



KINGDOM OF CAMBODIA
NATION RELIGION KING

ក្រុមប្រឹក្សាអន្តរាជ្ញាភាព

THE ARBITRATION COUNCIL

Case number and name: 152/08-Wilson

Date of Award: 12 January 2009

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRATION PANEL

Arbitrator chosen by the employer party: **You Suonty**

Arbitrator chosen by the worker party: **An Nan**

Chair Arbitrator (chosen by the two Arbitrators): **Nhean So Munin**

DISPUTING PARTIES

Employer party:

Name: **Wilson Garment (Cambodia) Co., Ltd**

Address: Prey Tea Village, Sangkat Kakap, Khan Dangkor, Phnom Penh

Telephone: 012 555 829

Fax: N/A

Representative:

1. Mr. Long Phally Head of administration
2. Ms. Chrea Daliya Company lawyer
3. Mr. Long Heang Representative of GMAC

Worker party:

Name: **Coalition of Cambodian Apparel Workers' Democratic Union (C.CAWDU) and local union of C.CAWDU at Wilson Garment Company**

Address: #6C, Street 476, Sangkat Tuol Tompoung 1, Khan Chamkamorn, Phnom Penh

Telephone: 012 282 653

Fax: N/A

Representative:

1. Mr. Oum Visal Officer of C.CAWDU
2. Mr. San Soheat President of local union of C.CAWDU at Wilson Factory
3. Mr. Ret Veasna Union activist

- | | |
|--------------------|----------------|
| 4. Mr. Hak Samlot | Union activist |
| 5. Mrs. Chea Sopha | Union activist |

ISSUES IN DISPUTE

(In the Non-Conciliation Report)

- 1- Members of local union of C.CAWDU in the factory demand that the company deduct the US\$5 per month attendance bonus pro rata to the number of days the workers are absent. The company cannot make a deduction in this way but will follow Notification No. 017 S.K.B.Y dated 18 July 2000.
- 2- Members of local union of C.CAWDU in the factory demand that the company provide them with US\$ 2 per month as seniority bonus (for 10 years). The company states that it can provide US\$ 2 per month as seniority bonus (for four years) and this is in accordance with Notification No. 017 S.K.B.Y dated 18 July 2000.
- 3- Members of local union of C.CAWDU in the factory demand that the company provide 2,000 riels as meal allowance when they work over time from 4:00 p.m. to 6:00 p.m. The company states that it cannot provide this and will follow Notification No. 017 S.K.B.Y dated 18 July 2000.
- 4- Members of local union of C.CAWDU in the factory demand that the company reinstate a woman worker named Chea Sopha and pay her wage from the day she was terminated until the day she will be reinstated and the company should pay her outstanding wages because the termination is not reasonable. The company states that it cannot reinstate Ms. Chea Sopha because she resigned from work.
- 5- Members of local union of C.CAWDU in the factory demand that the company provide women workers with 90 working days of maternity leave. The company states that it follows the Labour Law.

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 was unsuccessful, and the non-conciliation report No. 1325 KB/AK/VK, dated 9 December 2008 was submitted to the Secretariat of the Arbitration Council on 16 December 2008.

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:

- First hearing schedule: 23 December 2008 (at 2:00 p.m.)
- Second hearing schedule: 25 December 2008 (at 8:00 a.m.)

Procedural issues:

On 17 November 2008 the Department of Labour Disputes received a complaint by the local union of C.CAWDU in the factory, dated 7 November 2008, regarding the demand for the company to improve working conditions.

After receiving the claim, the Department of Labour Disputes assigned an expert officer to resolve this labour dispute and the last conciliation session was held on 3 December 2008 with a result of five non-conciliation issues and the Secretariat of the Arbitration Council received this case on 16 December 2008.

Upon receipt of the case, the Secretariat of the Arbitration Council summoned the employer party and the worker party to the hearing and conciliation on the five non-conciliation issues. The hearing was first scheduled on 23 December 2008 at 2:00 p.m. but then before the hearing date the employer party requested for a delay of the hearing due to the party having other important [] business. After a discussion among the three Arbitrators and the representatives of the union, the hearing was rescheduled to 25 December 2008 at 8:00 a.m.

