

KINGDOM OF CAMBODIA
NATION RELIGION KING

THE ARBITRATION COUNCIL

Case No. 78/04

Date: 22 September 2004

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

A.I.A Co., Ltd.

(The employer party)

And

Khmer Youth Union of A.I.A. Factory

(The employee party)

DETAIL OF THE EMPLOYER

Employer representative:

- 1- Mr. You Rami Thaovory, Administrator
- 2- Mr. Yin Vannak, Administrator
- 3- Ms. Thib Daravann, accountant

Address: Along the street 265, Sangkhat Teuklark, Tuolkork, Phnom Penh

Telephone: 012 790 887

DETAIL OF THE EMPLOYEES

Employee representative:

- 1- Chhoun Seng Chhun, shop steward
- 2- Soeun Phanthorn, shop steward
- 3- Kao Sitha shop steward, shop steward
- 4- Ses Sophy, Union vice-president of A.I.A factory
- 5- Kim Kongkea, Union president of A.I.A factory
- 6- Long Sophat, facilitator of Khmer Youth Union Federation
- 7- Nao Tittha, facilitator of Khmer Youth Union Federation
- 8- Suon Nheanmony, facilitator of Khmer Youth Union Federation

Telephone: 012 212 812

ISSUES IN DISPUTE

- 1- Employee party demanded that the company pay for medical checks for workers in the amount of 15,000 riel each.
- 2- Employee party demanded that the company pay at the rate of 1.5 of wages for overtime on normal days and reimburse for overtime payment to workers.
- 3- Employee party demanded that the company provide casual workers with the same benefits as regular workers and reimburse for the past benefits.
- 4- Employee party demanded that the company pay full basic wages when there is no work and to reimburse for past work.

JURISDICTION OF THE ARBITRATION COUNCIL

The Arbitration Council derives its power to make this Award from Section 2B¹, Chapter XII of the Labour Law (1997); the Prakas on the Arbitration Council No.99 dated 21 April 2004; the Prakas on the Appointment of Arbitrators No. 103 dated 26 April 2004 and No. 265 dated 13 July 2004 and the Arbitration Council Procedural Rules.

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. Non-conciliation report No. 2310 L.V.T/LI of the Ministry of Labour and Vocational Training dated 1 September 2004 was submitted to the Secretariat of the Arbitration Council on 29 September 2004.

MEMBERS OF THE ARBITRATION PANEL:

Arbitrator chosen by the employer party: Ms. Seng Vuoch Hun
Arbitrator chosen by the employee party: Mr. Tuon Siphann
Chairman of the panel: Mr. Kong Phallak

HEARING AND EVIDENCE:

Hearing Date and Place: 7 September 2004 at the Secretariat of the Arbitration Council.

Evidence and Witness:

- 1- From the employee party:

Witness:

- 1- Suon Seng Chhun
- 2- Seoun Pahnnthorn
- 3- Kao Sitha

¹ Article 309 to 317 of the Labour Law.

Evidence:

- List of thumb prints of A.I.A workers demanding working conditions under an agreement date 28 March 2004;
- Conciliation agreement between A.I.A Co., Ltd. before the Arbitration Council settling the collective labour dispute dated on 28 June 2004;
- Certificate of registration of professional organization of Khmer Youth Union of A.I.A, No. 640 MoSALVY dated 15 July 2004.

2- From the employer party:

Witness: None

Evidence:

- Certificate of business and company registration No. 1320 of AIA company dated, 7 August 2004
- Internal work rules of AIA company dated, 9 July 1998
- Letter requesting for loan dated, 30 July 2004 for medical checks and letter with signature and thumb print of worker;
- Letter refusing the thumbprint of Ms. Kim Kongkea and Mr. Ses Sophy, dated August 24, 2004;
- Thumbprint of workers who volunteered to have medical checks and pay for medical checks themselves dated, 31 July 2004;
- Request for a loan to pay for medical check dated, 30 July 2004;
- Minute record on interviewing workers of AIA factory for information, dated 1 September 2004;
- List of workers who participated in giving information dated, 1 September 2004;
- By-law of AIA company made on 31 January 1997;
- Letter of appointing Mr. Ou Rathana, vice-chairman of Labour Inspection officer as conciliator of collective Labour dispute dated 23 August 2004.

3- From Ministry of Labour

- Letter requesting for intervention from Khmer Youth Union Federation of the employees of AIA company;
- Request letter for meeting with director of AIA company of KYFTU dated, 3 August 2004
- Request letter of KYFTU to chairman of Labour Inspection Department for intervention and resolution of collective Labour dispute at AIA company;

- Report on resolution of collective Labour dispute at AIA company dated, 30 August, 2004;
- Appointing letter dated, 28 August, 2004 and collective labour dispute conciliation report;
- Minute record of asking information from the employer dated, 23 August 2004;
- Minute record of asking information from the employee dated, 23 August, 2004;
- Letter requesting for postponement of conciliation from the employer dated, 23 August 2004;
- Letter requesting for postponement of conciliation from the employer and employees dated, 26 August 2004.

The parties decided at the hearing to have a **Non-binding award**.

CASE SUMMARY

AIA Co., Ltd. employs 330 workers. On August 19, 2004 the employees of AIA factory filed a complaint to the Labour Inspection Department through Khmer Youth Union Federation requesting intervention and resolution of their demands to the factory for eight points. The Labour Inspection officer of Toul Kork district participated in the resolution of this dispute on 23 August 2004 but not success. On 26 August 2004 there was a conciliation but it failed because the workers went on strike to reject the complaint of KYFTU because the workers did not [wish to] demand all the things complained of by KYFTU. Therefore the conciliation was postponed. As a result, on 27 August 2004 both parties conciliated four of eight points as recorded in the non-conciliation report which was submitted to the Arbitration Council on 1 September 2004. The Arbitration Council held a hearing on 7 September 2004. After listening to testimony of the parties and witnesses and reviewing all evidence the Arbitration Council finds as follows:

FACTS FINDING:

1st issue: demand for medical check fee

- Some workers had medical checks in 1997 and approximately 200 workers had medical checks recently in 2004. Workers who had medical checks in 1997 paid 10,100 riel and those who had medical check in 2004 paid 15,000 riel. At the same time some workers have not had medical checks yet.
- The reasons that the employer party did not pay back medical check fees to workers are as follows:
 - o 1st: approximately 248 workers agreed to pay medical check fees by themselves on 30 July 2004 and through group chiefs, union

representative and workers representative; and those who did not print their thumb was because they were absent on the day that other workers printed their thumb.

- 2nd: workers used to say that they did not claim for the money because they considered they had spent that money.
 - 3rd: the company did not know that they had to pay medical check fees for the workers. Furthermore, the company argued that the company followed the majority of workers and if most of workers agreed to pay medical check fees and did not claim back so the company did not pay back for all workers.
- Before having medical checks the company administration told the group chiefs and worker representative to tell workers to obtain their thumbprints. Approximately 81 workers who printed their thumbs agreed to pay medical checks themselves and other workers did not print their thumb to agree.
 - Before raising this issue both parties did not know that who must pay medical checks for workers.
 - Before hiring workers the employer told workers to obtain medical checks. However workers applied for the jobs and had to have their medical check ups later because the workers did not have money to pay for the fee and the employer agreed to the delay.
 - In July 2004 worker, Kim Kongkea, who was a chief of his group and was the Khmer Youth Union President discussed medical checks with the company and the worker representative requested that the Labour doctor check workers at the company.
 - Later the company met with worker representatives again to talk about this issue and the workers representative told [the employer] that the workers had no money and they requested to borrow money from the company. The workers who had medical checks in 1997 paid only 10,100 riel and those who had medical checks in 2004 paid 15,000 riel.
 - Some other workers have not had medical checks yet.

2nd issue: regarding payment for overtime and back payment for previously insufficiently paid overtime

- When workers worked overtime in the past the employer paid wages equal to wages for normal work;
- When they worked overtime during regular work days they were paid at a rate of 1.5 times the normal wage;

- The employee party demands that the company pay wages for overtime properly under the law and pay the workers for overtime payments which were not sufficiently paid in the past three years, because workers understood that under the law they had the right to make demands for money within three years;
- The employee party further argued that according to Notification 017/01 of the Ministry of Labour and Article 390 of the Labour Law regarding benefits, the employer offers better or more than the law requires both in the past and at present, therefore the company has to maintain the same [practice].
- The employer agreed to reimburse back-pay of the workers, whom the employer did not sufficiently pay, but asked workers for a list of those workers and provide to the company and the company will reimburse that money to the workers; however for those workers whom the company paid more than the law requires, those employees shall pay the company back. The company considers that there are some employees who may have to return thousands of dollars to the company.
- The company applied the formula to calculate overtime payments as follows:
 - 1- piece rate workers
 - a. Workers who did piecework, and based on their piecework earned more than US\$45, the company paid for all amounts of piecework including the piecework made during overtime. To calculate payment the company took the number of overtime hours times US\$0.216 per hour and added the amount of money that the workers earned per month to get the total wages which they received per month.
 - b. Workers who did piecework, and based on their piecework earned less than US\$45, the company subsidized their wage to maintain the minimum wage of US\$45. To calculate wages the company took hours of overtime time US\$0.216 times 1.5 to calculate the total wages which they received per month.
 - 2- Workers whose wages were paid monthly based on hours

For workers who were paid monthly the company paid a basic wage of US\$45 per month and took the number of hours of overtime times US\$0.216 times 1.5.
 - 3- Casual workers

For casual workers the company paid 5,000 riel per day and took the number of hours of overtime divided by 8 hours per day and times 5,000 riel for one day's work.

3rd issue: Regarding casual worker

- There were approximately 10 casual workers. These workers had no skills and were paid 5,000 riel per day but they did not get any other benefits.
- Casual workers worked two days per month. Some of the workers had worked for continuously for a year and still had casual status. If those workers work for overtime the employer paid them the amount determined by the above calculation
- The employee party demanded that the employer pay casual worker according to basic wage of US\$45 per month, the same as regular workers
- The employer party agreed with the workers' demand that a worker who works under a two-month probation will become a regular worker. Accepting casual worker to be regular workers depends on the skill of each worker in actual situations. Recently approximately 10 casual workers had already become regular workers.

4th issue: Regarding full wage when the company has no work

- AIA factory started its business in 1997, and until now it sub-contracted with other factories. Problems arose often of having no work and usually the factory paid half wages to the workers.
- Employees did not agree with the policy and demanded full wages because they believed that it is not their fault and requested the employer to follow the Law on this issue.
- The company had difficulty giving notice of having no work because the company takes orders from others, and the workers also recognized that the company receives work from others.
- The company agreed to pay full wages to workers who come to the factory for eight hours and do some work such as cleaning, but not [including the] cleaning of the toilets. However the company will pay half wages to workers who come to the factory but do not agree to do cleaning work or to any worker who arrived in the factory then returns home. In case the company can give prior notice of no work the company will pay half wages.

REASONING

1st issue: demand for medical check fee

In this case there are three types of workers: workers who had medical checks in 1997, in 2004 and did not have medical check.

Referring to previous decisions regarding medical check fees the Arbitration Council has found that the employer shall pay for the fee and reimburse workers in the following cases:

02/03 – Chu Sing; 21/03 - Loyal Cambodia; 19/03 – Kbal Koh II; 53/03 – Kong Hong; 60/04 – United Art and 6[3]/04 – Shine Well.

Similarly, the Arbitration Council finds that Article 247(c) of the Labour Law 1997 and Prakas 09/94 on Medical Checks for foreigners and Cambodian people who work in Cambodia which requires the employer to pay for medical checks for their workers. Article 7 of this Prakas states that the owner of factory or enterprise shall pay for medical check fees for their workers.

Consistent with previous awards the Arbitration Council notes that Prakas 09/94 is still valid. This Prakas was made based on the Labour Law 1992, not based on Article 247 of the Labour Law 1997. However the Prakas 09/94 does not contradict the Labour Law 1997 and this Prakas is not abrogated as provided in Article 395 of the Labour Law 1997. See the explanation in award of 02/03 – Chou Sing; 53/03 – Kong Hong and 60/04 - United Art.

Moreover the Arbitration Council finds that Article 247 of the Labour Law 1997 provides sufficient legal basis to conclude that the employer has an obligation to pay for medical check fees of workers. The meaning of Article 247(c) clearly states that when the new Prakas is made it will require the employer to pay for medical check fees of workers. See dissenting reason of the decision in award of case 60/04 – United Art. Under this meaning the employer has an obligation to pay for medical checks to their worker. In this case workers paid by themselves for medical checks and then took their receipts to the employer to show the results. The act that workers paid for medical checks by themselves did not free the employer from the obligation under Article 7 of the above Prakas and Article 247(c) of the Labour Law 1997.

Referring to the above explanation the Arbitration Council finds that the employer shall pay for medical check fees of 15,000 riel to workers who had medical checks in 2004 and shall pay for the fee of workers who did not have their medical checks.

For workers who had medical checks in 1997 and paid the fee of 10,100 riel by themselves [the question is] whether they are entitled to demand reimbursement for medical checks.

Article 135 of the Law on Contract and Responsibility Outside the Contract No. 38 of 1998 states that the period for filing a complaint for damages is three years. In this case the employees argued that they did not know that the employer is a person to pay for medical checks. The employer said that he did not know that he has an obligation to pay either. Regarding this issue Article 93 of the Cambodia Constitution states that any law which is signed by the King is declared for implementation shall come into effect within 10 days in Phnom Penh and within 20 days in the whole country after the date of declaration. Under this meaning any person who is covered by any law shall be considered to know about that law after the law comes into effect. Therefore the Arbitration Council finds that the argument of the disputing parties that they did not know about the provision of the Labour Law cannot be accepted

because the Labour Law came into effect since 1997 and we have Prakas 09/94 in addition. As a result, the three-year period for filing a complaint for damages, i.e., the workers demand of the employer to pay for medical check fees in 1997, had already expired as of 2000.

The employer party also argued that they were not required to pay for medical check fees because workers agreed to pay for the fee by themselves. However Article 13 of the Labour Law states "the provisions of this law are of the nature of public order, excepting derogations provided expressly. Consequently, all rules resulted from a unilateral decision, a contract or a convention that does not comply with the provisions of this law or any legal text for its enforcement, are null and void." Therefore the agreement which requires the workers to pay for medical checks by themselves cannot be implemented.

2nd issue: Regarding overtime payment and back payment for overtime which did not pay enough

a. Regarding overtime payment

The Arbitration Council finds that for workers who work and get paid based on a monthly basis the employer party pays overtime at the rate of 1.5 times the normal wage. However, there are two other issues which the Arbitration Council shall decide: overtime payment for pieceworkers and for casual workers.

No article of the Labour Law explicitly states how to calculate overtime for pieceworkers. However the Arbitration Council finds there is a clear statement regarding payment for overtime work in general: As provided in Article 139 of the Labour Law: "If workers are required to work overtime for exceptional and urgent jobs, the overtime hours shall be paid at a rate of 50 percent higher than normal hours. If the overtime hours are worked at night or during weekly time off, the rate of increase shall be one hundred percent." Moreover Article 5 of Prakas 80/99 states that owners or factory managers shall pay for overtime work as follows:

- i. 150 percent or 1.5 times normal wage for overtime work at day time;
- ii. 200 percent or 2 times normal wage for overtime work at night from 10:00 p.m. to 5:00 a.m.

Therefore the Arbitration Council finds that pieceworkers have the right to the rate of 50 percent increase of normal wage when they work for overtime. To calculate this wage rate the employer shall calculate total monthly wages (before overtime calculation) of workers and divide the amount with the total number of working hours. As result it is *the rate of average wages per hour*. The employer shall take the rate of average wage times 50 percent and times total number of hours of overtime work where the workers had worked for a month. This payment shall be added to the total wages (before overtime calculation).

For any pieceworker who sewed less than the minimum wage as provided in Notification 017/00 they shall receive at least the minimum wage. This means that they receive at least US\$45 plus overtime payment which is calculated at a rate of 1.5 times the normal wage for the number of hours of their overtime work. In this case the company already implemented it. See, for example, how the payment is calculated:

Suppose that Mr. Sok is a pieceworker. In June he comes to work everyday for a total of 208 hours and furthermore he agrees to work for 20 hours of overtime in the daytime of normal workdays. Therefore his total working hours are 228. His productivity in June is US\$80 per month. This wages shall be calculated as follows:

1. Average calculation of hour rate

Total working hours per month: 228 hrs = US\$80. So 1 hr = US\$0.3509

2. Overtime payment calculation

$US\$0.3509 \times 0.50 \times 20 = US\$ 3.51$

3. Total wages calculation

US\$80 (piecework payment) + 3.52 (overtime payment) + US\$5 (attendant bonus) = US\$88.51.

4. Calculation comparing to the minimum wage

$US\$45$ (minimum wage) + overtime payment for 20 hours $\times 1.5$ (overtime rate) $\times 0.216$ (minimum wage per hour) + US\$5 (attendant bonus) = US\$56.48

5. The employer shall pay wages to workers based on the calculation in either the 3^d or 4th point above, whichever gives more benefits to workers.

Regarding casual workers the Arbitration Council finds that because the Ministry of Social Affairs, Labour, Vocational Training and Youth already determined the minimum wage of US\$45 per month therefore the company should follow this policy. This means that the company shall take the minimum wage of US\$45 as provided in Notification 017/00 and divide it by 26 working days to calculate the daily wage, which is equal to US\$1.73 per day. Then taking to this daily wage, divide it by 8 daily working hours. Under the above Article 139 the employer shall pay wages to workers equal to 1.5 of normal wage for overtime at day time and two times normal wage for overtime work on night time and weekly days off. The calculation is as follows:

$US\$45 / (8 \times 26) \times 1.5 = US\0.3245 per hour for overtime work at normal day time and

US\$45 / (8x26) X 2 = US\$0.4327 per hour for overtime work at night and weekly days off.

b. Back payment for overtime which did not pay enough

In the hearing both parties agreed that the formula one plus one gives more benefits to workers rather than the method used in the Mr. Sok example case (that is a standard set by law). However, some workers received wages less than the amount they should receive if the calculation is based on the law, when their wages were calculated based on the formula one plus one. Although the employer can set up its calculation system which is different from the above calculation, the employer party shall guarantee that none of the workers receives wages less than the amount which they should receive if the employer made the calculation based on the law. Therefore the employer shall pay back to workers whose wage were very low, that is, if the wage was calculated based on one plus one, and shall ensure that in the future there is no worker who receives wages less than the amount which they should receive if the employer calculated their wage based on the law.

Article 120 of the Labour Law 1997 states that "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 Labour contract, as well as the indemnity in the event of dismissal."

c. Workers whose overtime payment were overpaid by the employer

Regarding workers whose wages were overpaid by the employer, can the employer make a claim for the return of the overpayment?

Article 13 of the Labour Law 1997 states that "The provisions of this law are of the nature of public order, excepting derogations provided expressly. Consequently, all rules resulted 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. Except for the provisions of this law that cannot be derogated in any way, the nature of public order of this law is not obstructive to the granting of benefits or the rights superior to the benefits and the rights defined in this law, granted workers by a unilateral decision of an employer or a group of employers, by an employment contract, by a collective convention or agreement, or by an arbitral decision."

Therefore the employer cannot make a claim for the return of the amounts which were overpaid because what the employer gave is better than the law. However there is no evidence to prove that there were wrong wages calculations in this case. The employer only used the formula which paid wages to some workers more than the law.

3rd issue: Regarding the benefits of casual workers and some amount of back payment

Article 10 of the Labour Law states that "*Casual workers are subject to the same rules and obligations and enjoy the same rights as regular workers, except for the clauses stipulated separately.*" In the hearing the Arbitration Council finds that neither party had a contract which separately provides benefits to casual workers except the payment of a daily wage of 5000 riel. This payment is lower than the daily basic wage of regular workers in the textile garment industrial (US\$45 per 26 days). Article 13 of the Labour Law states that, "The provisions of this law are of the nature of public order, excepting derogations provided expressly. Consequently, all rules resulted 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 ..."

Therefore casual workers have the right to enjoy the same benefits as regular workers, including minimum wage as provided in Notification 017/00, attendance bonus and payments for overtime which is in proportion to number of working days. Moreover they shall enjoy annual leave compensation, paid holidays and other leave proportional to number of their working days (see 26/04 – Sport Wear, 30/04 – Honey Wear Garment.

For the back payment, casual workers also have the right to claim for the last three years (see the reasoning of 2nd issue).

Regarding this issue, workers also raised new demands in the hearing with respect to casual workers: those who had worked for the factory full time longer than two months should be accepted as regular workers. The Arbitration Council has previously ruled on this issue many times (see 30/04 – Honey Wear, 52/04- Kong Hong, 55/04 – Yu Chheng) and the Arbitration Council found that under the meaning of Article 9 of the Labour Law workers who work full time for longer than two months shall be considered as regular workers, however, this issue is not recorded in the non-conciliation report. Therefore under Article 312-1 of the Labour Law the Arbitration Council cannot decide on this issue.

4th issue: Regarding the issue when the company has no work and some amount of back payment paid was not enough.

As a practice of the garment industry in Cambodia when there is no work the employer generally pays wages in the amount of 50 percent to workers if the workers agree not to come to the factory; but if the workers come to the factory eight hours per day the employer will pay full wages to workers. See 63/04 – Shine Well and 66/04 – Winner Garment, the above system is correct under the law because this system gives workers an option whether to come to work or not and pay them full wages if they come to work. The employee party stated that even if there is

no work they want to receive wages so they shall work under the proper order of the employer to do other work unless the work does not contradict the provisions of their employment contract.

Moreover in AIA factory when there is no work the company used to require workers to take the day off and would pay them 50 percent of their wage. This policy is not stated in the workers' employment contracts or the internal work rules of the company, i.e. it is just the practice of the industry. In this case an employment contract is not suspended correctly under Article 71 of the Labour Law and furthermore the workers have no option to come to work on other tasks. Therefore the workers still have to receive wages and other benefits as required by law. However the workers likely agreed with the policy of the employer because they did not come to work and did not file any complaint for many years and received benefits from this day-off. Therefore the Arbitration Council finds that refunding the full back pay would not be correct. The duty of the Arbitration Council as stated in Article 34 of the Prakas on the Arbitration Council is that the Council shall find a settlement which is just and fair in the disputes. Therefore in this case the Arbitration Council decides that the employer shall pay a benefit of 10,000 riel to each worker who was not required to work and was only paid 50 percent of their wage.

In the hearing the employer agreed to implement the same [policy] as other factories in case of no work: pay wages of 100 percent and request workers to perform cleaning, but not cleaning toilets. However if workers do not clean or do not go to work as the employer requests then they will be paid wage of 50 percent. The Arbitration Council finds that the employer's agreement to implement the practice is reasonable and follows the law therefore the workers should take this offer.

Based on the facts, evidence, law and the above reasoning the Arbitration Council decides to issue orders as follows:

ORDERS

- 1- Orders the employer to reimburse medical check fees of 15,000 riel to workers who had medical checks in 2004 by November 10, 2004 at the latest and rejects workers' demand for the employer to reimburse medical check fees to workers who had their medical checks in 1997.
- 2- Orders the employer to pay wages for overtime work to workers based on the rate which is not lower than 1.5 times the normal wage for overtime in the daytime and double the normal wage if it is at night time or on weekly days off (refer to formula stated in page 13 in this Award) and orders the employer to make back payments for the 3 years counting from September 2001 to August 2004 to all workers who are entitled to this back-pay by 10 November 2004 at the latest.

- 3- Orders the employer to:
 - a. Pay casual workers the same minimum wage as to regular workers including other bonuses and overtime payment in proportion to the number of their working days.
 - b. Provide annual leave, paid holidays and other leave in proportion to the number of their working days.
 - c. Return back-pay based on the rate of US\$1.73 per day for the past three year period counting from September 2001 to August 2004 to casual workers who were paid a daily wage of 5000 riles by 10 November 2004 at the latest.
- 4- When the employer has no work for workers the Council orders the employer:
 - a. To pay 100 percent of wages to any worker who comes to work and perform other work accordance to the employer's instruction, for example cleaning, but not cleaning the toilets.
 - b. To pay half-wages to workers who do not come to the factory or do not agree to do other work according to the employer's instruction.
 - c. To pay other compensation in the amount of 10,000 riel to workers whom the employer allows to take the day off and pay them half-wages.
 - d. The Arbitration Council rejects the workers' demand for the employer to pay back their wages for the period when the employer allowed them to take the day off with half-pay.

SIGNATURE OF THE ARBITRAL PANEL MEMBERS :

Arbitrator chosen by the employer party

Name: Mr. Ouk Ry

Signature: _____

Arbitrator chosen by the employee party

Name: Mr. Tuon Siphann

Signature: _____

Chairman of the panel

Name: Mr. Kong Phallack

Signature: _____

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.

This Award is immediately binding upon the parties if parties have agreed as such in writing before the notification of the Award, or if parties are bound to comply with a collective bargaining agreement stipulating that no opposition to the Award may be lodged.