8	189					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
23	Bun Ros	F	9	561					
24	Koeurn Koeung	F	9	331					
25	Thean Mab	F	9	593					
26	Khe Sochea	F	9	947					
27	Sok Bunthoeun	F	8	218					
28	Sin Ny	F	9	561					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Dul Sophal	F	L2	297					
2	Ang Ra	F	L2	717					
3	Chey Savon	F	L1	364					
4	Pho Srey Ny	F	L1	596					
5	Khuy Sokhen	F	L1	907					
6	Sorn Savuth	M	L1	588					
7	Prak Sopha	M	L2	802					
8	Koy Leang Huoy	M	L2	319					
9	Ork Srey Kon	F	L1	756					
10	Keang Chanthy	F	L1	604					
11	Ly Pai	F	L2	439					
12	Phen Leakhena	F	L1	1001					
13	Kem Chenda	F	L1	639					
14	Dith Srey Deth	F	L1	1015					
15	Ly Sok Lin	F	L2	909					
16	Voeun Pearong	F	L2	637					
17	Satt Sophal	F	L2	224					
18	Tok Srey Mom	F	L1	299					
19	Toch Ton	F	L2	298					
20	Som Chanthou	F	L1	324					
21	Orn Khoeurn	F	L2	294					
22	San Roeurn	M	L1	589					
23	Khin Chanthoeurn	F	L1	335					
24	Kroch Srey Mao	F	L2	330					
25	Soeurn Noeurn	F	L2	638					
26	Loch Ly	F	L1	1022					
27	Rith Sona	F	L1	1048					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Khov Na	M	10	624					
2	Pen Phara	M	5	773					2
3	Bun Morokot	M	4	352					4
4	Chak Ren	M	10	545					4
5	Chhun Chinna	M	6	799					2
6	Sot Chandoeurn	M	6	777					
7	Hay Samnanag	M	5	776					5
8	Sor Sophat	M	10	399					2
9	Sorn Chea	M	-	774					
10	Nay Sokleap	M	5	836					
11	Bun Sieng Hai	M	5	936					
12	Rong Chan	M	5	700					2
13	Rorn Sa Em	M	5	843					2
14	Phorn Srey Nath	M	6	832					2
15	Yen Srey Toch	M	6	771					2
16	You Bunthoeurn	M	5	806					41/2
17	Phal Dy	M	6	792					41/2
18	Sok Vantha	M	4	176					4
19	Khun Van	M	4	171					
20	Heng Sophea	F	10	673					
21	Chan Seng Han	M	5	902			2		

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Huong Sokha	F	6	821					
2	Khiev Yong	F	9	540					4
3	Tim Sida	F	5	887					
4	Khoeun Sim	F	5	794					
5	Van Laiheang	F	4	209					
6	Hai Horm	M	...	259					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Chin Sam Art	F	Cutting	102					
2	Suon Onn	F	Cutting	104					
3	Keo Socheata	F	Cutting	245					
4	Touch Monica	F	Cutting	239					
5	Kouch Mara	F	Cutting	555					
6	Long Chan Bopha Phal	F	Cutting	864					
7	Khat Khim	F	Cutting	232					
8	Mit Khorn	F	Cutting	169					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Song Kim Huot	M	Cutting	101					
2	Phal Sochea	F	Cutting	136					
3	Meng Khun Heng	M	Cutting	554					
4	Prak Sambo	F	Cutting	906					
5	Thorn Chanthoeurn	F	Cutting	812					
6	Ork Srey Ken	F	Cutting	664					
7	Chhay Khiek	F	Cutting	661					
8	Sok Theaneath	F	Cutting	913					
9	Oeurn Sam Onn	M	Cutting	378					
10	Keo Piseth	M	Cutting	846					
11	Nhet Sovannarith	M	Cutting	977					
12	Sorn Siep	M	Cutting	979					
13	Him Srey Mom	F	Cutting	309					

List of workers at QSP Company who received 30 percent wages for the period of no work in September – December who should receive backpay

No.	Name	Gender	Group	ID No.	Month suspended	Sep	Oct	Nov	Dec.
1	Uon Sary	M	B.T	113					
2	Sam Kruos	M	B.T	230					
3	Hai Mean	M	B.T	257					
4	Lai Lai	F	B.T	315					
5	Sim Di	F	B.T	154					
6	Proeurn Chamroeun	F	B.T	114					
7	Sorn Lina	F	B.T	314					
8	Soeurn Channy	F	B.T	815					
9	Ham Sopheap	F	B.T	262					
10	Vea Chenda	F	B.T	257					
11	Pa Ya	F		143					
12	Sam Srey	F	B.T	129					
13	Chhim Sopheakra	M	Repairer	866					
14	Van Chomnith	M	Repairer	978					
15	Choun Chamreun	M	Repairer	207					
16	Chek Sophea	M	Repairer	829					
17	Hil Kosal	M	Repairer	850					
	... Rorn	M	Repairer	050					