On the hearing date and time, the representative of the union and workers involved as well as representatives of the employer were present at the hearing. At the beginning of the hearing session, the Arbitration Council found and discussed with the parties the fact that the employer party [] did not submit a proper authorisation letter. The parties agreed that the representative of the employer party would submit an authorisation letter with a proper signature by the Director of the company to the Arbitration Council by 6 January 2009 at the latest and that the date of the Arbitral Award could be changed to 12 January 2009.

On 30 December 2008 the Secretariat of the Arbitration Council received an authorisation letter by the Director of the company to authorise **Mr. Long Phally** to have full rights to make decisions regarding this dispute case.

Furthermore, the employer party chose a non-binding award and there is no agreement or collective bargaining agreement with a provision [] objecting to this selection of a non-binding arbitral award.

EVIDENCE

Witnesses and experts: N/A

Documents, Exhibits and other evidence considered by the Arbitration Council

A. Provided by the employer party:

1. Letter to request a postponement of the hearing date of case 152/08 by Wilson Garment Company, dated 20 December 2008.
2. Letter to authorise Mr. Long Phally, Head of human resources and administration of the Wilson Garment Company, to participate in the hearing at the Arbitration Council, dated 29 December 2008.
3. Letter to authorise Ms. Chrea Daliya, ID 292, the company's lawyer, to have full rights to make decisions during the procedure of the Arbitration Council, dated 24 December 2008.
4. Minutes of the collective labour dispute conciliation at Wilson Garment Company, dated 3 December 2008.
5. Certificate of commercial registration of Wilson Garment Company No. 3227 PN.JBP, dated 26 March 2008.
6. Internal Work Rules of Wilson Company, registration No. 168 KSBY.AK, dated 7 November 2002.
7. Letter to resign from work from Ms. Chea Sopha, dated 8 August 2008.
8. Payroll list.

B. Provided by the worker party:

1. Certificate of union registration of local union of C.CAWDU at Wilson factory, dated 28 November 2002.
2. Statement on the dispute case No. 152/08.AC. in Wilson Company by C.CAWDU, dated 20 December 2008.

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

1. Report No. 1325 KB/AK/VK, dated 9 December 2008 on the collective labour dispute settlement at Wilson Garment Company;
2. Minutes of the collective labour dispute conciliation at Wilson Garment Company, dated 3 December 2008.

D. Provided by the Secretariat of the Arbitration Council:

1. Invitation No. 748 KB/AK/VK/LKA dated 17 December 2008 to the worker party to attend the first hearing;
2. Invitation No. 747 KB/AK/VK/LKA dated 17 December 2008 to the employer party to attend the first hearing;

3. Invitation No. 768 KB/AK/VK/LKA dated 22 December 2008 to the worker party to attend the second hearing;
4. Invitation No. 767 KB/AK/VK/LKA dated 22 December 2008 to the employer party to attend the second hearing;

FACTS

- Having reviewed the report of collective labour dispute conciliation
- Having listened to statements by the worker party and the employer party
- Having examined additional documents

The Arbitration Council finds that:

- Wilson Garment Company employs approximately 1,100 workers.
- Local union of C.CAWDU at Wilson factory, the claimant in this case, has 152 members among the 1,100 workers who are working in this factory. The union does not have most representative status.
- There are three unions in Wilson Garment Company: local union of C.CAWDU, local union of Khmer Youth Trade Union and local union of Democratic Thoamear Union. [] None of the three unions has most representative status.

Issue 1: The union demands that the company deduct the US\$5 per month attendance bonus pro rata to the number of days the workers are absent

- The employer does not deduct the attendance bonus from workers who come to work late for a total duration of less than one hour (60 minutes) per month or who take annual leave or special leave in accordance with the Labour Law or take leave with permission from the employer. However, the employer deducts the whole attendance bonus from workers who come to work late for a total duration of more than one hour (60 minutes) per month or who take leave without permission from the employer, or take leave illegally or not in accordance with the company's Internal Work Rules.

Issue 2: The union demands that the company provide a [] cumulative bonus of US\$ 2 per month for seniority for workers [] every year of service up to a period of 10 years

- The union demands that the company provide [] a cumulative bonus of US\$ 2 per month for every year of service up to a period of 10 years in addition to what the workers are entitled to as follows:

Upon one year of employment, the company should provide US\$ 2 per month

Upon two years of employment, US\$ 2 per month + US\$ 2 = US\$ 4 per month

Upon three years of employment, US\$ 4 per month + US\$ 2 = US\$ 6 per month

Upon four years of employment, US\$ 6 per month + US\$ 2 = US\$ 8 per month

Upon five years of employment, US\$ 8 per month + US\$ 2 = US\$ 10 per month

Upon six years of employment, US\$ 10 per month + US\$ 2 = US\$ 12 per month

Upon seven years of employment, US\$ 12 per month + US\$ 2 = US\$ 14 per month

Upon eight years of employment, US\$ 14 per month + US\$ 2 = US\$ 16 per month

Upon nine years of employment, US\$ 16 per month + US\$ 2 = US\$ 18 per month

Upon ten years of employment, US\$ 18 per month + US\$ 2 = US\$ 20 per month

Issue 3: The union demands that the company provide 2000 riels for meal allowance when the workers work overtime from 4:00 p.m. to 6:00 p.m.

- Normal working hours specified in the company's Internal Work Rules is from 7:00 a.m. to 11:00 a.m. and from 12:00 p.m. to 4:00 p.m. However, the company often arranges overtime work for the workers from 4:00 p.m. to 6:00 p.m. and sometimes the company even needs the workers to work overtime until 9:00 p.m. In case of working overtime, the company provides 1000 riels meal allowance to the workers regardless of whether the workers work until 6:00 p.m. or 9:00 p.m. There is no agreement or collective bargaining agreement that provides for a 2000 riels meal allowance as demanded.

Issue 4: Local union of C.CAWDU at Wilson factory demands that the employer reinstate a woman worker named Chea Sopha and pay her from the date the company terminated her to the date she is reinstated

- Ms. Chea Sopha started her employment on 5 June 2001 under an undetermined duration contract. On average, Ms. Chea Sopha receives US\$ 85 per month including overtime payment. Ms. Chea Sopha received her last wages (wages for August 2008) on 6 December 2008.
- The employer decided to terminate Ms. Chea Sopha for the reason that she lodged a letter to resign on 28 August 2008 and the management of the factory approved the worker's request for resignation.
- However, Ms. Chea Sopha continued to come to work normally until 30 August 2008 when the employer decided to terminate her officially and [] prohibit her from coming to work in the factory.

Issue 5: The union demands that the employer provide 90 working days for maternity leave

- As its practice, the employer allows the workers to take maternity leave for 90 days, inclusive of weekly days-off and holidays.

REASONS FOR DECISION

Issue 1: The union demands that the company deduct the US\$5 per month attendance bonus pro rata to the number of days the workers are absent

The Arbitration Council will consider whether the workers are entitled to demand the employer deduct their attendance bonus pro rata to the number of days they are absent without permission from the employer.

Point 3 of Notification 745 KKBV, dated 23 October 2006 states that *“Benefits workers used to receive from Notification No. 017 SKBY dated 18 July 2000 on points 3, 4, 5 and 6 shall be retained.”*

Point 3 of Notification 017 SKBY, dated 18 July 2000 states, *“Any workers who regularly work according to number of working days per month shall have a reward at least 5 US dollars per month.”*

The Arbitration Council in previous cases considered that US\$ 5 attendance bonus mentioned in Notification 017/00 means that the US\$ 5 attendance bonus is an incentive bonus to encourage workers to work for a full month and to not take leave without permission (that is, be absent without permission). (See Arbitral Awards 62/04-E Cent, issue 1; 15/05-Wing Tai 2, issue 1; 62/07-Hong Mei, issue 11 and 143/08-Charm Textile, issue 7).

Moreover, in previous cases the Arbitration Council ordered the employer to deduct the attendance bonus in proportion to the number of days the workers are absent without permission from the employer. (See Arbitral Awards 57/07-Seratex, issue 3 and 143/08-Charm Textile, issue 7).

The Arbitration Council considers that if the workers are absent on a day without permission from the employer it means that the workers do not come to work regularly according to Notification 017 SKBY, dated 18 July 2000. Thus, the workers are not entitled to the US\$ 5 attendance bonus. In previous cases the Arbitration Council interpreted that the employer is entitled to deduct the whole US\$ 5 when the workers are absent without permission from the employer. (See Arbitral Awards 54/07-Yung Wah I, issue 5 and 70/07-LA Garment, issue 4).

The Arbitration Council in this case also agrees with the interpretation of the Arbitration Council in previous cases that the workers are entitled to the attendance bonus in proportion to the number of days they are absent only when they obtain permission from the employer for the leave.

The workers in this case demand that the employer should deduct their attendance bonus in proportion to the number of days they are absent without permission from the employer; thus in order to be consistent with the decision of the Arbitration Council in previous cases, the Arbitration Council decides to reject the workers' demand for the company to deduct their attendance bonus in proportion to the number of days they are absent without permission.

Issue 2: The union demands that the company provide US\$ 2 per month as seniority bonus for workers [] every year of service up to a period of 10 years

The Arbitration Council will consider whether the workers are entitled to receive a cumulative bonus of US\$ 2 per month for every year of service up to a period of 10 years.

Point 5 of Notification 017 SKBY, dated 18 July 2000 states:

Workers who have been working for a long time in a factory or an enterprise shall receive a seniority bonus as follows:

5.1: have been working for 1 year shall receive a seniority bonus of \$ 2.00 per month.

5.2: have been working for 2 years shall receive a seniority bonus of \$3.00 per month that is \$ 2.00 of the first year plus \$ 1.00 of the second year.

5.3: have been working for 3 years shall receive a seniority bonus of \$4.00 per month that is \$ 2.00 for the first year plus \$ 1.00 for the second year and \$ 1.00 for the third year.

5.4: have been working for 4 years shall receive a seniority bonus of \$ 5.00 per month that is \$ 2.00 for the first year plus \$ 1.00 for the second year, \$ 1.00 for the third year and \$ 1.00 for the fourth year.

The calculation of the above seniority bonus shall be counted from 1 August 2000.

Notification 017/00 only states that workers who have been working for four years can receive a seniority bonus of US\$ 5 per month but it does not mention about five years onwards. The wording in point 5 of this Notification does not mention either that workers should be entitled to an additional US\$ 2 per month up to 10 years. Thus, the Arbitration Council considers that the Notification does not require the employer to provide an additional US\$ 2 per month to the workers every year until the 10th year.

Furthermore, the Arbitration Council does not find any agreement, collective bargaining agreement or past practice as demanded by the workers. Therefore, the workers' demand for the employer to provide an additional US\$ 2 per month every year until the 10th year is a demand for more than what is provided by the Law. This means that this labour dispute is an interests dispute.

So far, for interests disputes, the Arbitration Council always considered whether the union has the most representative status because the most representative status of a union provides a legal qualification to the union to enter into a Collective Bargaining Agreement (CBA) in a company and a legal entitlement to bring an interests dispute to the Arbitration Council for [] resolution.

In order to receive the most representative status, Article 277 of the Labour Law 1997 requires that the number of membership of the union is at least more than half of total number of workers in the factory; in addition, it needs to be registered at the Ministry of Labour and fulfil other requirements stated in the Article.

In previous cases, the Arbitration Council declined to consider an interests dispute if the union who brings the labour dispute does not have the most representative status in the factory. (See Arbitral Awards 81/04-Evergreen, issue 4; 09/05-Kin Tai, issue 2; 84/07-Yung Wah 2, issue 1; and 143/08-Charm Textile, issue 2).

Based on the above findings of fact, the Arbitration Council finds that local union of C.CAWDU does not have the most representative status in Wilson Company. Therefore, the union does not have legal rights to enter into a CBA on behalf of all workers in the company.

In addition, Clause 43 of Prakas 099, dated 21 April 2004 states that, *“An arbitral award which settles an interest dispute takes the place of a collective bargaining agreement and shall remain in effect for one year from the date on which it becomes final unless the parties agree to make a new collective bargaining agreement replacing the award.”*

Based on Article 43 above, the Arbitration Council has found that if the Arbitration Council issues an arbitral award to resolve an interests dispute it will become a CBA for one year. The CBA is applicable to all workers in the company and workers’ right to strike cannot be implemented to revise the CBA while it is not yet expired.

In this case the Arbitration Council agrees with the interpretation of the Arbitration Council in previous cases.

Therefore, the Arbitration Council decides to decline to consider the workers’ demand for the company to provide an additional US\$ 2 per month of seniority bonus every year until the 10th year.

Issue 3: The union demands that the company provide 2000 riels for meal allowance when the workers work overtime from 4:00 p.m. to 6:00 p.m.

The Arbitration Council will consider whether the workers are entitled to receive 2000 riels for meal allowance when they work overtime from 4:00 p.m. to 6:00 p.m.

Point 4 of Notification 017 SKBY, dated 18 July 2000 states, *“Workers who voluntarily work overtime upon request from the employer shall receive a meal allowance of 1,000 riels per day or receive one free meal.”*

In previous Arbitral Awards, the Arbitration Council considered, *“When workers work overtime voluntarily, they should receive 1,000 riel for a meal allowance or one free meal. This means that even when the overtime is more than or less than two hours, the workers should still receive 1,000 riel or one free meal because the Notification mentions about one day.”* (See Arbitral Awards 53/05-Finegis, issue 3; 39/07-San San, issue 1 and 143/08-Charm Textile, issue 6).

In previous Arbitral Awards, the Arbitration Council declined to consider the workers’ demand for the company to provide 2,000 riels as meal allowance when workers work

overtime for two hours. (See Arbitral Awards *66/06-Gold Lida, issue 3; 51/07-Goldfame, issue 4; and 143/08-Charm Textile, issue 6*).

In this case, the Arbitration Council agrees with the interpretation of the Arbitration Council in previous cases.

In this case, the Arbitration Council finds that the employer provides 1,000 riels when the workers work overtime from 4:00 p.m. to 6:00 p.m. The union claim that the 1000 riels provided is not sufficient to buy one meal as it used to be. The Arbitration Council considers that the employer has fulfilled its obligation according to Notification 017. Nonetheless, besides Notification 017 which provides 1,000 riels per day for meal allowance as mentioned above, there is no other article that requires that the company provide 2000 riels meal allowance to workers who work overtime from 4:00 p.m. to 6:00 p.m.

Moreover, the Arbitration Council does not find that the two parties have any agreement or CBA in writing that requires the employer to provide 2000 riels as meal allowance for workers who volunteer to work overtime.

Therefore, the Arbitration Council decides to decline to consider the workers' demand for 2000 riels meal allowance for overtime work from 4:00 p.m. to 6:00 p.m.

Issue 4: Local union of C.CAWDU at Wilson factory demands that the employer reinstate a woman worker named Chea Sopha and pay her from the date the company terminated her to the date she is reinstated

The Arbitration Council will consider whether this is a collective dispute or an individual dispute.

Article 302 of the Labour Law 1997 states, "*A collective labour dispute is any dispute that arises between one or more employers, and a certain number of their employees, over working conditions, the exercise of the recognised rights of unions, the recognition of professional organisations within the business, and questions regarding relations between employers and workers, when this dispute could jeopardise the effective operation of the enterprise or social peace.*"

Based on Article 302 of the Labour Law, in order for a dispute to become a collective labour dispute it has to fulfill three conditions as stated in Article 302.

The three conditions are:

- a. It is a dispute between a certain number of workers and one or more employer
- b. The dispute is related to working conditions, the exercise of the recognised rights of unions, the recognition of professional organisations within the business, and questions regarding relations between employers and workers
- c. The dispute could jeopardise the effective operation of the enterprise or social peace.

In this case, the Arbitration Council finds that condition (a) is not fulfilled because, according to the employer's claim and the evidence submitted, this dispute occurs only between Ms. Chea Sopha and the employer.

Condition (b) is fulfilled because this dispute is related to the termination of employment of Ms. Chea Sopha and the demand for Wilson Company to reinstate her. This means that the subject of this dispute is related to the employment relationship between Ms. Chea Sopha and Wilson Company.

Condition (c) is not fulfilled because the Arbitration Council does not find that this dispute between Ms. Chea Sopha and the employer can cause interruption to the operations of the enterprise or to social peace.

Moreover, in previous cases the Arbitration Council considered that the Labour Inspector and the Ministry of Labour and Vocational Training have a duty to determine if a dispute is an individual dispute or collective dispute before forwarding it to the Arbitration Council. Thus, normally the Arbitration Council will respect the decision of the Labour Inspector and the Minister of Labour and Vocational Training if there is no explicit reason to object (see *Arbitral Awards 10/03-Jaquisintex, issue 4; 41/04-Micasa; 07/05-Coca Cola, issue 1 and 2; 45/07-Wilson, issue 4 and 13/08-Teratex Knitting, issue 2*).

In previous cases the Arbitration Council presumed that the issues mentioned in the non-conciliation report [] relate to a collective labour dispute. However, because the employer party in this case made an objection to this presumption, the employer has the burden to prove its claim. (See *Arbitral Awards 45/07-Wilson, issue 4 and 13/08-Teratex Knitting, issue 2*).

In this case the employer made an objection that this is not a collective dispute as the company's lawyer requested that the Arbitration Council should not consider this issue for the reason that it is not a collective dispute. Moreover, it is stated that the resignation of Ms. Chea Sopha was initiated by her own will without coercion and the company submitted the Ms. Chea Sopha's resignation letter dated 28 August 2008 that was signed by the worker herself. The Arbitration Council considers that this is not a collective dispute.

Thus, the Arbitration Council considers that this dispute related to worker Ms. Chea Sopha is not within the jurisdiction of the Arbitration Council to consider the workers' demand.

Therefore, the Arbitration Council decides to decline to consider the workers' demand on this issue.

Issue 5: The union demands that the employer provide 90 working days for maternity leave

The Arbitration Council will consider whether the workers are entitled to 90 days of maternity leave exclusive of holidays and Sundays.

Article 182 of the Labour Law states, *“In all enterprises covered by Article 1 of this law, women shall be entitled to a maternity leave of ninety days.”*

Article 182 does not state clearly whether the 90 days are working days or normal calendar days which include holidays and Sundays. Moreover, there is no Prakas or regulation by the Ministry of Labour and Vocational Training to make clarification on this point. Hence, the Arbitration Council needs to interpret this Article by reading the whole Labour Law and based on actual practice and practice of law-making in order to determine the intention or content of the law.

In previous Arbitral Awards the Arbitration Council considered that the content of Article 182 of the Labour Law which allows 90 days for women workers to take maternity leave are working days which means it is inclusive of Sundays and holidays. (See Arbitral Award 23/08-M & V 1, issue 4 and 10 and 25/08-ASD, issue 3).

The Arbitration Council agrees with the interpretation of the Arbitration Council in previous cases.

Furthermore, the Arbitration Council notices that in the implementation of law as well as the practice of law-making, if the law does not mention clearly if it is the number of working days or number of normal calendar days which is inclusive of holidays and Sundays, the general [] practice is to consider that it is the number of working days if it is less than or equal to 15 continuous days; but if it is longer than 15 days the general practice is to consider that it is inclusive of holidays and Sundays.

The Arbitration Council considers that the purpose of the Labour Law in providing 90 days of maternity leave is in order to provide sufficient time for the women to take care of both their own health and that of the newborn baby and the duration of 90 days, inclusive of holidays and Sundays is sufficiently appropriate.

Therefore, the Arbitration Council decides to reject the workers' demand for the company to provide 90 days of maternity leave exclusive of holidays and Sundays.

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

DECISION AND ORDER

Issue 1: Reject the demand for the company to deduct their attendance bonus in proportion to the number of days the workers are absent without permission.

Issue 2: Decline to consider the demand for the company to provide an additional seniority bonus of US\$ 2 per month every year until the 10th year.

Issue 3: Decline to consider the demand for 2000 riels meal allowance for overtime work from 4:00 p.m. to 6:00 p.m.

Issue 4: Decline to consider the demand for the employer to reinstate Ms. Chea Sopha and backpay her wages.

Issue 5: Reject the demand for the company to provide 90 days for maternity leave of normal working days.

Type of Award: Non binding award

This Award will become binding after eight 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: **You Suonty**

Signature:

Arbitrator chosen by the worker party:

Name: **An Nan**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Nhean So Munin**

Signature: