



KINGDOM OF CAMBODIA

NATION RELIGION KING

ក្រុមប្រឹក្សាអន្តរាគ្នា

THE ARBITRATION COUNCIL

Case number and name: 51/08-ASD

Date of Award: 25 April 2008

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRATION PANEL

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

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

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

DISPUTING PARTIES

Employer party:

Name: **ASD Cambodia Co., Ltd**

Address: Kantok Khang Cheung Village, Kantok Commune, Angsnuol District, Kandal Province

Telephone: 012 483 029

Fax: N/A

Representative:

- | | |
|---------------------|-------------------------|
| 1. Mr. Heang Channy | General Manager |
| 2. Mr. Peo Arun | Chief of Administration |

Worker party:

Name: **National Industrial Federation Trade Union of Cambodia (NIFTUC) and local union of National Industrial Trade Union of Cambodia (NITUC)**

Address: Kantok Khang Cheung Village, Kantok Commune, Angsnuol District, Kandal Province

Telephone: 012 824 640

Fax: N/A

Representative:

- | | |
|-----------------------|--|
| 1. Ms. Ros Kan | Vice-president of NIFTUC |
| 2. Mr. Roeun Ren | Officer of NIFTUC |
| 3. Ms. Suon Sokunthea | Vice-president of NITUC at ASD factory |
| 4. Ms. Pheap Sreyny | Local union leader |

5. Ms. Kuon Taingkuoy Worker in ASD factory

ISSUES IN DISPUTE

(In the Non-Conciliation Report)

- 1- The workers demand that the Company follow the Labour Law by converting 2 month probationary workers to regular workers. The Company does not agree stating that the probationary period does not exceed 3 months.
- 2- The workers demand that the Company provide a 1,500 riel food allowance for two hours of overtime work and 3,000 riel for four hours. The Company does not agree to the demand.
- 3- The workers demand that the Company reinstate Kuon Tangkuoy ID 5574 and provide her wages for the period of dismissal.

JURISDICTION OF THE ARBITRATION COUNCIL

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

An attempt was made to conciliate the collective dispute that is the subject of this Award, as required by Chapter XII, Section 2A of the Labour Law. The conciliation was unsuccessful, and the non-conciliation report No. 178/08 KB/KN, dated 1 April 2008 was submitted to the Secretariat of the Arbitration Council on 2 April 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: 8 April 2008 (from 2:00 p.m. to 4:00 p.m.)

Procedural issues:

On 28 March 2008 the Department of Labour and Vocational Training at Kandal Province conducted conciliation on 6 issues in a collective labour dispute; with the result that 3 issues were conciliated and 3 issues were not able to be conciliated. The 3 unresolved issues were referred to the Secretariat of the Arbitration Council on 2 April 2008.

Having received the case, the Secretariat of the Arbitration Council summoned both the employer party and the worker party to the hearing and conciliation on the 3 unresolved issues on 8 April 2008 at 2:00 p.m. Both parties were present as invited by the Arbitration Council.

In the hearing, the Arbitration Council attempted to further the conciliation on the 3 unresolved issues and conciliated issue 1. Therefore, in this case the Arbitration Council considers only issues 2 and 3 based on the evidence and statements of the parties in the hearing as follows:

EVIDENCE

Witnesses and experts: N/A

Documents, Exhibits and other evidence considered by the Arbitration Council

Provided by the employer party:

1. Resignation letter of Kuon Taingkuoy, dated 14 March 2008;
2. Payment receipt of Kuon Taingkuoy, dated 14 March 2008;
3. Complaint letter by NIFTUC, dated 21 March 2008;
4. Minutes of collective labour dispute conciliation at ASD Company, dated 28 March 2008;
5. Internal Work Rules of ASD Cambodia Co., Ltd, dated 22 August 1998;
6. Statute No. 359/03 PN.NTK.BP, dated 2 April 2003 by Dosun Cambodia Co., Ltd;
7. Certificate of commercial registration of ASD Company;
8. Employment contract of Kuon Taingkuoy, dated 21 November 2005.

Provided by the worker party:

1. Receipt and medical certificate of Touch Chea.

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

1. Report No. 178/08 KB/KN, dated 1 April 2008 on the collective labour dispute settlement at ASD Company;
2. Minutes of the collective labour dispute conciliation at ASD Company, dated 28 March 2008.

Provided by the Secretariat of the Arbitration Council:

1. Invitation No. 245 KB/AK/LKA dated 3 April 2008 to invite the company party to attend the hearing;
2. Invitation No. 246 KB/AK/LKA dated 3 April 2008 to invite the worker party to attend the hearing;

FACTS

- Having examined the documents submitted to the Arbitration Council;
- Having reviewed the report of the collective labour dispute conciliation;
- Having listened to the statement by the employer party and the worker party.

The Arbitration Council finds that:

- ASD factory employs approximately 770 workers.
- As at March 2008, NIFTUC, the complainant in this case, had 313 members.
- According to the worker party and the employer party, there is no union with most representative status in the factory.

Issue 2: The workers demand a 1,500 riel meal allowance for two hours overtime work and 3,000 riel for 4 hours overtime work

- The workers demand that the Company provide a 1,500 riel meal allowance for two hours overtime work and if they work overtime for four hours, the Company should pay 3,000 riels because the market price of goods has increased and 1,000 riels cannot buy a meal like it could in the past. Thus, the workers request that the Company considers increasing this meal allowance; the workers would be satisfied if there is an increase even it is as little as 50 riels.
- The Company party, on the other hand, states that the Company cannot increase the meal allowance as demanded by the union but it would like to follow the law by maintaining the meal allowance of 1,000 riels for workers who work overtime. In addition, from April 2008, the Company has to pay a US\$ 6 substantial living allowance every month for each worker according to the recent decision of the Arbitration Council.

Issue 3: The workers demand that the Company pay termination payments according to the Labour Law to Kuon Taingkuoy in lieu of reinstatement

- Kuon Taingkuoy, ID 5574, worked as a probationary worker for the Company from 21 November 2005 to 20 February 2006. After this, Kuon Taingkuoy was converted to a regular worker but did not have a written contract. Kuon Taingkuoy received a main wage of US\$ 50 per month. On average, Kuon Taingkuoy received a wage of US\$ 70 to US\$ 74. The Company has not paid her last wage.
- The Company terminated Kuon Taingkuoy because she was absent without permission from 10 March 2008 to 17 March 2008 and therefore the Company considered that she had abandoned her employment. The Company does not have any evidence regarding Kuon Taingkuoy's past misconduct.
- The worker union, on the other hand, does not agree with the Company's claim; they claim that actually Kuon Taingkuoy asked her cousin to ask for permission for her and her cousin put forward this request to the group chief. The group chief then brought the request to the Company but it did not approve it.
- Kuon Taingkuoy who was present in the hearing claims that in the afternoon of 9 March 2008 she received information that her father was sick at Doun Keo District, Takeo Province and he asked her to visit him. [For that reason] she decided to leave

for her home district and left her ID card with her cousin to seek permission for leave for her.

- The Vice-President of the union, Suon Sokunthea, said that she knew about this issue from the beginning. When Kuon Taingkuoy intended to ask for permission to take one week's leave she suggested she ask for three days at first and then if her father did not get better she could extend the leave. Her cousin went to ask for permission through the head of group but the boss's wife did not allow the leave.
- The company party states that on 13 March 2008, Kuon Taingkuoy came back to extend her leave for another three days but the company did not agree because she had not filled in the form for the three days leave [she had already taken] but now she was coming to ask for three more days. Moreover, the worker did not have a good relationship with other people and did not perform her work well. The union claims that as a practice [workers] should fill in the form after they return from leave.
- The union claims that the reason that the boss's wife did not permit the leave was because Kuon Taingkuoy had taken sick leave in the past and the Company made her promise that she could not take leave again and if she had any personal commitment she needed to resign; if she did not agree to make such promise she would not have been allowed to take leave.
- The Arbitration Council finds that the Company does not have its own Internal Work Rules but as a practice it follows the Internal Work Rules of the previous company which states:
 - a) The company's Internal Work Rules: if [a worker] is absent without permission for three days, s/he will receive a warning in writing.
 - b) The company's Internal Work Rules state [the following] about worker's leave with and without permission.

a. Leave with proper permission:

- o The company allows worker to take leave, without deduction of wages, for less than 7 days per year as stated in point 5 of clause 4. However, if [the worker takes] more than 7 days the company will deduct [the worker's] wages in proportion to the number of days of [excess] leave, unless the worker makes up the work at another time.
- o All requests for leave permission must be in writing and passed through the group chief to the company director who will make the final decision whether to permit the leave.
- o Personal sick leave for a period of more than three days must be supported by a proper certificate from a government doctor.

- b. Leave without permission:** If workers who are absent without making a request, providing information [to the company], or having a legitimate reason, the following actions will be taken :
- leave for one day, [worker] should receive a verbal warning and no payment of wages on the day of the leave.
 - leave for two consecutive days, [worker] should receive instruction [oral warning] and make a promise in writing and will not be considered for an annual wage increase.
- In there is no improvement and the conduct is repeated, up to three warning letters will be given and finally, if [the conduct continues], [the worker] will be terminated.
 - The company did not give prior notification regarding the termination.

REASONS FOR DECISION

Issue 2: The workers demand a 1,500 riel meal allowance for two hours overtime work and 3,000 riel for 4 hours overtime work

In the hearing the company party does not agree to the workers' demand and requests to continue its practice according to the law by providing only 1,000 riels when workers work overtime.

Point 4 of Notification 017 SKBY, dated 18 July 2000, states that *"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."* The Arbitration Council finds that it is clear from this Notification that workers who work overtime are entitled to 1,000 riels per day. Thus, the workers' demand for the company to provide 1,500 riels meal allowance for two hours of overtime work and 3,000 riels for 4 hours overtime work is more than what is provided in the law. This means that this is an interests dispute.

In general, the Arbitration Council will consider an interests dispute only when the union who bring the dispute has most representative status in the factory. The most representative status of a union provides legal standing to the union to negotiate to enter into a CBA in a company and the legal right to bring an interests dispute to the Arbitration Council for resolution. In order to obtain most representative status, Article 277 of the Labour Law 1997 states that a union needs to be registered and fulfil the other conditions stated in this Article (see Arbitral Awards 57/04-Evergreen, Issue 2; 60/04-United Art, Issue 3; and 08/07-Siu Quinh, Issue 3).

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. If the Arbitration Council*

issue an award on this issue it will become a CBA applicable to all workers in the factory and it will cause other workers to lose their right to strike to make demand in future interests dispute so it will create unfairness for other workers.” To date the Arbitration Council has held that a union without the most representative status cannot bring an interests dispute to the Arbitration Council for resolution (see Arbitral Awards 31/03-Hung Wah, Issue1; 60/04-United Art, Issue 1 and 99/04-AIA, Issue 12).

In this case the local union of NITUC at ASD factory does not have most representative status. Therefore, the Arbitration Council decides to [decline to consider] the demand in this issue.

Issue 3: The workers demand that the Company pay termination payments according to the Labour Law to Kuon Taingkuoy in lieu of reinstatement

In this case the union demands that the Company pay termination payments to Kuon Taingkuoy in lieu of reinstatement in accordance with the Labour Law but the employer party does not agree to the demand for the reason that Kuon Taingkuoy was absent without permission from 10 March 2008 to 17 March 2008 so that the company considered she abandoned her employment. Thus, the Arbitration Council will consider whether the termination of Kuon Taingkuoy by the company was in accordance with the Labour Law.

Generally, the termination of a worker is an employer's right but the employer needs to follow the employment contract, internal work rules of the company and the Labour Law. Based on the findings of fact above the Arbitration Council considers that the employer did not follow its Internal Work Rules in relation to the termination of employment of Kuon Taingkuoy. The Internal Work Rules do not specify whether such absence from work should warrant termination from work.

Based on the findings of fact above, Kuon Taingkuoy does not have a written contract. Thus, based on Article 67 paragraph 7 of the Labour Law, the Arbitration Council concludes that Kuon Taingkuoy has an undetermined duration contract.

In relation to undetermined duration contracts, Article 74 of the Labour Law states, *“The labour contract of unspecified duration can be terminated at will by one of the contradicting parties. This termination shall be subject to the prior notice made in writing by the party who intends to terminate the contract to the other party.*

However, no layoff can be taken without a valid reason relating to the worker's aptitude or behaviour, based on the requirements of the operation of the enterprise, establishment or group.”

Based on the contents of this Article, the Arbitration Council considers that the employer party has a right to terminate a worker at will but the employer needs to notify the

workers by providing valid reasons in relation to the worker's aptitude or behaviour or based on the requirements of the operation of the enterprise or group.

In the hearing the company claims that the reason Kuon Taingkuoy was terminated was because she was absent without permission; however, the employer did not provide any valid reason in relation to the aptitude or behaviour of Kuon Taingkuoy. In addition, the employer did not base [the termination] on its Internal Work Rules; because the Internal Work Rules are not clear as to whether absence without permission amounts to serious misconduct, medium misconduct or minor misconduct.

In the hearing the Arbitration Council found that Kuon Taingkuoy attempted to seek permission [to take leave] as she asked her cousin to help her request leave and she also came by herself to attempt to ask for permission after she had gone to visit her father for three days. However, the employer did not allow Kuon Taingkuoy to take leave.

In conclusion, the Arbitration Council considers that the employer should reinstate Kuon Taingkuoy. However, in the hearing the workers demand that the company pay termination payments in accordance with the Labour Law.

Clause 34 of Prakas 099 SKBY, dated 21 April 2004, states that *"In matters referred to the arbitration panel, the panel shall have the power and authority to fully remedy any violation of provisions provided in the Labor Law, implementing regulations under the Labor Law, collective bargaining agreements or other obligations arising from the professional relationship between employer and employee. Within the limitations of the Labor Law and this Prakas, it has the power and authority to provide any civil remedy or relief which it deems just and fair, including:*

- A. orders to reinstate dismissed employees to their former or any other appropriate position;*
- B. orders to the immediate payment of back pay;*
- ...*
- H. such other relief as is appropriate.*

According to the above clause, the Arbitration Council considers that the Council can order the employer to pay termination payments to Kuon Taingkuoy. Thus, the Arbitration Council considers the issue of termination payments as follows:

A. Payment in lieu of prior notice:

Article 75 of the Labour Law states, "The minimum period of a prior notice is set as follows: - ... *One month if the worker's length of continuous service is longer than two years and up to five years...*" Article 77 of the Labour Law states, *the termination of a labour contract at will on the part of the employer alone, without prior notice or without compliance with the prior notice periods, entails the obligation of the employer to compensate the worker the amount equal to the wages and all kinds of benefits that the worker would have received*

during the official notice period. Based on the above findings of fact, Kuon Taingkuoy had worked for two years and five months and the employer did not give her prior notice of termination; thus the Arbitration Council considers that the employer should pay wages and all other benefits for a period of one month to Kuon Taingkuoy due to the failure to give prior notice.

[B.] Indemnity for dismissal:

Article 89 of the Labour Law states, *“If the labour contract is terminated by the employer alone, except in the case of a serious offense [stet] by the worker, the employer is required to give the dismissed workers, in addition to the prior notice stipulated in the present Section, the indemnity for dismissal as explained below:*

- *Seven days of wage and fringe benefits if the worker’s length of continuous service at the enterprise is between six and twelve months.*
- *If the worker has more than twelve months of service, an indemnity for dismissal will be equal to fifteen days of wage and fringe benefits for each year of service. The maximum of indemnity cannot exceed six months of wage and fringe benefits.”*

In this case, the company does not state that Kuon Taingkuoy committed serious misconduct and there is nothing in [the company’s] policy or Internal Work Rules which set out a procedure for terminating worker when s/he commits serious misconduct. According to the content of Article 89 of the Labour Law above Kuon Taingkuoy is entitled to indemnity for dismissal equal to fifteen days of wages and other benefits for each year of service. Thus, the calculation of wages should be based on the average daily wage multiplied by 15 days for each year [of service]. Because Kuon Taingkuoy has been working for two years and five months, thus she should be entitled to an indemnity for dismissal equal to thirty days. In relation to this point, according to the interpretation of the Arbitration Council in previous cases on Article 102 and 103 of the Labour Law, wage includes remuneration for employment or service except any allowance determined specifically, overtime payment and bonus. (See Arbitral Award 02/04-Cambodiana, issue 1; 27/04-MSI, issue 1).

C. Damages:

Article 91 of the Labour Law states, *“The termination of a labour contract without valid reasons, by either party to the contract, entitles the other party to damages.*

These damages are not the same as the compensation in lieu of prior notice or the dismissal indemnity.

The worker, however, can request to be given a lump sum equal to the dismissal indemnity. In this case, he is relieved of the obligation to provide proof of damage incurred.”

Based on the content of Article 91 of the Labour Law above, the Arbitration Council considers that damages are equal to the amount of indemnity for dismissal. Thus, based on

Article 89 of the Labour Law above, the Arbitration Council considers that Kuon Taingkuoy is entitled to damages equal to the amount of the indemnity for dismissal, which is equivalent to 30 days [wages and fringe benefits]. However, in this case Kuon Taingkuoy does not demand that the company pay her damages. Thus, the Arbitration Council will not consider the [issue of] damages.

D. Annual leave

Article 116 states, “... *In the event of termination of a labour contract, wage and indemnity of any kind must be paid within forty-eight hours following the date of termination of work.*”

In this case, Kuon Taingkuoy has not yet been paid her final wage by the company. Thus, the employer has an obligation to pay Kuon Taingkuoy her final wage.

Article 166 states, “*Unless there are more favourable provisions in collective agreements or individual labour contracts, all workers are entitled to paid annual leave to be given by the employer at the rate of one and a half work days of paid leave per month of continuous service...*”

Article 167 states, “*The right to use paid leave is acquired after one year of service. If the contract is terminated or expires before the worker has acquired the right to use his paid-leave, an indemnity calculated on the basis of Article 166 above is granted to the worker...*”

In this case, the parties do not provide any testimony to prove Kuon Taingkuoy's annual leave balance for 2007. Thus, Kuon Taingkuoy is entitled to payment in lieu of annual leave for any days which have not been taken.

In conclusion, the company should pay as follows:

1. Payment in lieu of prior notice according to Article 75 and 77;
2. 30 days indemnity for dismissal according to Article 89;
3. Payment in lieu of unused annual leave according to Article 166 and 167;
4. Final wage payment, according to Article 116.

The calculation of the workers' wage should be based on the average daily wage according to the following formula:

$$\text{Average daily wage} = \frac{\text{total wages earned within the last 12 months before the termination}}{12 \text{ months} \times 26 \text{ working days}}$$

(Total wages include any overtime payments and bonuses received in the twelve months prior to termination).

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

DECISION

Issue 2: Decline to consider the workers' demand for the company to pay a 1,500 riel meal allowance for 2 hours overtime work and 3,000 riels for 4 hours overtime work.

Issue 3: Order the employer to pay as follows:

1. Payment in lieu of prior notice according to Article 75 and 77;
2. 30 days indemnity for dismissal according to Article 89;
3. Payment in lieu of unused annual leave according to Article 166 and 167;
4. Final wage payment, according to Article 116.

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: **Ing Sothy**

Signature:

Arbitrator chosen by the worker party:

Name: **An Nan**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Kong Phallack**

Signature:

Annex to Arbitral Award 51/08-ASD

Dissenting Opinion by Arbitrator An Nan

Based on Clause 37 of Prakas 099 SKBY, dated 21 April 2004 by the Ministry of Labour and Vocational Training, I, Arbitrator An Nan, would like to make a dissenting opinion to **Issue 3** of the Arbitral Award 51/08-ASD; [in issue 3] **the workers demand that the company provide termination payments in accordance with the Labour Law to Kuon Taingkuoy in lieu of reinstatement.**

In issue 3, the other two Arbitrators ordered the employer to pay termination payments to **Kuon Taingkuoy** [which includes] only payment in lieu of prior notice, indemnity for dismissal, payment in lieu of annual leave and the final wage payment but damages were not included. I, Arbitrator An Nan, consider that such decision does not respond to the findings of facts and legal principles for the following reasons:

1. According to the findings of fact, which the other two Arbitrators also agreed with, in the hearing the workers demanded that the employer pay termination payments according to the Labour Law in lieu of reinstatement. The workers did not mention in detail [about the components of the] termination payments in accordance with the Labour Law. Thus, one can infer that the workers did not demand for damages according to Article 91 because it is not mentioned in the hearing by the workers; and Article 91 of the Labour Law only states that the party has the right to demand damages but it does not states that the workers are entitled to receive damages. Nonetheless, the worker did not [explicitly] state that she did not demand for damages under Article 91. I consider that in this case it is the worker alone who can clarify that she has abandoned her legal right [to demand damages] as stated in Article 91.

In previous Arbitral Awards, the Arbitration Council ordered the employer to pay termination payments in accordance with the Labour Law, which included damages equivalent to an indemnity for dismissal according to Article 91, paragraph 3. See Arbitral Award 96/06-Wilson.

Article 91 of the Labour Law, paragraph 1, states, *“The termination of a labour contract without valid reasons, by either party to the contract, entitles the other party to damages.”*

This means that both the employer party or the worker party have the right to demand damages from the other party if that party terminated the contract without a valid reason. The damages can be a big or small amount depending on the damage caused by the termination of the contract without a valid reason by the other party. For an employer, the damages could be the demand for the cost of advertising for new staff, the damages during the period they are waiting for a replacement and so on. For a worker, on the other hand, damages could be

the wages during the period when they are waiting for the matter to be resolved, attorney fees, transportation fare for traveling to participate in the resolution of the matter and so forth. In this case, the worker who suffers the damages should provide evidence to prove the [amount of the] damage caused. In issue 3 of this case, the worker did not provide any evidence to prove that she suffered damages such as [lost wages] during the period the matter was unresolved or other expenses paid in resolving this matter in legal proceedings. Thus, I consider that the worker party is not entitled to receive damages equal to the amount of indemnity for dismissal. However, paragraphs 2 and 3 of Article 91 states,

“These damages are not the same as the compensation in lieu of prior notice or the dismissal indemnity.

The worker, however, can request to be given a lump sum equal to the dismissal indemnity. In this case, he is relieved of the obligation to provide proof of damage incurred.”

This clearly means that the damage is different from payment in lieu of prior notice and indemnity for dismissal. In addition, paragraph 3 means that the worker has a right to demand a lump sum equal to the indemnity for dismissal without [the requirement to] provide proof of the damage incurred. Thus, the demand for termination payment in accordance with the law means that it includes damages equal to the amount of the indemnity for dismissal because the Labour Law provides an [entitlement to] damages without [a requirement to] provide proof of the damage incurred.. The law provides that workers may be entitled to termination payments, of which damages are one component, and the worker demanded that the employer pay termination payments in accordance with the Labour Law; thus it should include damages equal to the indemnity for dismissal because according to the law, if the worker demanded this, the employer should provide it. Moreover, I do not see any reason that the worker should abandon this legal entitlement and the worker did not actually state that she abandoned her right [to demand damages] according to Article 91.

In conclusion, the termination payments the employer should pay to Kuon Taingkuoy should include damages.

Therefore, the employer should pay the following payments:

1. Payment in lieu of prior notice according to Article 75 and 77;
2. 30 days indemnity for dismissal according to Article 89;
3. Payment in lieu of unused annual leave according to Article 166 and 167;
4. Final wage payment according to Article 116 and
5. Damages equal to 30 days, according to Article 91.

Signature of the Arbitrator:

Name: **An Nan**

Signature: