



KINGDOM OF CAMBODIA
NATION RELIGION KING

ក្រុមប្រឹក្សាអាជ្ញាកណ្តាល

THE ARBITRATION COUNCIL

Case number and name: 47/07- Chung Fai

Date of Award: 27 June 2007

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRATION PANEL

Arbitrator chosen by the employer party: **KAO THACH**

Arbitrator chosen by the worker party: **AN NAN**

Chair Arbitrator (chosen by the two Arbitrators): **KONG PHALLACK**

DISPUTING PARTIES

Employer party:

Name: **Chung Fai Knitwear Fty. Ltd**

Address: No. 808, National Road No. 2, Sangkat Chak Angre Krom, Khan Mean Chey, Phnom Penh

Telephone: 012 979 713

Fax: N/A

Representatives:

- | | |
|---------------------|-----------------------------------|
| 1) Mr. Chea Socheat | Head of Administration Department |
| 2) Mr. Chea Lychhay | Administration Assistant |

Worker party:

Name: **Coalition of Cambodian Apparel Workers Democratic in Chung Fai Garment Factory (C.CAWDU)**

Address: No. 808, National Road No. 2, Sangkat Chak Angre Krom, Khan Mean Chey, Phnom Penh

Telephone: 012 988 623

Fax: N/A

Representatives:

- | | |
|---------------------|---|
| 1) Ms. Chhan Chenda | Secretary of C.CAWDU in Chung Fai Factory |
| 2) Ms. Ron Sony | Unionist of C.CAWDU in Chung Fai Factory |
| 3) Ms. Meas Vanny | Dispute Officer of C.CAWDU at the Chung Fai Factory |

ISSUES IN DISPUTE

(In the Non-Conciliation Report)

- 1- Workers demand the employer to prepare chairs for workers in QC No. 3. The employer does not agree because these workers are required to stand while working.
- 2- The workers demand the employer to reimburse medical check fees. The employer does not agree because the employer is responsible for only workers whom the employer directs to have the check.
- 3- The workers demand the employer to retain the attendance bonus and wage while they take sick leave with a certified letter from a medical doctor. The employer does not agree, for the employer will do so only for the medical certification issued by the Labour Doctor.
- 4- The workers demand the employer to provide enough work for them to do. The employer cannot promise that.
- 5- The workers demand the employer to pay overtime wages and meal allowance every week. The employer does not agree and pays all with the monthly wage.
- 6- The workers demand the employer to reimburse the 500 Riels seal fee for new cards. The employer does not agree as the employer already spent on material in making cards.
- 7- The workers demand the employer not to deduct the number of LOT of wrongly-made shirts which they agree to fix, and not to order them to re-check the LOT when the supervisor finds one wrongly-made. The employer does not agree and requires them to check all again.

JURISDICTION OF THE ARBITRATION COUNCIL

The Arbitration Council derives its power to make this Award from Chapter XII, Clause 2B (Article 309-317) 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, Clause 2A of the Labour Law. The conciliation hearing which took place on 04 June 2007 was unsuccessful, and the non-conciliation report No. 481 K.K.B.V was submitted to the Secretariat of the Arbitration Council on 05 June 2007.

HEARING AND SUMMARY OF PROCEDURE

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

Date of hearing: **June 27 2007** (at 8:00 a.m. to 12:00 p.m.)

Procedural issues:

On 23 February 2007 the Department of Labour Disputes received a complaint from C.CAWDU dated 23 February 2007 demanding the employer to improve working conditions on fourteen (14) issues. Upon receipt of this complaint, the Department of Labour Disputes assigned an officer to handle this labour dispute over consecutive sessions of conciliation and the last conciliation was held on 12 March 2007 with seven (7) issues out of fourteen (14) issues conciliated. The remaining seven (7) non-conciliated issues were sent to the Secretariat of the Arbitration Council on 05 June 2007.

After receiving the case, the Secretariat of the Arbitration Council invited the employer and worker parties to attend the hearing and conciliate on the seven (7) non-conciliated issues on 08 June 2007 at 8:00 a.m. Both parties were present as requested.

On the hearing day the Arbitration Council attempted to further conciliate on those seven (7) non-conciliated issues as listed in the Non-Conciliated Report of the Department of Labour Disputes and successfully conciliated Issue No. 1, 4 and 7. Therefore, in this Award, the Arbitration Council would arbitrate only Issue No. 2, 3, 5 and 6 based on the witnesses testimony and findings of fact as follows:

EVIDENCE

Witnesses and experts: *N/A*

Documents, Exhibits and other evidence considered by the Arbitration Council

Provided by the employer party:

- Statute of the Chung Fai Knitwear Fty. Ltd dated 25 April 2005
- Internal Work Rules of the Chung Fai Knitwear Fty. Ltd dated 21 January 1999

Provided by the worker party:

- Summary of the dispute dated 06 June 2007
- Statute of the union at the Chung Fai Fty. Ltd dated 25 April 2007
- Certificate of union registration at the Chung Fai Fty. Ltd dated 25 April 2007

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

- Report on collective dispute resolution at the Chung Fai, No. 481 K.K.B.V dated 04 June 2007.
- Minute of the collective labour dispute conciliation, dated 12 March 2007.

Provided by the Secretariat of the Arbitration Council:

- Invitation to the hearing for the employers, No. 209 K.K dated 06 June 2007.

- Invitation to the hearing for the workers, No. 210 K.K dated 06 June 2007.

Facts

- Having examined the related documents submitted by the parties.
- Having reviewed the report of the collective labour dispute.
- Having listened to statements made by the representatives of the worker party and the employer party.

The Arbitration Council finds that:

- Chung Fai Fty. Ltd is located in building No. 808, National Road No. 2, Sangkat Chak Angre Krom, Khan Mean Chey, Phnom Penh, with 800 workers.
- Based on Collective Dispute Conciliation Report dated 12 March 2007, there are 800 claimants.
- The local union, C.CAWDU at the Chung Fai factory which has 100 members, is the claimant for this case.
- According to the statement made by the employer, the union which has the most representative status is the Free Trade Union Workers. Workers do not disagree with this.

Issue 2:

- Workers demand the employer to reimburse the medical check fee amount of 10,100 Riels that they have paid since the establishment of the company in the year 1998 as this is the obligation of the employer to pay; please see Article 247 of the Labour Law (1997) and Prakas No. 09/94 concerning Health Check for Foreigner and Cambodian Who are Employed in Cambodia.
- The employer rejects this based on the ground that the medical check is a condition for workers recruitment under the Internal Work Rules of the company.
- The employer does not agree that under the Labour Law the employer bears an obligation for workers' medical check fee.
- The workers stressed that they demands for all workers in the company and promised to submit a name list of the workers who have paid by themselves for the medical check. Workers asked the employer to reimburse the money to them on 12 June 2007 but on the due date the union did not submit any list.
- Ms. Chhan Chenda claims that she paid a medical check fee amount of 10,100 Riels on dated 03 August 2001.
- Mr. Ron Sony claims that she also paid the 10,100 Riels medical check fee on 05 July 2002.

Issue 3:

- Both parties agree on the current practice in Cambodia that the employer retains attendance bonus and wages for workers when they take sick leave under medical certificate certified by the Labour Doctor.
- The employer stated that the [type of] doctor cannot be changed as they already agreed with the Free Trade Union Workers since 2006 that the medical certificate issuance authority is granted to Labour Doctors only.
- Workers demand the employer to maintain wage and attendance bonus for their sick leave so long as the medical certificate is certified by any doctor recognized in Cambodia. Workers said that it is difficult to travel to see the Labour Doctors, because their houses are far from the Labour Health Center. Still, the employer does not grant this demand.

Issue 5:

- The workers demand the employer to pay overtime wage and meal allowance every week. The employer does not agree and would like to pay all with the monthly wage and this has been their practice since 1998.
- Workers claim that other companies provide meal allowance for overtime work once per week, however, there is no evidence to prove this. The employer raised an objection to this statement.
- The employer provides a meal allowance of 500 Riels per hour of overtime work.

Issue 6:

- The workers demand the employer to reimburse 500 Riels seal fee for the workers' cards. The employer does not agree as the employer already spent on materials in making the cards.
- Before the end of 2006, the employer used to issue Identification cards to the workers but there were no seals and no payment from workers were requested.
- At the end of 2006, the employer bought Labour Accident Insurance for the workers and the insurance company required the employer to stamp a seal on every worker' card therefore the employer had to re-issue workers' cards.
- The employer asked for 500 Riels from each worker for re-issuing new cards. According to the statement made by the employer, the company did not notify workers [about the reason for this payment]. The employer's side has promised to provide all related documents concerning the insurance to the Arbitration Council by 12 June 2007.

- In reference to the insurance document submitted by the employer, the company bought labour accident insurance from Asia Insurance Company with the period of insurance from 31 December 2006 to 31 December 2007. The employer paid a US\$ 4.00 premium for each worker and each is entitled to a maximum of US\$ 1,000.00 upon a claim.
- The employer claims that 800 workers are estimated to already have paid the 500 Riels new card fee to the company.

REASONS FOR DECISION

Issue 2: Workers demand employer to return the medical check fee

In this case the company did not pay for the medical check fee of the workers due to the reason that this is company's requirement before recruiting workers. Workers demand the company to reimburse 10,100 Riels for medical check fees to every worker who has been checked since 1998 as the Labour Law required that it is employer's burden. The Arbitration Council will consider these issues as follows:

- Does the employer have an obligation to pay for the medical check fee of worker who went for checks from 1998?
- Whether or not the C.CAWDU has rights to demand in the name of all workers in the company?
- Do workers actually have the right to ask for reimbursement from the company since 1998?

1) Does the employer have an obligation to pay for the medical check fee of workers who went for checks from 1998?

According to Article 247 (a), "*the Ministry in charge of Labour shall issue a Prakas to determined the conditions under which pre-employment, re-employment, periodical, and special physical exams are given.*" Point (c) of the same Article further demonstrated that "*The condition under which employers are required to establish and provide at their expense is the medical exams of workers as stipulated in point (a) of this Article.*"

By Prakas No. 09 dated 19 January 1994 concerning Health Check for Foreigner and Cambodian who are Employed in Cambodia, Clause 3: "*before starting an employment Cambodian and foreigners have to go for medical checks at the Labour Medical Department which located at Building No. 482, National Road No. 2, Sangkat Chak Angre, Khan Mean Chey, Phnom Penh.*"

Clause 5 of this Prakas: The medical check also can become a special check up to the different type of profession and career.

Clause 7 of this Prakas: The owner of the enterprise shall be liable for any cost incurred by this check-up of their workers as above mentioned in Clause 5.

Although the Ministerial Prakas does not clearly in this Clause 7 primary health check but in previous arbitral awards the Arbitration Council considers that "*Article 247 of 1997 Labour Law is superior to the Prakas 09/94.*" Subsequently, employer is the one who pays for the workers' medical check fee, see Arbitral Award 02/03-Chu Hsing, issue 2; 21/03-Loyal Cambodia, issue 2; 19/04-Kbal Koh 2, issue 2 and 53/04-Kong Hong, issue 2.

In this case the Arbitration Council also agrees with the above interpretation of the Arbitration Council which means that Article 247 of the Labour Law provides sufficient ground to conclude that the employer has an obligation to pay for their workers' medical check fees, read Arbitral Award 60/04-United Art, issue 2; 63/04-Shine Well, issue 1; 64/04-Miqury, issue 1; 98/04-Great Union, issue 2; 106/04-Suit Way, issue 1; 05/05-GHG, issue 1; 05/06-W & D, issue 1 and 23/06-Max Pearl, issue 1.

In addition, the Arbitration Council notes that in the previous awards there were cases where the Arbitration Council and employer raised a question related to validity of Prakas 09 in 1994, referred to Arbitral Award 64/04-Mequry, issue 1 and 98/04-Great Union, issue 2. For the majority of the cases including the current Arbitral Award, the Arbitration Council finds that the employer is obligated to pay for their workers' medical check fees of 10,100 Riels [for each worker].

Nonetheless, clause 1, paragraph (a), point 1 of the Internal Work Rules states that '*Cambodian have to have...Medical Check Certification...1 set....*'

Clause 3, point (a) of the Company's Internal Work Rules states that '*Before starting the employment all employees have to have primary body medical checks at the Labour Medical Department of Ministry of Labour and Vocational Training.*'

The Arbitration Council finds that the Company's Internal Work Rule is in contrary to Article 13 of Labour Law '*All rules resulting from a unilateral decision, a contract or a convention that do not comply with the provisions of this Law or any legal text for its enforcement, are null and void.*'

By this Article, the Arbitration Council concludes that the employer is bound with an obligation to pay for their workers' medical check fees.

2) Whether or not C.CAWDU has the right to make the demand in the name of all workers in the company?

C.CAWDU demanded in the name of every employee in the company.

According to Clause 6, paragraph 1 of the Prakas 305 dated 22 November 2001 "*Any union that has an absolute majority of members of all employees in that enterprise or establishment has the right to represent all employees of that enterprise or establishment.*"

Any union which has an absolute majority of any type of employees in the enterprise or establishment has the right to represent the employees of that type. Other than this, each union has the right to represent only its members."

Based on the facts, C.CAWDU is not the most representative union and on the basis of the above clause of Prakas 305, this union does not have right to represent all workers. Therefore, this demand only can be made on behalf of workers of Chung Fai whose membership is with the C.CAWDU only.

3) Do workers actually have the right to ask the company for reimbursement since 1998?

In this case, the workers demand employer to pay for their 10,100 Riels medical check fee which they had personally paid for health checks in order to be qualified in application for work at the factory since its establishment in 1998. So the Arbitration Council will consider whether the workers still possess such right for this claimed medical check fee?

According to Article 120 of Labour Law, *"The statute of limitation for a lawsuit of the payment on wages is three years from the date the wage was due. Claims subject to the statute of limitation of a lawsuit include the actual wage, perquisites and all other claims of the worker resulting from the labour contract as well as the indemnity in the event of dismissal."*

By this the Arbitration Council finds that the workers have paid the 10,100 Riels medical check fee and this is *all other claims of the workers resulting from the labour contract*, for one of the conditions of the labour contract is that the worker must have a certification by themselves. As a result, the limitation of this demand for their medical check fees in this case is three (3) years. But when did this statute of limitation actually start?

In a previous cases, for workers who paid their own 10,100 Riels medical check fee [prior to starting work], the Arbitration Council explained that *the statute of limitation should start from the day of entering into the labour contract because the employment relationship starts from that day, although paragraph 2, Article 120 of Labour Law does not explicitly provide clarification on this. Paragraph 2 of Article 120 of Labour Law only indicates all claims only resulting from the labour contract. The employment relationship begins when the employee enters into the labour contract with the employer and this relationship provides employees all rights granted by law including all kinds of obligation which the employer owes to them. It means that the statute of limitation regarding claims for medical check fee in this case is three (3) years from date of labour contract or the date that workers start their work*, read Arbitral Award 05/06-W & D, issue 1.

In conclusion, the Arbitration Council finds that only the workers who are the members of the C.CAWDU and who started working from 05 June 2004 until the day that this

arbitral award comes into force have rights to receive the 10,100 Riels medical check fee reimbursement and for other workers who started working before this date have lost their rights to claim. But in this case, the C.CAWDU does not provide the name list of their members who still have rights to claim for the 10,100 Riels medical check fee on the due date as agreed with the Arbitration Council, therefore no workers is entitled for this claimed amount and the Arbitration Council decides to reject the demand.

Issue 3: Workers demand the employer to keep attendance bonus and wage when they take sick leave with a certificate from the doctor

The employer agrees to retain the attendance bonus and wage for workers when they take sick leave with the required medical certificate from the Labour Doctor. But the workers ask that a medical certificate certified by a qualified doctor who is not necessarily a Labour Doctor be acceptable. So the Arbitration Council will only consider the type of doctor.

According to the facts, Chung Fai entered into an agreement with the Free Trade Union Workers so that only a Labour Doctor can certify illnesses of the workers when they go for medical treatment. In addition, the Free Trade Union Workers is the union with most representative status.

According to Clause 6, paragraph 1 of Prakas 305 dated 22 November 2001 *“Any union that has an absolute majority of members of all employees in that enterprise or establishment has the right to represent all employees of that enterprise or establishment. Any union which has an absolute majority of any type of employees in the enterprise or establishment has the right to represent the employees of that type. Other than this, each union has the right to represent only its members.”*

The agreement of Chung Fai with the Free Trade Union Workers, which is the most representative union in the factory, is an agreement that covers all workers within the establishment including workers of this demand.

Article 71 of Labour Law provides *“The labour contract can be suspended under the following reasons...the absence of worker for illness certified by a qualified doctor. This absence is limited to six (6) months, but can, however, be extended until there is a replacement. ...”*

In Arbitral Award 81/05-Supreme Garment, issue 1, the Arbitration Council stated that *‘Article 71, paragraph 3 of Labour Law required only the qualified doctor.’ Therefore, this restriction on workers to only get medical certificated by the Labour Doctor is unlawful as Labour Law gives them more rights than this.*

In addition, point (g) of clause 4 of the Company’s Internal Work Rule stipulated that:

‘ For the event of actual sickness while working in the factory the worker will be immediately allowed to go for a doctor’s check without any wage deduction but there must be a medical certificate attached.

- When the worker is sick at home, s/he has to notify the employer attached with the medical certificate but if there is no medical certificate from doctor (state doctor) then that worker would be considered as absent without notification.

- For those who suffer from continuous sickness other than work-related accidents with a letter from company’s doctor, the 100% wage would be given for the first month. For the 2nd and 3rd months, the company will only pay 40% of the wage and for 4th month to 6th month the company shall not provide any wages but the position would still be available for them. But if the leave is more than six (6) months then the company will consider dismissing worker in accordance with Labour Law.’

In Arbitral Award 62/04-Ocean, the Arbitration Council stated that *‘Neither the Labour Law nor Internal Work Rules of the company provide a clear stipulation regarding this matter. However, as mentioned in the beginning, clause 4 of the Company Work Rules mentions “doctor” but does not specifically say that the doctor must be in a state hospital or private clinic. The Arbitration Council finds that according to the current practice of Cambodia, state officers, staff of Non-Governmental Organizations, and most companies recognise a certificate certifying that the worker is actually sick by any doctor, regardless whether a private or state doctor, so long as they are legally recognised by the competent authority.*

In this case, the Arbitration Council agrees with the above explanation in the case where there is no clear stipulation in both Labour Law and Company’s Internal Work Rule regarding this medical certificate. But here the Arbitration Council finds that the Internal Work Rule of the company has recognized the medical certificate issued by any state doctor while in practice the employer only accepts the medical certificate of the Labour Doctor only.

The Arbitration Council considers that the company’s practice as well as the agreement between Chung Fai and the Free Trade Union Workers is not at all correct, for state doctor is not only the Labour Doctor. The Arbitration Council considered that that **‘State doctors consist of doctors from a city/provincial hospital, district/khan referral hospital, or commune health center which is under national health infrastructure especially the Ministry of Health.’** Therefore, to accurately implement its Internal Work Rules and Article 71, paragraph 3 of Labour Law the company has to also recognize the medical certificate from the city/provincial hospital, district/khan referral hospital, commune health center.

Issue 5: Worker demand employer to pay meal allowance for OT work, weekly

Workers demand employer to pay the meal allowance for overtime work on a weekly basis. So the Arbitration Council will consider when is the proper time for workers to receive the overtime meal allowance.

Article 116 of Labour Law provides “*Labourers’ wages shall be paid at least two times per month, at a maximum of sixteen-day intervals. Employees’ wages must be paid at least once per month. ...*”

Based on this Article, the Arbitration Council considers that the wages of labourers should be paid at least twice per month and the wages of employee, once per month.

In this case the workers ask for weekly payment of the overtime meal allowance, so the Arbitration Council will consider whether the meal allowance is part of the wage or not?

Article 103 of Labour Law states that:

“Wage includes, in particular:

- *actual wage or remuneration;*
- *overtime payments;*
- *commissions;*
- *bonuses and indemnities;*
- *profit sharing;*
- *gratuities;*
- *the value of benefit in kind*
- *family allowance in excess of the legally prescribed amount;*
- *holiday pay or compensatory holiday pay; and*
- *amount of money paid by the employer to the workers during disability and maternity leave.*

Wage does not include:

- *health care*
- *legal family allowance*
- *traveling expenses; and*
- *benefits granted exclusively to help the worker do his or her job.”*

By the above Article 103, paragraph 1, point 2 of Labour Law, the overtime payment is one part of wage. The Arbitration Council finds that workers can receive the overtime meal allowance only in the case when workers perform overtime work. Because the meal allowance is [indirectly] related to overtime payment; then the question is whether the meal allowance is a part of the overtime payment or not?

The Arbitration Council finds that the overtime meal allowance is not part of the overtime payment, for this payment is an allowance in lieu of providing a meal and it is not money gained from overtime work. If the employer does not provide this meal allowance,

they still owe an obligation of providing one free meal to the workers. As a result, providing the overtime meal allowance is not [directly] related to overtime payment.

Clause 4 of Notification No. 017 SKBY dated 18 July 2000 states that '*Workers who voluntarily work overtime as requested by employer shall received meal allowance of 1,000 Riels per day or a free meal.*'

Consistent with the intention of this Notification, the Arbitration Council finds that the employer has an obligation to provide one free meal to the those workers who work overtime. This provision of one free meal is a motivation for workers to continue working overtime because the [meal] is daily necessity for people and cannot be avoided, and this is what the employer is required to give.

Thus, if the employer cannot provide a meal for workers during overtime work, Notification No. 017 SKBY dated 18 July 2000 determines that the employer must give 1,000 Riels meal allowance per day in lieu of giving a free meal.

The Arbitration Council finds that this Notification does not specify about when overtime the meal allowance should be paid. But the free meal has to be provided regularly during the overtime period and the Arbitration Council agrees that it is reasonable to require the overtime meal allowance to be paid daily to workers.

However, the workers in this case demand the employer to pay their overtime meal allowance not daily but weekly. The Arbitration Council considers that a weekly payment would require the employer to pay, and workers receive, money once per week. If employer does not give this allowance once per week, then the employer would have to pay daily for each overtime and workers would have to go to receive payments every time too.

To conclude, the Arbitration Council decides that the employer should provide the overtime meal allowance to those overtime workers on a weekly basis.

Issue 6: Worker demand [employer] to reimburse the 500 Riels seal fee on card

Article 249 of Labour Law, paragraph 1, "*Managers of enterprise are liable for all work-related accidents stipulated in the Article above regardless of the personal status of each worker.*"

In this case, the employer bought Labour Accident Insurance from the Asia Insurance and the period of insurance is from 31 December 2006 to 31 December 2007. But the company asked workers to pay 500 Riels for a new card issuance that was required by the insurance company.

The Arbitration Council considers that based on the Labour Law, the employer is required to be financially liable for work-related accidents. To be financially responsible, generally there are two options:

- 1) through the company's own finances; or

2) through insurance of the company's finances.

In regular business practice, these two choices are available for a decision made by each enterprise or employer. The employer of this case chose the second option by which the financial liability for their workers' work-related accidents is borne by the insurance company, Asia Insurance, within the period of insurance from 31 December 2006 to 31 December 2007 *because this would protect the employer from risks of work-related accidents which may accidentally happen to their workers.*

To purchase insurance, the insured must fulfill all conditions as requested from the insurer. In this case, a condition of the insurer is that the insured, Chung Fai, needs a stamp seal on the labour cards of the insured workers, as their cards at the time had no seal. The company then collected all non-sealed labour cards of the insured workers and issued new cards with seals, which required workers to contribute 500 Riels as the company had already bought the insurance for them.

In relation to this, the Arbitration Council finds that the action of the employer is not right because, pursuant to the Labour Law, this is an employer's obligation. If the employer does not buy insurance on work-related accidents for workers, the employer still is financially liable for the cost of work-related accidents at their own expense. On the other hand, the Arbitration Council considers that the decision of buying insurance is an advantage of the company in insuring work-related accidents which may occur to their workers.

Therefore, the Arbitration Council finds that the employer should reimburse the 500 Riels new card fee to all workers.

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

DECISION

2. Decline demand of worker regarding reimbursement of 10,100 Riels for medical check fees as there is no submission of any name list of workers.
3. Order the employer to retain the attendance bonus and wages for workers whenever they take sick leave with a medical certificate issued by a state doctor, who is not necessarily be a Labour Doctor.
5. Order the employer to provide the overtime meal allowance once per week.
6. Order the employer to reimburse the 500 Riels new card fee to all eight hundred (800) workers.

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: **KAO THACH**

Signature:

Arbitrator chosen by the worker party:

Name: **AN NAN**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **KONG PHALLACK**

Signature: